

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

|                |                                         |                                             |                                         |
|----------------|-----------------------------------------|---------------------------------------------|-----------------------------------------|
| Meeting Date:  | October 21, 2025                        | <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 receive and file:

- A) an Assignment Assumption and Consent Agreement (Consent Agreement) to transfer the Benoist Farms Road from S.R. 80 to Belvedere Road contract (R2016-0844) dated July 19, 2016; the Florida Mango Road from south of Barbados Road to north of Myrica Road contract (R2017-1663) dated November 7, 2017; the Prosperity Farms Road over SFWMD C-17 Canal Bridge Replacement contract (R2019-1732) dated November 26, 2019; the Annual Structural Engineering Services contract (R2020-0549) dated June 2, 2020; the Lyons Road from Atlantic Avenue to south of Flavor Pict Road contract (R2022-0646) dated July 12, 2022; and the Annual Structural Engineering Services contract (R2023-0262) dated March 14, 2023 from Scalar Consulting Group, Inc. (SCGI) to Scalar Consulting Group, LLC (SCGL);
- B) a Consent Agreement to transfer the Annual Structural Engineering Services contract (R2023-0260) dated March 14, 2023; the Structural Engineering Services contract (R2020-0547) dated June 2, 2020; the Structural Engineering Services contract (R2017-0026) dated January 10, 2017; the CR 880 over SFWMD C-51 Canal Bridge Replacement contract (R2015-0839) dated July 7, 2015; and the Structural Engineering Services Annual contract (R2014-0119) dated February 4, 2014 from Alan Gerwig & Associates, Inc. (AGA) to GM2 Associates, Inc. (GM2);
- C) a Consent Agreement to transfer the Old Dixie Highway from Yamato Road to Linton Boulevard contract (R2015-0264) dated March 10, 2015; the Westgate Avenue from Wabasso Drive to Congress Avenue contract (R2020-1312) dated September 15, 2020; the Summit Boulevard over C-51 Canal Bridge Replacement contract (R2023-0251) dated March 14, 2023; and the Center Street from Loxahatchee River Road to Alternate A-1-A contract (R2024-0750) dated July 2, 2024 from Consor Engineers, LLC (CEL) to Consor North America, Inc. (CNAI); and
- D) a Consent Agreement to transfer the Gun Club Road from Forest Estates Drive to LWDD E-3 Canal contract (R2019-0272) dated March 12, 2019; the Annual Intersection Improvements Services contract (R2020-0542) dated June 2, 2020; the Annual Traffic Signal Services contract (R2020-0621) dated June 16, 2020; the Lyons Road north of LWDD L-30 Canal to Boynton Beach Boulevard contract (R2020-0991) dated August 25, 2020; and the Melaleuca Lane and Jog Road Intersection Improvements contract (R2021-0016) dated January 12, 2021 from Propel Engineering, Inc. (PEI) to Propel Engineering, LLC (PEL).

**SUMMARY:** In accordance with Countywide PPM CW-O-051, all delegated contracts, agreements and grants must be submitted by the initiating department as a receive and file agenda item. On October 8, 2024, as authorized by Resolution R2024-1308, the County Administrator delegated authority to the County Engineer, Deputy County Engineer, and Assistant County Engineer to approve standard Consent Agreements. The County Engineer approved the Consent Agreements with SCGI and SCGL on June 17, 2025; AGA and GM2 on March 13, 2025; CEL and CNAI on June 26, 2025; and PEI and PEL on June 26, 2025. (Continued on Page 3)

**Attachments:**

1. Consent Agreement for SCGI and SCGL with Ebix Compliance
2. Consent Agreement for AGA and GM2 with Ebix Compliance
3. Consent Agreement for CEL and CNAI with Ebix Compliance
4. Consent Agreement for PEI and PEL with Ebix Compliance

|                 |                             |          |
|-----------------|-----------------------------|----------|
| Recommended by: | David Ricks                 | Date     |
| YBH/TEL         | Deputy County Administrator | 10/21/25 |
| Approved By:    | Deputy County Administrator | Date     |

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years            | 2026 | 2027 | 2028 | 2029 | 2030 |
|-------------------------|------|------|------|------|------|
| 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-  | -0-  |
| # ADDITIONAL FTE        |      |      |      |      |      |
| POSITIONS (Cumulative)  | -0-  | -0-  | -0-  | -0-  | -0-  |

Is Item Included in Current Budget?

