

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date:	June 4, 2024	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
		<input type="checkbox"/>	Workshop	<input type="checkbox"/>	Public Hearing
Department:	Engineering and Public Works Department				
Submitted By:	Engineering and 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 Old Dixie Highway from Yamato Road to Linton Boulevard contract (R2015-0264) dated March 10, 2015; the Clint Moore Road from Oaks Club Drive to Long Lake Drive contract (R2018-0631) dated May 1, 2018; and the Westgate Avenue from Wabasso Drive to Congress Avenue contract (R2020-1312) dated September 15, 2020 (collectively, Contracts) from American Consulting Engineers of Florida, LLC (ACE) to Consor Engineers, LLC (Consor).

SUMMARY: On August 1, 2023, ACE and its related entities were acquired in an asset sale by Consor. On January 1, 2024, Consor merged ACE and certain subsidiaries with the surviving entity being Consor. ACE would like to assign their existing Contracts to Consor. Approval of the Assignment will allow the Contracts to be assigned to Consor. Districts 4, 5 and 7 (YBH)

Background and Justification: The Board of County Commissioners (BCC) approved the Contracts with ACE pursuant to Section 287.055, Florida Statutes, Consultants Competitive Negotiations Act. On August 1, 2023, ACE and its related entities were acquired in an asset sale by Consor. ACE notified Palm Beach County (County) of its acquisition by Consor after the Contracts were awarded and has now requested that the County approve the assignment of their Contracts to Consor. Since professional services are still necessary for the completion of the Contracts, the assignment of the Contracts to Consor will ensure the continuation of these services.

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

- Attachments:**
1. Location Maps
 2. Assignment Assumption and Consent Agreement and Ebix Insurance Compliance (2)

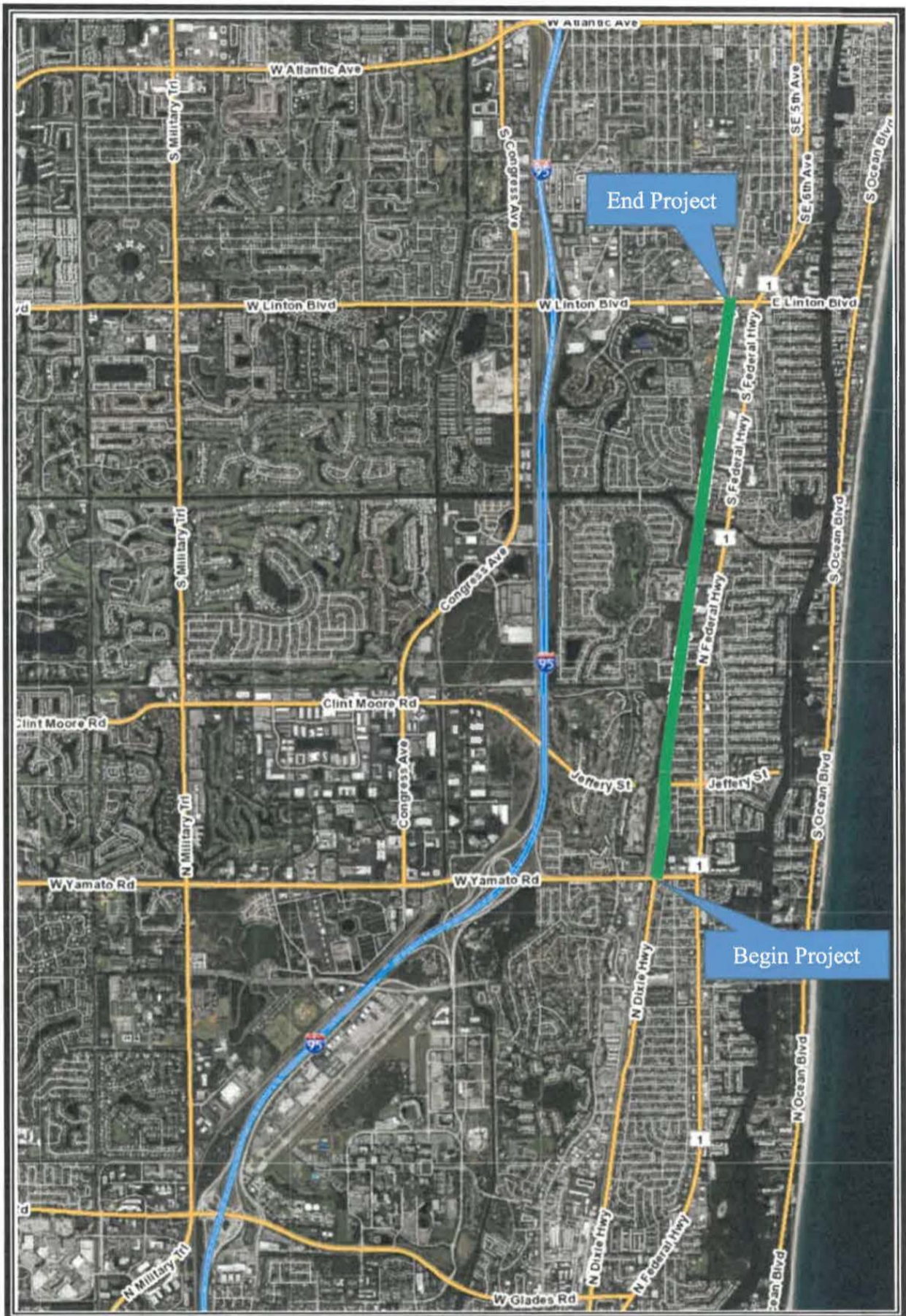
Recommended by: *[Signature]* David L Reid *9/29/2024*
YBH/TEL *KIF* County Engineer Date

