

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date:	February 1, 2022	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
		<input type="checkbox"/>	Workshop	<input type="checkbox"/>	Public Hearing

Department:	Engineering & Public Works Department
Submitted By:	Engineering & Public Works Department
Submitted For:	Roadway Production Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an Assignment Assumption and Consent Agreement (Assignment) to transfer the construction engineering inspection (CEI) annual services contract (R2021-0883) dated July 13, 2021 (Contract) from New Millennium Engineering, Inc. (NME) to BCC Engineering, LLC (BCCE).

SUMMARY: On February 7, 2020, NME sold 100% of its issued and outstanding shares of capital stock to BCCE. NME is now operating as BCCE and would like to assign their existing contracts to BCCE. The Contract expires on July 12, 2024, and there are no active Work Task Orders (WTOs). Approval of the Assignment will allow the Contract to be assigned to BCCE. The Affirmative Procurement Initiatives selected for this contract on November 6, 2019, by the Goal Setting Committee are a 20% minimum mandatory Small Business Enterprise (SBE) participation and an SBE evaluation preference. NME committed to a 30% SBE participation for this Contract, to which BCCE agrees to comply. BCCE’s corporate office is located in Miami, Florida. Countywide (YBH)

Background and Justification: On July 13, 2021, the Board of County Commissioners (BCC) approved the Contract with NME pursuant to Section 287.055, Florida Statutes, Consultants Competitive Negotiations Act. On February 7, 2020, BCCE merged with NME. NME notified the County of its sale after Contract award and has now requested that Palm Beach County accept the assignment of their Contract to BCCE. Since professional services are still necessary for the completion of any future WTOs that will be issued, the assignment of the Contract to BCCE will ensure the continuation of these services.

After reviewing the attached Assignment and finding it in proper order, the Engineering Department recommends BCC approval.

Attachments:

1. Assignment Assumption and Consent Agreement with Ebix Insurance Compliance (2)

Recommended by:	<i>[Signature]</i>	
YBH/TEL <i>[Initials]</i>	County Engineer	Date
		1/13/22
Approved By:	<i>[Signature]</i>	
	Assistant County Administrator	Date
		1/6/22

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	\$ -0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$ **	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes No
Does this item include the use of federal funds? Yes No X

Budget Account No: Various

Recommended Sources of Funds/Summary of Fiscal Impact:

** Fiscal impact is indeterminable at this time. This contractor is authorized to provide services on a work order basis. BCC Engineering, LLC (BCCE) acquired the assets of New Millennium Engineering (NME) and approval of the agreement will allow the contracts with NME to be assigned to (BCCE). To date, no tasks have been authorized for (NME) through the contract. Funding will be established by project as necessary.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

OFMB 1/4/22
LM
1/3/22

Contract Dev. and Control 1/6/22
He-EE Tu

B. Approved as to Form and Legal Sufficiency:

Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

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 _____ 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)

{SIGNATURE PAGES CONTINUED}

ATTEST:

Joseph Abruzzo
Clerk of the Circuit Court & Comptroller

COUNTY:

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

By: _____
Deputy Clerk

By: _____
Robert S. Weinroth, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

(Seal)

By: _____
Yelizaveta B. Herman
Assistant County Attorney

Search

Home

Insured Tasks

View

Insured

Ebi X Insurance Compliance

Insured

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

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	Alt 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.