Yes ☐ No ☒

Is this item using Federal Funds?

Yes ☐ No ☒

Is this item using State Funds?

Yes ☐ No ☒

Budget Account No: Fund      Dept      Unit      Object

Recommended Sources of Funds/Summary of Fiscal Impact:

\*\*No Fiscal Impact\*\*

C. Departmental Fiscal Review:

Danny Ramblings

III. REVIEW COMMENTS

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

Sharon 9/29/2025  
MO OFMB  
9/29

Thundi Grack 10/1/25  
Contract Dev. and Control  
267 10.1.25

B. Approved as to Form and Legal Sufficiency:

MM 10/2/25

Assistant County Attorney

C. Other Department Review:

\_\_\_\_\_  
Department Director

This summary is not to be used as a basis for payment.      2

**SUMMARY (Continued from Page 1):**

SCGI changed its name to SCGL on December 23, 2024; AGA and its related entities were acquired by GM2 on November 13, 2023; CEL changed its name to CNAI on December 23, 2024; and PEI changed its name to PEL on October 11, 2024. Countywide (YBH)

**Background and Justification:**

The Board of County Commissioners (BCC) approved the contracts pursuant to Section 287.055, Florida Statutes, Consultants Competitive Negotiations Act. SCGI, AGA, CEL and PEI requested that Palm Beach County (County) approve the assignment of their contracts to SCGL, GM2, CNAI and PEL, respectively. Since professional services are still necessary for the completion of the contracts, the County's consent to the assignment of the contracts ensures the continuation of these services.

**ASSIGNMENT ASSUMPTION AND CONSENT AGREEMENT**  
**BY AND BETWEEN PALM BEACH COUNTY**  
**AND SCALAR CONSULTING GROUP INC.**  
**AND SCALAR CONSULTING GROUP LLC**  
**FOR VARIOUS PROJECT CONTRACTS**

This Assignment Assumption and Consent Agreement (ASSIGNMENT) is made and entered into as of June 17, 2025 by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (COUNTY); **Scalar Consulting Group Inc., a Florida for Profit Corporation** (ASSIGNOR) whose Federal ID is 45-1909667; and **Scalar Consulting Group LLC, a Florida Limited Liability Company** (ASSIGNEE) whose Federal ID is 45-1909667 (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 to be assigned are the contracts listed below, together with the consultant service authorizations and supplements issued pursuant thereto (collectively, CONTRACTS) are:

- Benoist Farms Road from S.R. 80 to Belvedere Road Contract, Project #2015509, (R2016-0844) dated July 19, 2016
- Florida Mango Road from S. of Barbados Road to N. of Myrica Road Contract, Project #2017517, (R2017-1663) dated November 7, 2017
- Prosperity Farms Road over SFWMD C-17 Canal Bridge Replacement Contract, Project #2018800, (R2019-1732) dated November 26, 2019
- Annual Structural Engineering Services Contract on a Task Order Basis, Project #N/A, (R2020-0549) dated June 2, 2020

- Lyons Road from Atlantic Avenue to S. of Flavor Pict Road Contract, Project #2021500, (R2022-0646) dated July 12, 2022
- Annual Structural Engineering Services Contract on a Consultant Service Authorization Basis, Project #2022057, (R2023-0262) dated March 14, 2023