Approved By: *[Signature]* Tale *9/6/24*
Deputy County Administrator Date

PROJECT LOCATION

OLD DIXIE HIGHWAY FROM YAMATO ROAD TO LINTON BOULEVARD

Palm Beach County Project #2014500



LOCATION MAP

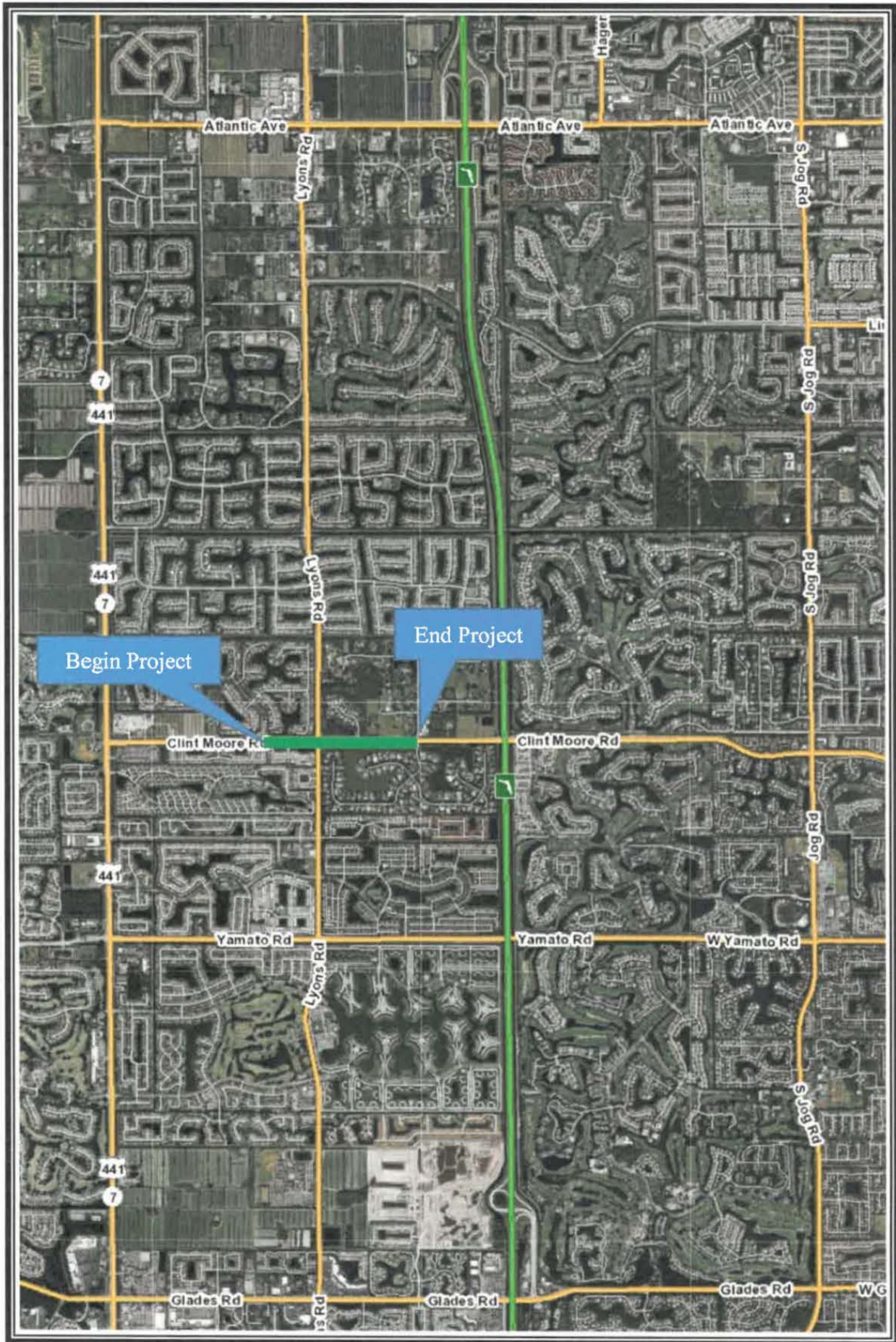
ATTACHMENT 1

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PROJECT LOCATION

CLINT MOORE ROAD FROM OAKS CLUB DRIVE TO LONG LAKE DRIVE

Palm Beach County Project #2017516



