



**Department of Engineering
and Public Works**

P.O. Box 21229

West Palm Beach, FL 33416-1229

(561) 684-4000

FAX: (561) 684-4050

www.pbcgov.com



**Palm Beach County
Board of County
Commissioners**

Robert S. Weinroth, Mayor

Gregg K. Weiss, Vice Mayor

Maria G. Marino

Dave Kerner

Maria Sachs

Melissa McKinlay

Mack Bernard

County Administrator

Verdenia C. Baker

*"An Equal Opportunity
Affirmative Action Employer"*



February 9, 2022

BCC Engineering, LLC
6401 SW 87th Avenue, Suite 200
Miami, Florida 33173

Attn: Victor H. Herrera, P.E., Senior Vice President

**RE: ASSIGNMENT ASSUMPTION AND CONSENT
AGREEMENT TO TRANSFER THE CONSTRUCTION
ENGINEERING INSPECTION (CEI) ANNUAL SERVICES
CONTRACT (R2021-0883) FROM NEW MILLENNIUM
ENGINEERING, INC. TO BCC ENGINEERING, LLC
CONTRACT DATED: FEBRUARY 1, 2022 (R2022-0049)**

Dear Mr. Schafer:

Attached please find the above referenced Assignment Assumption and Consent Agreement, which was approved by the Board of County Commissioners on February 1, 2022 (R2022-0049).

If you have any questions please contact me at 561-684-4150.

Sincerely,

Holly B. Knight, P.E. Contracts Section Mgr.
Roadway Production Division

Attachment

- ec: Joanne M. Keller, P.E., Deputy County Engineer
- Steven B. Carrier, P.E., Assistant County Engineer
- Allen F. Gray, Office of Equal Business Opportunity
- Angela Smith, Office of Equal Business Opportunity
- Susan C. Brown, Asst. Manager, Finance Svcs, Payables, Clerk and Comptroller
- Patricia Joyce, Contract Analyst, Payables, Clerk & Comptroller
- Minhnhat Batog, Senior Contract Analyst, Clerk and Comptroller
- Laura Rivero Perdomo, Financial Coordinator, Clerk and Comptroller
- Flor De Liz Ramirez, Administrative Specialist I, Clerk and Comptroller
- Jessica Comis, Grants & Contracts Manager, Clerk and Comptroller
- Alexis Willhite, Director, Administrative Services
- Albert Hoffman, Director, Construction Coordination
- Motasem Al-Turk, Director, Traffic Engineering
- Fernando DelDago, CID Director, Facilities Development and Operations
- Ali Bayat, Director, Water Utilities
- Deborah L. Drum, Director, ERM
- Laura Beebe, Director, Department of Airports
- Kathleen O. Farrell, P.E., Assistant Director, Roadway Production Division



Holly B. Knight, P.E., Contracts Section Manager, Roadway Production Division
Vanessa Jagoo, TA III, Roadway Production Division
JaeAnn Dean, TA II, Roadway Production Division
Colleen Flanagan, TA I, Roadway Production Division
Shethal Sinanan, TA I, Roadway Production Division
Johnathan Blanco, Fiscal Manager, Administrative Services
Danny Ramlalsingh, Financial Analyst II, Administrative Services
Susan Hudson, Financial Analyst I, Administrative Services
Carole Portilla, Financial Analyst I, Administrative Services
Irwin Jacobowitz, Director, Contract Development & Control Division, OFMB
Milen Reynolds, Contract Compliance Specialist, OFMB
Diane Capria, Contract Management Specialist, OFMB

R2022 0049

ASSIGNMENT ASSUMPTION AND CONSENT AGREEMENT

BY AND BETWEEN PALM BEACH COUNTY

AND NEW MILLENNIUM ENGINEERING, INC.

AND BCC ENGINEERING, LLC

FOR CONSTRUCTION ENGINEERING INSPECTION (CEI) ANNUAL SERVICES

This Assignment Assumption and Consent Agreement (ASSIGNMENT) is made and entered into as of FEB 01 2022 by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (COUNTY); New Millennium Engineering, Inc., a Florida for Profit Corporation (ASSIGNOR) whose Federal ID is 20-4809301; and BCC Engineering, LLC, a Florida Limited Liability Company (ASSIGNEE) whose Federal ID is 65-0540100 (individually Party and collectively Parties).

WHEREAS, pursuant to this ASSIGNMENT, ASSIGNOR has agreed to assign and deliver to ASSIGNEE and ASSIGNEE has agreed to accept and assume from ASSIGNOR, the CONTRACT, as hereinafter defined, including all rights, claims, interests, and obligations with respect thereto; and

WHEREAS, the COUNTY has agreed and consented to the assignment of the CONTRACT, as defined below, according to the terms and conditions set forth herein by its execution of this ASSIGNMENT.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

Section 1 - CONTRACT - The contract to be assigned is the contract for the Construction Engineering Inspection (CEI) Annual Services between the COUNTY and the ASSIGNOR (R2021-0883) dated July 13, 2021, together with Work Task Orders (WTO) issued pursuant thereto (CONTRACT).

Section 2 - Assignment and Effective Date - ASSIGNOR hereby conveys, transfers and assigns its rights, title and interest in, to, and under the CONTRACT to ASSIGNEE, as of February 7, 2020 (Effective Date), including all of ASSIGNOR's rights and obligations, and ASSIGNEE hereby assumes all of ASSIGNOR's rights and obligations, in, to and under the CONTRACT with the COUNTY, subject to the COUNTY's permission.

Section 3 - ASSIGNEE's Acceptance and Assumption - ASSIGNEE hereby accepts the assignment to it of ASSIGNOR's rights, title, obligations and interest in, to, and under the CONTRACT and hereby expressly assumes the performance of each of the terms, conditions, covenants, obligations, liabilities and duties of the ASSIGNOR under the CONTRACT, effective as of and beginning on, the Effective Date and ASSIGNEE hereby assumes and agrees to pay all debts, obligations, and liabilities of ASSIGNOR under the CONTRACT that accrue on or after the Effective Date of this ASSIGNMENT. ASSIGNEE shall assume all responsibility for any warranty or guarantee under the CONTRACT which assumption shall include the guarantee or warranty of the performance of the CONTRACT in full, regardless of the date ASSIGNEE began performance.

Section 4 - No Waiver or Release - Notwithstanding any other clause or provision in this ASSIGNMENT, this ASSIGNMENT is not intended to act as a release, waiver, or relinquishment of any claims, demands, warranties, damages, causes of action, or rights of the COUNTY relating to ASSIGNOR and all such rights are reserved by the COUNTY and shall remain notwithstanding this ASSIGNMENT, to the extent they arise from or are related to the terms, conditions, covenants, obligations, liabilities, and duties of ASSIGNOR existing prior to the Effective Date of this ASSIGNMENT.

Section 5 - Payment for Work in Process and Completed Work - ASSIGNOR is conveying, transferring, and assigning all rights to payment for work and services performed under the CONTRACT to ASSIGNEE, as of the Effective Date. In order to transition work in process payments, each invoice, payment certification and requisition, or other request for payment due, received by the COUNTY before the Effective Date, regardless of the dates of services or work performed, will be processed by the COUNTY and if approved, paid to ASSIGNOR. Each invoice, payment certification and requisition, or other request for payment received by the COUNTY on or after the Effective Date, regardless of the dates of service or work performed, shall be processed by the COUNTY and if approved, shall be paid to ASSIGNEE.

Section 6 - Hold Harmless and Indemnity - In the event the COUNTY is made a party to an action between ASSIGNEE and ASSIGNOR, or involving any third party, arising out of this ASSIGNMENT, the ASSIGNEE and the ASSIGNOR shall each agree to indemnify, defend and hold the COUNTY, its elected officials, employees and agents, harmless from and against any such claim, demand, cause of action, economic losses, damages, and costs and expenses (including reasonable legal fees and costs of investigation) that arise from, out of, or as a result of, this ASSIGNMENT.

Section 7 - Appointment - ASSIGNOR hereby irrevocably appoints ASSIGNEE, its successors and assigns, as the attorney and agent of ASSIGNOR, in ASSIGNOR's name and stead, to enforce the provisions of the CONTRACT beginning on the Effective Date.

Section 8 - Acknowledgement - By signing below, the COUNTY agrees, subject to the terms of this ASSIGNMENT, to ASSIGNOR's assignment of all of its rights and obligations under the CONTRACT beginning on the Effective Date. The COUNTY acknowledges that ASSIGNOR and ASSIGNEE are relying on this consent in connection with this ASSIGNMENT. ASSIGNOR acknowledges its continuing responsibilities as set forth in this ASSIGNMENT.

Section 9 - Notices - Beginning on the Effective Date, any and all notices required under the CONTRACT and all payments to be paid under the CONTRACT will be delivered to ASSIGNEE, at:

Victor H. Herrera, P.E., Senior Vice President
BCC Engineering, LLC
6401 SW 87th Avenue, Suite 200
Miami, Florida 33173
Phone: (305) 670-2350
Email: vherrera@bcceng.com

Section 10 - Consent - The COUNTY's consent is effective when this ASSIGNMENT has been executed by all parties and approved by the Board of County Commissioners.

Section 11 - Authority - The undersigned signatory for ASSIGNOR does hereby attest and affirm that the signatory has the current lawful authority to execute this ASSIGNMENT on behalf of the ASSIGNOR and that the assignment is not made with intent to hinder or defraud creditors, or interfere with lawful rights of other persons or entities, or for any other unlawful purpose.

Section 12 - Ratification - Except as expressly modified herein, the CONTRACT is hereby ratified, confirmed, and remains in full force and effect.

Section 13 - Governing Law - This ASSIGNMENT shall be governed by and interpreted in accordance with the laws of the State of Florida without giving effect to its conflict of laws principles.

Section 14 - Counterparts - This ASSIGNMENT, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same ASSIGNMENT. The COUNTY may execute the ASSIGNMENT through electronic or manual means. ASSIGNOR and ASSIGNEE shall execute by manual means only, unless the COUNTY provides otherwise.

Assignment Assumption and Consent Agreement

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this ASSIGNMENT on behalf of the COUNTY, and ASSIGNOR and ASSIGNEE have hereunto set their respective hands the day and year above written.

OWNER:

APPROVED AS TO TERMS
AND CONDITIONS

By: 

Morton L. Rose, P.E.
Director of Roadway Production

ASSIGNOR:

New Millennium Engineering, Inc.

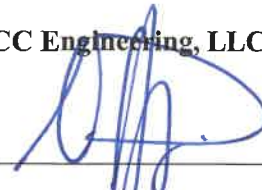


Jose Munoz, P.E., Vice President

(Corp. Seal)

ASSIGNEE:

BCC Engineering, LLC




Victor H. Herrera, P.E., Senior Vice President

(Corp. Seal)

ATTEST WITNESS:



Signature




Name (type or print)

ATTEST WITNESS:



Signature



Name (type or print)


Assignment Assumption and Consent Agreement

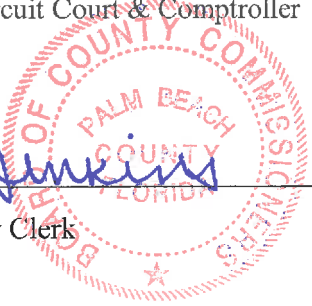
{SIGNATURE PAGES CONTINUED}

R2022 0049 FEB 01 2022

ATTEST:

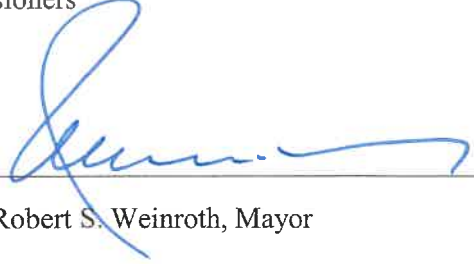
Joseph Abruzzo
Clerk of the Circuit Court & Comptroller

By:  _____
Deputy Clerk





COUNTY:

Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners

By:  _____
Robert S. Weinroth, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

(Seal)

By:  _____
 Yelizaveta B. Herman
Assistant County Attorney

Insured Name

CC Engineering, LLC (DX000



BCC Engineering, LLC (DX00001602)

Active Records Only

Advance Search

Insured Tasks Admin Tools

View

Insured

Notes

History

Deficiencies

Coverages

Requirements

Contract Screen

Add

Edit

Help

Video Tutorials

Insured

Name: BCC Engineering, LLC

Account Number: DX00001602

Address: 6401 SW 87th Avenue, Suite200, Miami, FL, 33173

Status: Currently in Compliance.

Insured

Business Unit(s) DBA Number Print Insured Info Print Compliance Report

Account Information

Account Number: DX00001602

Risk Type: Standard - Professional Services

Do Not Call: Address Updated:

Address Information

Mailing Address

Physical Address

Insured: BCC Engineering, LLC

Address 1: 6401 SW 87th Avenue, Suite200

Address 2:

City: Miami

State: FL

Zip: 33173

Country:

Contract Information

Contract Number:

Contract Start Date: Contract End Date:

Contract Effective Date: Contract Expiration Date:

Description of Services: R2021-0883 Construction Engineering Inspection (CEI) Annual Services Safety Form II: No

Contact Information

Contact Name: Geoffrey Parker Misc:

Phone Number: 9543256880 All Phone Number:

Fax Number:

E-Mail Address: gparker@bcceng.com

Approval Date:

Rush: No

Contract on File: No

Certificate Received: Yes

Indemnification Agreement: No

Tax Id:

This Account created by e61 on 09/14/2021.