**Section 2 - ASSIGNMENT DATE** - ASSIGNOR hereby conveys, transfers and assigns its rights, title and interest in, to, and under the CONTRACTS to ASSIGNEE, as of December 23, 2024 (ASSIGNMENT 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 ASSIGNMENT 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 ASSIGNMENT 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 ASSIGNMENT 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 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 ASSIGNMENT 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 ASSIGNMENT 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 ASSIGNMENT DATE, any and all notices required under the CONTRACTS and all payments to be paid under the CONTRACTS will be delivered to ASSIGNEE, at:

Aniruddha Gotmare, P.E., Managing Member  
Scalar Consulting Group, LLC  
5713 Corporate Way, Suite 200  
West Palm Beach, FL 33407  
Phone: (561) 429-5065  
Email: agotmare@scalarinc.net

**Section 10 – EFFECTIVE DATE** - This ASSIGNMENT is effective on the date executed by the County (EFFECTIVE DATE).

**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.

**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.

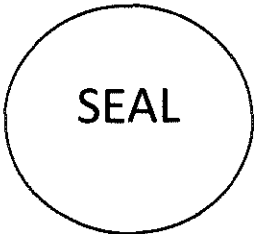
COUNTY:  
APPROVED AS TO TERMS  
AND CONDITIONS

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

ASSIGNOR:  
Scalar Consulting Group Inc.

  
Aniruddha Gotmare, P.E., President

(Corp. Seal)



ATTEST WITNESS:

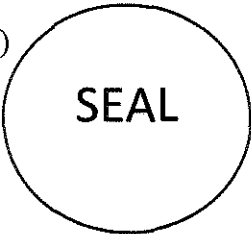
  
Signature

Ana More  
Name (type or print)

ASSIGNEE:  
Scalar Consulting Group LLC

  
Aniruddha Gotmare, P.E., Managing Member

(Corp. Seal)



ATTEST WITNESS:

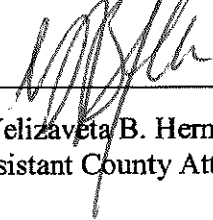
  
Signature

Ana More  
Name (type or print)



{SIGNATURE PAGES CONTINUED}

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: ybh   
Yelizaveta B. Herman  
Assistant County Attorney

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

By: David Z. Ricks   
David Ricks, County Engineer



Palm Beach County  
Compliance Summary Report

| Vendor Number | Vendor Name                 | AM Best Rating | Insurance Carrier                                  | Policy #    | Eff. Date | Exp. Date | Coverage               | Contract Number      | Contract Name                                               |
|---------------|-----------------------------|----------------|----------------------------------------------------|-------------|-----------|-----------|------------------------|----------------------|-------------------------------------------------------------|
| DX00003173    | Scalar Consulting Group LLC |                | Compliant                                          |             |           |           |                        | Various Projects/Str | Various Projects and Annual Structural Engineering Services |
|               |                             | Ap , XV        | National Union Fire Insurance Company of Pittsburg | BE014670080 | 4/16/2024 | 4/16/2025 | Excess Liability       |                      |                                                             |
|               |                             | Ar , XV        | Main Street America Protection Insurance Company   | BPG1531Y    | 4/16/2024 | 4/16/2025 | General Liability      |                      |                                                             |
|               |                             | A+p , XIV      | AmGUARD Insurance Company                          | SCPL608699  | 1/17/2025 | 1/17/2026 | Professional Liability |                      |                                                             |

Risk Profile : Standard - Professional Services

Required Additional Insured : Palm Beach County Board of County Commissioners

Ownership Entity :

**ASSIGNMENT ASSUMPTION AND CONSENT AGREEMENT**  
**BY AND BETWEEN PALM BEACH COUNTY**  
**AND ALAN GERWIG & ASSOCIATES, INC.**  
**AND GM2 ASSOCIATES, INC.**  
**FOR VARIOUS STRUCTURAL ENGINEERING CONTINUING SERVICE**  
**CONTRACTS**