LOCATION MAP

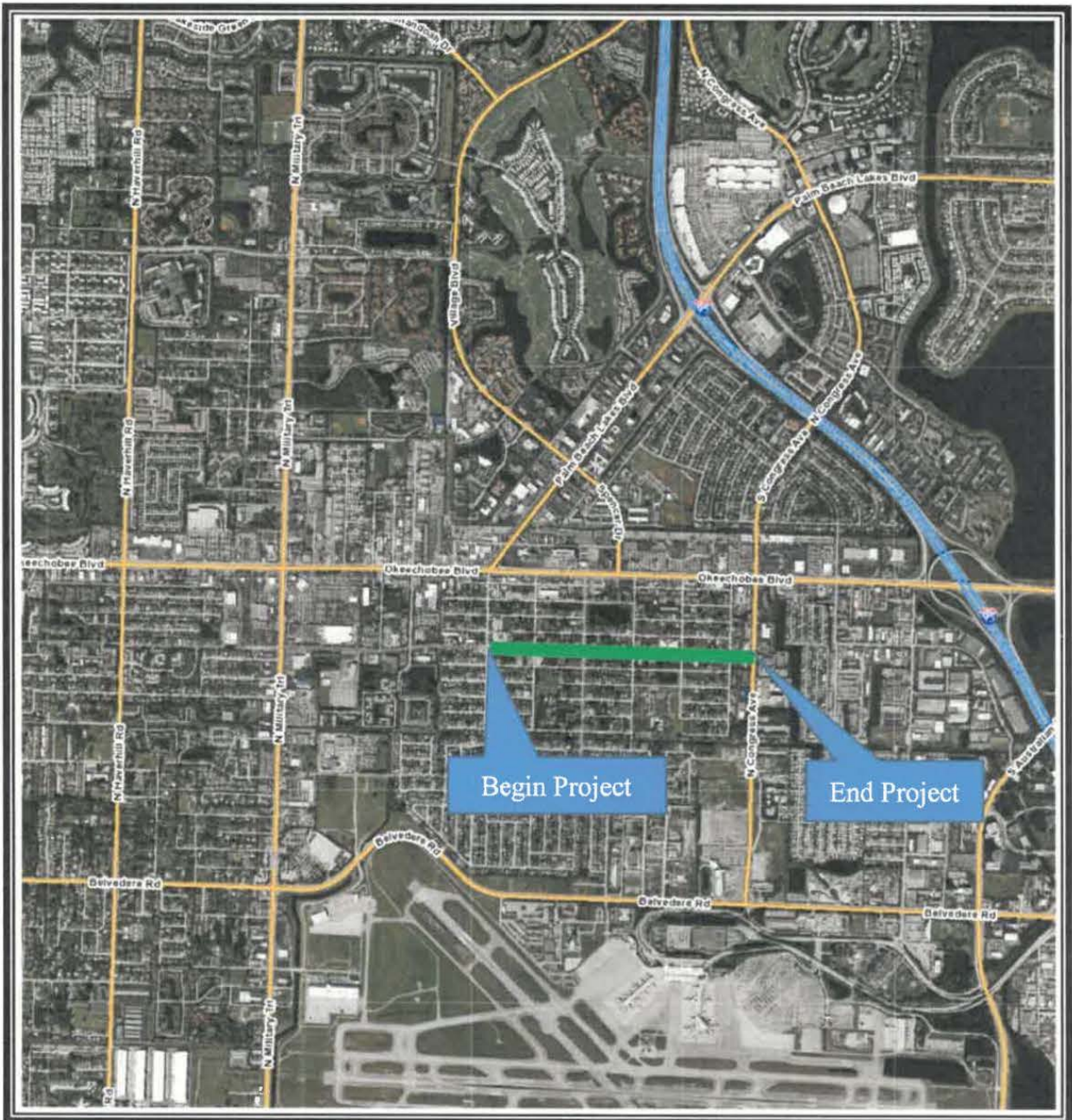
ATTACHMENT 1

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PROJECT LOCATION

WESTGATE AVENUE FROM WABASSO DRIVE TO CONGRESS AVENUE

Palm Beach County Project #2019601



LOCATION MAP

ASSIGNMENT ASSUMPTION AND CONSENT AGREEMENT
BY AND BETWEEN PALM BEACH COUNTY
AND AMERICAN CONSULTING ENGINEERS OF FLORIDA, LLC
AND CONSOR ENGINEERS, LLC

