



ASSIGNMENT AND ASSUMPTION AGREEMENT

GMX PROCUREMENT/CONTRACT NO.: RFQ-25-03(A)-A
GMX WORK PROGRAM NO.: N/A
GMX PROJECT/SERVICE TITLE: MISCELLANEOUS DESIGN SERVICES

This Assignment and Assumption Agreement ("**Agreement**"), dated as of this 1st day of September 2026 ("**Effective Date**"), is made by and between **BCC Engineering, LLC**, a **Florida** Limited Liability Company authorized to transact business in the State of Florida, with offices located at **6401 SW 87 Avenue, Suite 200, Miami, Florida 33173, FEIN 65-0540100** ("**Assignor**"); and **Parsons Transportation Group Inc.**, the ultimate parent company of **BCC Engineering, LLC**, an active for-profit **Illinois** corporation, validly existing and doing business in the State of Florida, with offices located at **100 M Street, SE, Suite 900, Washington, DC 20003, FEIN 36-0982270** ("**Assignee**"), and the **Greater Miami Expressway Agency** (the "**Agency**" or "**GMX**"), a body politic and corporate, a public instrumentality and an agency of the State of Florida, existing under Florida Statutes Chapter 348, Part I, as amended, acting by and through its Governing Board, collectively referred to as (the "**Parties**") to this Agreement.

WHEREAS, Assignor is contracted to GMX to provide **Miscellaneous Design Services** (the "**Services**"), pursuant to the terms of the **GMX Procurement/Contract No.: RFQ-25-03(A)** dated **May 30, 2025**, referred to as the "**Assigned Agreement**", attached hereto as **Exhibit A** and hereby incorporated herein by this reference;

WHEREAS, the Assignor is an indirect wholly owned subsidiary of the Assignee;

WHEREAS, Assignor desires to assign all of its rights and delegate to Assignee all of its obligations and responsibilities under the Assigned Agreement;

WHEREAS, Assignee desires to accept such assignment of the Assignor's rights and delegation of obligations and responsibilities under the Assigned Agreement under the terms and conditions of this Agreement; and

WHEREAS, pursuant to the terms and conditions of this Agreement, GMX consents to the assignment of the Assigned Agreement to Assignee.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein and made a part hereof by this reference, the mutual covenants, terms and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Assignment and Assumption Agreement
Assignor 
Assignee 



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1. **Assignment and Assumption.**

1.1 **Assignment.**

As of the "Effective Date of the Agreement, the Assignor assigns to Assignee:

- (a) all of its rights under the Assigned Agreement and
- (b) delegates to Assignee all of its obligations and responsibilities under the Assigned Agreement.

1.2 **Assumption.**

As of the Assignment Date, Assignee unconditionally accepts all of Assignor's rights, obligations and responsibilities in accordance with the Assigned Agreement and assumes and agrees to be bound by, fulfill, and perform all of the liabilities, obligations, duties, and covenants under or arising out of the Assigned Agreement as of the Assignment Date and continuing until termination or expiration of the Assigned Agreement. Assignor, as an indirect wholly owned subsidiary of Assignee, hereby agrees that this Agreement does not relieve Assignor of the contractual liabilities for any failure by Assignee to perform the Services of the Assigned Agreement.

1.3 **Substitution.**

GMX recognizes Assignee as Assignor's ultimate parent company and successor provider of the Services outlined in the Assigned Agreement. Assignee by this Agreement becomes entitled to all right, title and interest of Assignor in and to the Assigned Agreement in as much as Assignee is the substituted party to the Assigned Agreement as of and after the Assignment Date. GMX and Assignee shall be bound by the terms of the Assigned Agreement in every way as if Assignee is named in the Assigned Agreement in place of Assignor as a party thereto.

2. **Outstanding Payments.**

Within thirty (30) days of the Assignment Date, GMX shall remit to Assignor any outstanding payments due to Assignor as compensation for services rendered under the Assigned Agreement prior to the Assignment Date.

3. **Extension of Term of Assigned Agreement.**

The Parties hereby acknowledge that the term of the Assigned Agreement shall not be affected by this Assignment. The current expiration of the Assigned Agreement is **June 8, 2028**, with one (1) optional renewal period of two (2) years, exercisable at GMX's sole and absolute discretion.



4. **Agreement Amount.**

The original Agreement has a not-to-exceed amount of ***Three Million Dollars and Zero Cents (\$3,000,000.00)***. Pursuant to the Agreement, Task Authorization RFQ-25-03(A)/FY26/TA-01 was issued in the amount of ***One Hundred Ninety-Nine Thousand Five Hundred Nineteen Dollars and Forty-Three Cents (\$199,519.43)***, and Task Authorization RFQ-25-03(A)/FY26/TA-02 was issued in the amount of ***One Hundred Fifty-Three Thousand Three Hundred Fifty-Two Dollars and Seventy-Four Cents (\$153,352.74)***. The Assignee further acknowledges and agrees that the remaining available balance under the Agreement shall be determined by subtracting from the Agreement's not-to-exceed amount of Three Million Dollars and Zero Cents (\$3,000,000.00) the final authorized amounts of all Task Authorizations issued under the Agreement as of the effective date of this Assignment, including, without limitation, Task Authorizations RFQ-25-03(A)/FY26/TA-01 and RFQ-25-03(A)/FY26/TA-02.

5. **Representations and Warranties.**

5.1 **Assignor's Representations and Warranties.**

Assignor represents and warrants as follows:

- (a) It is duly organized, validly existing, and in good standing under the laws of the State of Florida and authorized to transact business in the State of Florida;
- (b) It has the full right, corporate power and authority to enter into this Agreement and to perform its obligations hereunder;
- (c) It has taken all necessary corporate action to authorize the execution of this Agreement by its Representative whose signature is set forth at the end hereof;
- (d) When executed and delivered by it, this Agreement will constitute the legal, valid and binding obligation of Assignor, enforceable against it in accordance with its terms;
- (e) To the best of Assignor's knowledge, it is not in material default of the Assigned Agreement.

5.2 **Assignee's Representations and Warranties.**

Assignee represents and warrants as follows:

- (a) It is duly organized, validly existing, and in good standing under the laws of the State of Illinois and authorized to transact business in the State of Florida;
- (b) It has the full right, corporate power and authority to enter into this Agreement and to perform its obligations hereunder;

- (c) It has taken all necessary corporate action to authorize the execution of this Agreement by its representative whose signature is set forth below;
- (d) When executed and delivered by it, this Agreement will constitute the legal, valid and binding obligation of Assignee, enforceable against it in accordance with its terms, and will place GMX in privity with Assignee with regard to the Assigned Agreement;
- (e) It has the requisite skill, knowledge and human, financial, and other resources to perform the obligations of the Assigned Agreement and that it shall begin performance of such obligations on the effective date of this Agreement;
- (f) It has all requisite licenses, permits, and other governmental approvals necessary to perform the obligations of the Assigned Agreement in the State of Florida; and
- (g) It shall maintain and shall continue to maintain and provide proof of insurance coverage of such types and with such limits as provided in the Assigned Agreement, prior to commencing any work thereunder; and

5.3 **GMX's Representations and Warranties.**

GMX represents and warrants as follows:

- (a) It is a body politic and corporate, a public instrumentality, of the State of Florida, created pursuant to Chapter 348, Part I, Florida Statutes, as amended;
- (b) It has the full right, power, and authority pursuant to its Board adopted policies and specific Board approval to enter into this Agreement to perform its obligations hereunder. In the absence of the Board, all references to the Board shall mean the Executive Director;
- (c) It has taken all necessary action as required by its Board adopted policies to consent and authorize the assignment contemplated herein and to authorize the execution of this Agreement by its Representative whose signature is set forth at the end hereof. In the absence of the Board, all references to the Board shall mean the Executive Director;
- (d) When executed and delivered by it, this Agreement will constitute the legal, valid and binding obligation of GMX, enforceable against it in accordance with its terms, and will place GMX in privity with Assignee with regard to the Assigned Agreement; and
- (e) To the best of GMX's knowledge, it is not in default of the Assigned Agreement.
- (f) To the best of GMX's knowledge, Assignor is not in default under the Assigned Agreement, nor is there any unsatisfied condition that would:



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- (i) Give rise to a claim by GMX for any portion of the performance bond issued on behalf of Assignor for the Assigned Agreement or
- (ii) That would prevent the refund to Assignor of any retainage held by GMX.

6. **Miscellaneous.**

6.1 **Successors and Assigns.**

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Nothing in this Agreement shall be construed to release Assignor from any liabilities or obligations arising prior to the Assignment Date.

6.2 **Notices.**

Each party shall deliver all notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a "**Notice**") in writing and addressed to the other party at its address set forth below (or to such other address that the receiving party may designate from time to time in accordance with this section). Each party shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or e-mail of a PDF document (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

Notice to Assignor: Alfred Lurigados, PE^{*}
Sr. Vice President
BCC Engineering, LLC
6401 SW 87 Avenue
Suite 200
Miami, Florida 33173

Notice to Assignee: Abdullah Zeini
SVP & Deputy General Counsel
Parsons Transportation Group Inc.
201 E. Pine Street
Suite 900
Orlando, Florida 32801



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Notice to GMX: Jose Hidalgo, MBA, CPPB, FCCM
Procurement Manager
Greater Miami Expressway Agency (GMX)
3790 N.W. 21st Street
Miami, Florida 33142

With a copy to: Jason Gonzalez
GMX General Counsel
Lawson Huck Gonzalez, PLLC
101 E. College Avenue, 5th Floor
Tallahassee, Florida 32301

6.3 Headings.

The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

6.4 Severability.

If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability does not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

6.5 Entire Agreement.

This Agreement constitutes the sole and entire Agreement of the Parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, Agreements, representations and warranties, both written and oral, with respect to such subject matter.

6.6 Further Actions.

Each Party covenants and agrees, at its own expense, to execute and deliver, at the request of the other party, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Agreement.

6.7 Amendment and Modification.

No amendment to this Agreement is effective unless it is in writing, identified as an amendment to this Agreement and signed by an authorized representative of each party to this Agreement.

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Assignor 
Assignee 

Notwithstanding the foregoing, the Parties acknowledge that any amendments to the Assigned Agreement that may occur after the Assignment Date, which do not affect the terms and conditions of this Agreement, may be done solely by and between the Assignee and GMX, without requiring the consent of the Assignor.

6.8 Waiver.

- (a) No waiver under this Agreement is effective unless it is in writing and signed by an authorized representative of the party waiving its right.
- (b) Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated and does not operate as a waiver on any future occasion.
- (c) None of the following constitutes a waiver or estoppel of any right, remedy, power, privilege or condition arising from this Agreement:
 - (i) any failure or delay in exercising any right, remedy, power or privilege or in enforcing any condition under this Agreement; or
 - (ii) any act, omission or course of dealing between the Parties.

6.9 Cumulative Remedies.

All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties or otherwise.

6.10 No Third Party Beneficiaries.

This Agreement benefits solely the Parties to this Agreement and their respective successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

6.11 Prohibition Against Contingent Fees.

Assignee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Assignee, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for Assignee any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the making of this Agreement.

6.12 Choice of Law; Venue; Waiver of Trial by Jury.

This Agreement is governed by, and construed in accordance with, the laws of the State of Florida without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of Florida. In the event of any dispute related to this Agreement, venue for any ensuing litigation shall be in Miami-Dade County in a court of competent jurisdiction. Each party hereby knowingly, irrevocably, voluntarily, and intentionally waives its right to trial by jury.

6.13 Independent Contractor.

In accepting the assignment and assuming the role of Assignor, Assignee and its employees, personnel, subconsultants, subcontractors, volunteers, and agents shall be and remain independent contractors and not agents or employees of GMX with respect to all of the acts and services performed pursuant to the terms of the Assigned Agreement.

6.14 Counterparts.

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together is deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Signatures transmitted electronically or by PDF shall be deemed original signatures.

6.15 Acknowledgement & Representation.

The Parties to this Agreement individually represent, warrant, and agree that:

- (a) They have been represented by legal counsel of their choice in connection with the Agreement;
- (b) They are fully aware and clearly understand all of the terms and provisions contained in this Agreement;
- (c) They have voluntarily, with full knowledge and without coercion or duress of any kind, entered into this Agreement;
- (d) They are not relying on any representation, either written or oral, express or implied, made to them by any other party other than as set forth in this Agreement; and
- (e) The consideration received by them to enter into this Agreement is actual and adequate.

6.16 Certification.

This document is a GMX document maintained in an electronic format and no changes other than those approved by GMX. may be made to this document without approval from GMX. The Assignor and Assignee must submit any requested changes or revisions to GMX for approval prior to the Assignor and Assignee executing this Agreement. By signing this document, the Assignor and Assignee hereby represents that no change has been made to the text of this document.

By executing this Agreement, the undersigned certify as follows:

- ☒ No changes have been made to this Agreement (Assignor).
- ☒ No changes have been made to this Agreement (Assignee).

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IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their respective and duly authorized officers as of the Effective Date defined herein.

GREATER MIAMI EXPRESSWAY AGENCY

By: *[Signature]* 8/1/26
For Rafael S. Garcia Date
Executive Director/CEO

BCC ENGINEERING, LLC

By: *[Signature]*
Signature of Authorized Officer
Ariel Millan
Print Name of Authorized Officer
Vice President
Title of Authorized Officer

PARSONS TRANSPORTATION GROUP INC.

By: *[Signature]*
Signature of Authorized Officer
Keith Travis
Print Name of Authorized Officer
Vice President
Title of Authorized Officer

Approved by GMX Board: 8/11/2026

Assignment and Assumption Agreement
Assignor *[Signature]*
Assignee KT



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Attachments:

- Exhibit A Assigned Agreement
- Exhibit B Merger Documentation
- Exhibit C Sworn Statement on Public Entity Crimes and Debarment
- Exhibit D Vendor's Bill of Rights and Responsibilities
- Exhibit E Annual Disclosure Form

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Assignor 
Assignee 