This Assignment Assumption and Consent Agreement (ASSIGNMENT) is made and entered into as of 3/13/25 by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (COUNTY); **Alan Gerwig & Associates, Inc.**, a **Florida for Profit Corporation** (ASSIGNOR) whose Federal ID is **65-0843137**; and **GM2 Associates, Inc.**, a **Foreign for Profit Corporation** (ASSIGNEE) whose Federal ID is **06-1510087** (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 to be assigned are the contracts listed below, together with the work orders issued pursuant thereto (collectively, CONTRACTS) are:

- **Annual Structural Engineering Services Contract**, Project #2022057, (R2023-0260) dated March 14, 2023;
- **Structural Engineering Services Contract**, Project #2020058, (R2020-0547) dated June 2, 2020, as amended on May 3, 2022 (R2022-0390);
- **Structural Engineering Services Contract** (R2017-0026) dated January 10, 2017, as amended on December 19, 2017 (R2017-1876), June 5, 2018 (R2018-0816), December 18, 2018 (R2018-1973), and October 8, 2019 (R2019-1497);
- **CR 880 Over SFWMD C-51 Canal Bridge Replacement**, Project #2015500 (R2015-0839) dated July 7, 2015; and

*Attachment 2*

- **Structural Engineering Services Annual Contract** (R2014-0119) dated February 4, 2014, as amended on February 3, 2015 (R2015-0126) and January 26, 2016 (R2016-0019).

**Section 2 - Assignment Date** - ASSIGNOR hereby conveys, transfers and assigns its rights, title and interest in, to, and under the CONTRACTS to ASSIGNEE, as of November 13, 2023 (Assignment 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 Assignment 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 Assignment 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 Assignment 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.

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**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 Assignment Date.

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

**Manish K. Gupta, P.E., President**  
**GM2 Associates, Inc.**  
**115 Glastonbury Boulevard**  
**Glastonbury, CT 06033**  
**Phone: (860) 659-1416**  
**Email: MKGupta@GM2INC.COM**

**Section 10 – Effective Date** - This ASSIGNMENT is effective on the date executed by the COUNTY (Effective Date).

**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.

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*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.

**COUNTY:**

APPROVED AS TO TERMS

AND CONDITIONS

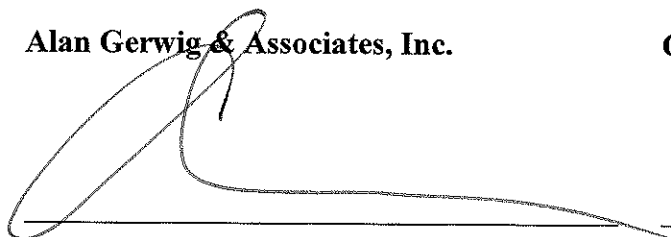
By: 

Morton L. Rose, P.E.

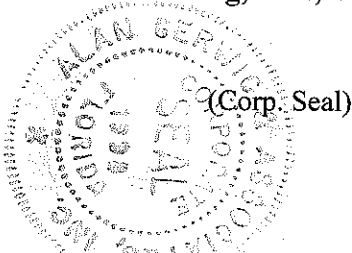
Director of Roadway Production

**ASSIGNOR:**

Alan Gerwig & Associates, Inc.



Alan Gerwig, P.E., Vice President



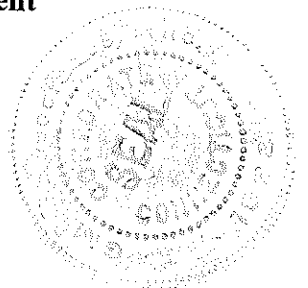
**ASSIGNEE:**

GM2 Associates, Inc.



Manish K. Gupta, P.E., President

(Corp. Seal)



**ATTEST WITNESS:**



Signature



Name (type or print)

**ATTEST WITNESS:**



Signature



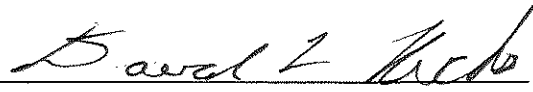
Name (type or print)

{SIGNATURE PAGES CONTINUED}

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

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

By:   
Yelizaveta B. Herman  
Assistant County Attorney

By:   
David Ricks, County Engineer





Palm Beach County  
Compliance Summary Report

| Vendor Number | Vendor Name                      | AM Best Rating | Insurance Carrier                                  | Policy #      | Eff. Date | Exp. Date | Coverage               | Contract Number | Contract Name                                               |
|---------------|----------------------------------|----------------|----------------------------------------------------|---------------|-----------|-----------|------------------------|-----------------|-------------------------------------------------------------|
| DX00002642    | GM2 Engineering Associates, Inc. |                | Compliant                                          |               |           |           |                        | R2024           | Various Structural Engineering Continuing Service Contracts |
|               |                                  | Ag , XV        | The Continental Insurance Company                  | 7036299435    | 1/1/2025  | 1/1/2026  | Excess Liability       |                 |                                                             |
|               |                                  | Ag , XV        | Valley Forge Insurance Company                     | 7036299421    | 1/1/2025  | 1/1/2026  | General Liability      |                 |                                                             |
|               |                                  | A+g , XV       | Hudson Insurance Company                           | PRB0619120081 | 1/1/2025  | 1/1/2026  | Professional Liability |                 |                                                             |
|               |                                  | Ag , XV        | American Casualty Company of Reading, Pennsylvania | 7036299449    | 1/1/2025  | 1/1/2026  | Workers Comp           |                 |                                                             |

Risk Profile : Standard - Professional Services  
Required Additional Insured : Palm Beach County Board of County Commissioners  
Ownership Entity :

**ASSIGNMENT ASSUMPTION AND CONSENT AGREEMENT**  
**BY AND BETWEEN PALM BEACH COUNTY**  
**AND CONSOR ENGINEERS, LLC**  
**AND CONSOR NORTH AMERICA, INC.**  
**FOR VARIOUS PROJECT CONTRACTS**

This Assignment Assumption and Consent Agreement (ASSIGNMENT) is made and entered into as of June 24, 2025 by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (COUNTY); Consor Engineers, LLC, a Florida Limited Liability Company (ASSIGNOR) whose Federal ID is 59-3221706; and Consor North America, Inc., a Foreign for Profit Corporation (ASSIGNEE) whose Federal ID is 93-0768555 (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 to be assigned are the contracts listed below, together with the supplements issued pursuant thereto (collectively, CONTRACTS) are:

- Old Dixie Highway from Yamato Road to Linton Boulevard Contract, Project #2014500, (R2015-0264) dated March 10, 2015
- Westgate Avenue from Wabasso Drive to Congress Avenue Contract, Project #2019601, (R2020-1312) dated September 15, 2020
- Summit Boulevard over C-51 Canal Bridge Replacement Contract, Project #2022803, (R2023-0251) dated March 14, 2023
- Center Street from Loxahatchee River Road to Alternate A-1-A Contract, Project #2022503, (R2024-0750) dated July 2, 2024

**Section 2 - ASSIGNMENT DATE** - ASSIGNOR hereby conveys, transfers and assigns its rights, title and interest in, to, and under the CONTRACTS to ASSIGNEE, as of December 23, 2024

(ASSIGNMENT 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 ASSIGNMENT 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 ASSIGNMENT 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 ASSIGNMENT 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 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 ASSIGNMENT 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 ASSIGNMENT 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 ASSIGNMENT DATE, any and all notices required under the CONTRACTS and all payments to be paid under the CONTRACTS will be delivered to ASSIGNEE, at:

Hisham Mahmoud, Executive Chair  
Conсор North America, Inc.  
6505 Waterford District Drive, Suite 470  
Miami, FL 33126  
Phone: (708) 630-9850  
Email: [Hisham.mahmoud@consoreng.com](mailto:Hisham.mahmoud@consoreng.com)

**Section 10 – EFFECTIVE DATE** - This ASSIGNMENT is effective on the date executed by the County (EFFECTIVE DATE).

**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.

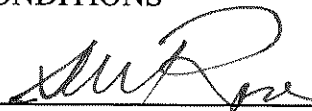
**Section 14 - Counterparts** - This ASSIGNMENT, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same ASSIGNMENT. The COUNTY may execute the ASSIGNMENT through electronic or

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.

**COUNTY:**

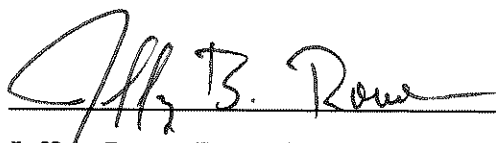
APPROVED AS TO TERMS  
AND CONDITIONS

By: 

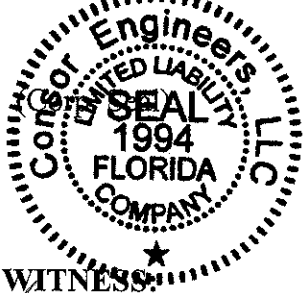
Morton L. Rose, P.E.  
Director of Roadway Production

**ASSIGNOR:**

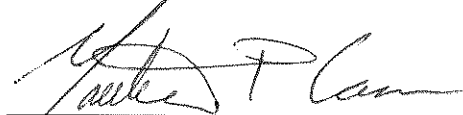
Conсор Engineers, LLC



Jeffrey Rowe, Executive Vice President



**ATTEST WITNESS:**



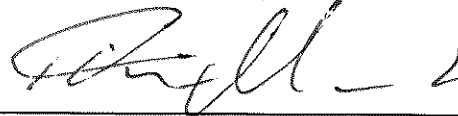
Signature

Matthew P Cass

Name (type or print)

**ASSIGNEE:**

Conсор North America, Inc.



Hisham Mahmoud, Executive Chair



**ATTEST WITNESS:**



Signature

Matthew P Cass

Name (type or print)

*{SIGNATURE PAGES CONTINUED}*

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: /s/Yelizaveta B. Herman

Yelizaveta B. Herman  
Assistant County Attorney

**COUNTY:**

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

By: 

David Ricks, County Engineer



**ASSIGNMENT ASSUMPTION AND CONSENT AGREEMENT**  
**BY AND BETWEEN PALM BEACH COUNTY**  
**AND PROPEL ENGINEERING, INC.**  
**AND PROPEL ENGINEERING, LLC**  
**FOR VARIOUS ANNUAL SERVICES AND PROJECT CONTRACTS**

This Assignment Assumption and Consent Agreement (ASSIGNMENT) is made and entered into as of June 26, 2025 by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (COUNTY); **Propel Engineering, Inc.**, a **Florida for Profit Corporation** (ASSIGNOR) whose Federal ID is **46-3316950**; and **Propel Engineering, LLC**, a **Florida Limited Liability Company** (ASSIGNEE) whose Federal ID is **46-3316950** (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 to be assigned are the contracts listed below, together with the work orders issued pursuant thereto (collectively, CONTRACTS) are:

- **Gun Club Road from Forest Estates Drive to LWDD E-3 Canal Contract**, Project #2018501, (R2019-0272) dated March 12, 2019
- **Annual Intersection Improvements Services Contract**, Project #N/A, (R2020-0542) dated June 2, 2020
- **Annual Traffic Signal Services Contract**, Project #N/A, (R2020-0621) dated June 16, 2020
- **Lyons Road N. of LWDD L-30 Canal to Boynton Beach Boulevard Contract**, Project #2018503 (R2020-0991) dated August 25, 2020
- **Melaleuca Lane and Jog Road Intersection Improvements Contract**, Project #2019501, (R2021-0016) dated January 12, 2021

*Attachment 4*



**Section 2 - Assignment Date** - ASSIGNOR hereby conveys, transfers and assigns its rights, title and interest in, to, and under the CONTRACTS to ASSIGNEE, as of October 11, 2024 (Assignment 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 Assignment 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 Assignment 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 Assignment 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.

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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 Assignment 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 Assignment 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 Assignment Date, any and all notices required under the CONTRACTS and all payments to be paid under the CONTRACTS will be delivered to ASSIGNEE, at:

**Majharul Alam, P.E., President**  
**Propel Engineering, LLC**  
**2711 Vista Parkway, Suite B-7**  
**West Palm Beach, FL 33411**  
Phone: (561) 866-5730  
Email: [maj@propel-engineering.com](mailto:maj@propel-engineering.com)

**Section 10 – Effective Date** - This ASSIGNMENT is effective on the date executed by the COUNTY (Effective Date).

**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.

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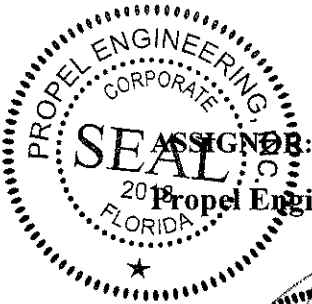
Assignment Assumption and Consent Agreement

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.

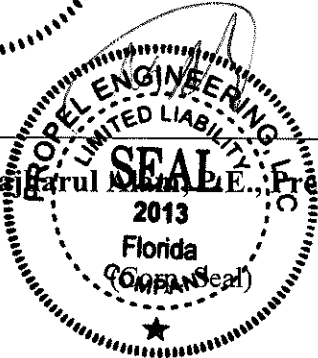
COUNTY:

APPROVED AS TO TERMS  
AND CONDITIONS

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



ASSIGNOR:  
Propel Engineering, Inc.

  
Majharul Alam, P.E., President  


ASSIGNEE:  
Propel Engineering, LLC

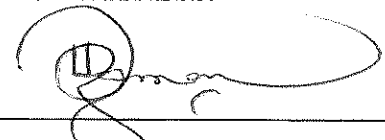
  
Majharul Alam, P.E., President  


ATTEST WITNESS:

  
Signature

MUHAMMAD RASHEDUZZAMAN  
Name (type or print)

ATTEST WITNESS:

  
Signature

MUHAMMAD RASHEDUZZAMAN  
Name (type or print)

### Assignment Assumption and Consent Agreement

{SIGNATURE PAGES CONTINUED}

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

**COUNTY:**

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

By: /s/Yelizaveta B. Herman

Yelizaveta B. Herman  
Assistant County Attorney

By: David L. Cook

David Ricks, County Engineer

(Seal)



Palm Beach County  
Compliance Summary Report

| Vendor Number | Vendor Name             | AM Best Rating | Insurance Carrier                                  | Policy #    | Eff. Date  | Exp. Date  | Coverage               | Contract Number | Contract Name                                      |
|---------------|-------------------------|----------------|----------------------------------------------------|-------------|------------|------------|------------------------|-----------------|----------------------------------------------------|
| DX00003196    | Propel Engineering, LLC |                | Compliant                                          |             |            |            |                        | R2025-          | Various Annuals & Projects - Assignment Assumption |
|               |                         | A+p , XV       | Property and Casualty Insurance Company of Hartfor | 21SBMBK2ENA | 10/10/2024 | 10/10/2025 | Excess Liability       |                 |                                                    |
|               |                         | A+p , XV       | Hartford Casualty Insurance Company                | 21SBMBK2ENA | 10/10/2024 | 10/10/2025 | General Liability      |                 |                                                    |
|               |                         | A , XV         | Lloyds Underwriters (Canada Branch)                | PLC0371800  | 10/10/2024 | 10/10/2025 | Professional Liability |                 |                                                    |
|               |                         | A+p , XV       | Hartford Casualty Insurance Company                | 21WECAZ9L3L | 10/10/2024 | 10/10/2025 | Workers Comp           |                 |                                                    |

Risk Profile : Standard - Professional Services  
Required Additional Insured : Palm Beach County Board of County Commissioners  
Ownership Entity :