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); American Consulting Engineers of Florida, LLC, a Limited Liability Company (ASSIGNOR) whose Federal ID is 04-3682340; and Consor Engineers, LLC, a Limited Liability Company (ASSIGNEE) whose Federal ID is 59-3221706 (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 CONTRACTS, 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 CONTRACTS, 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 - CONTRACTS - The contracts between the COUNTY and the ASSIGNOR, together with the supplements issued pursuant thereto (collectively, CONTRACTS) to be assigned include the following:

- **Old Dixie Highway from Yamato Road to Linton Boulevard**
Project #2014500 (R2015-0264) dated March 10, 2015;
- **Clint Moore Road from Oaks Club Drive to Long Lake Drive**
Project #2017516 (R2018-0631) dated May 1, 2018; and
- **Westgate Avenue from Wabasso Drive to Congress Avenue**
Project #2019601 (R2020-1312) dated September 15, 2020.

Assignment Assumption and Consent Agreement

Section 2 - Assignment and Effective Date - ASSIGNOR hereby conveys, transfers and assigns its rights, title and interest in, to, and under the CONTRACTS to ASSIGNEE, as of August 1, 2023 (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 CONTRACTS 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 CONTRACTS and hereby expressly assumes the performance of each of the terms, conditions, covenants, obligations, liabilities and duties of the ASSIGNOR under the CONTRACTS, 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 CONTRACTS that accrue on or after the Effective Date of this ASSIGNMENT. ASSIGNEE shall assume all responsibility for any warranty or guarantee under the CONTRACTS which assumption shall include the guarantee or warranty of the performance of the CONTRACTS 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 CONTRACTS 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

Assignment Assumption and Consent Agreement

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 CONTRACTS 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 CONTRACTS 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 CONTRACTS and all payments to be paid under the CONTRACTS will be delivered to ASSIGNEE, at:

Jeffrey Novotny, P.E., AICP. RSP1, Senior Vice President
Consor Engineers, LLC
2818 Cypress Ridge Boulevard, Suite 200
Wesley Chapel, FL 33544
Phone: (813) 505-7597
Email: jeffrey.novotny@consoreng.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 CONTRACTS are 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.

Assignment Assumption and Consent Agreement


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.

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.

Assignment Assumption and Consent Agreement

COUNTY:

APPROVED AS TO TERMS
AND CONDITIONS

By: 
KTR
Morton L. Rose, P.E.
Director of Roadway Production

ASSIGNOR:

American Consulting Engineers of Florida, LLC


Gayle Grady, Executive Vice President
(Corp. Seal)




ATTEST WITNESS:


Signature

Kathryn Routier
Name (type or print)

ASSIGNEE:

Conzor Engineers, LLC


Jeffrey Novotny, P.E., AICP, RSP1
Senior Vice President

(Corp. Seal)



ATTEST WITNESS:


Signature

RICHARD HUNTER
Name (type or print)

Assignment Assumption and Consent Agreement

{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: _____
Maria Sachs, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

(Seal)

By: _____
Yelizaveta B. Herman
Assistant County Attorney

Search

Insured Name

Conzor Engineers, LLC (DX00002720)

Conzor Engineers, LLC (DX00002720)

Active Records Only

Advance Search

Insured Tasks | Admin Tools

View

- Insured
- Notes
- History
- Deficiencies
- Coverages
- Requirements
- Contract Screen
- Add
- Edit
- Help
- Video Tutorials

Ebix Insurance Compliance

Insured

Name: Consor Engineers, LLC

Account Number: DX00002720

Address: Consor Engineers, LLC, Chicago, IL, 60606

Status: Currently in Compliance.

Insured

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

Account Information

Account Number: DX00002720

Risk Type: Standard - Professional Services

Do Not Call: Address Updated:

Address Information

Mailing Address | **Physical Address**

Insured: Consor Engineers, LLC

Address 1: Consor Engineers, LLC

Address 2:

City: Chicago

State: IL

Zip: 60606

Country:

Contract Information

Contract Number:

Contract Start Date: Contract End Date:

Contract Effective Date: Contract Expiration Date:

Description of Services: R2024-Assignment Assumption and Consent Agreement for Various Projects | Safety Form II: No

Contact Information

Contact Name: Cassandra Barteaux | Misc:

Phone Number: 7086309850 | Alt Phone Number:

Fax Number:

E-Mail Address: legal@consoreng.com

Approval Date:

Rush: No

Contract on File: No

Certificate Received: Yes

Indemnification Agreement: No

Tax Id: