

R2018 1730  
ASSIGNMENT ASSUMPTION AND CONSENT AGREEMENT

**THIS ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT** (the “Assignment”) is made and entered into this NOV 20 2018 of \_\_\_\_\_ by and between Amec Foster Wheeler Environment & Infrastructure, Inc. (“Assignor”), Wood Environment & Infrastructure Solutions, Inc., (“Assignee”) and Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (the “County”).

**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 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 agreement to be assigned is the Contract for the annual Construction Materials Testing, Geotechnical Engineering and Inspection Services between Palm Beach County and Amec Foster Wheeler Environment & Infrastructure, Inc. (R2017-1722) dated November 21, 2017 together with Task Order Authorizations (“TOA”) issued pursuant thereto (the contract and the TOA’s together form the “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 April 16, 2018 (hereinafter the “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 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 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 not the result of a violation, breach, or failure to perform occurring prior to the Effective Date of this Assignment) 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 (and not the result of a violation, breach, or failure to perform occurring prior to 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 County relating to Assignor and all such rights are reserved by 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 County before the Effective Date, regardless of the dates of services or work performed, will be processed by County and if approved, paid to Assignor. Each invoice, payment certification and requisition, or other request for payment received by County on or after the Effective Date, regardless of the dates of service or work performed, shall be processed by County and if approved, shall be paid to Assignee.

**Section 6. Hold Harmless and Indemnity.** In the event 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 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:

Name: Alexander Rojas

Title: Project Manager

Address: 2580 Metrocentre Blvd.

Suite 6

West Palm Beach, FL 33407

Phone: 561-242-7713

Email: Alexander.Rojas@woodplc.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 he 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

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the day first above written.

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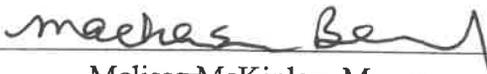
NOV 20 2018

ATTEST:  
SHARON R. BOCK  
Clerk and Comptroller

PALM BEACH COUNTY, a Political  
Subdivision of the State of Florida  
Board of County Commissioners

By:   
Deputy Clerk



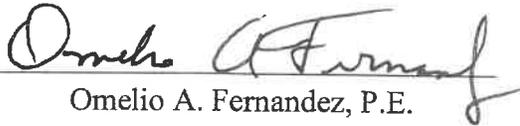
By:   
~~Melissa McKinlay, Mayor~~  
**Mack Bernard**

SEAL

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

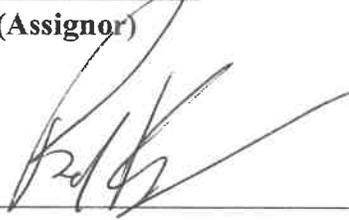
APPROVED AS TO TERMS  
AND CONDITIONS

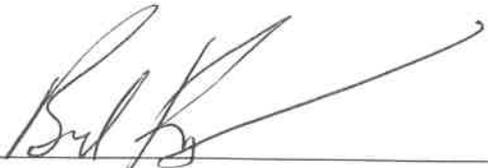
By:   
Yelizaveta B. Herman,  
Assistant County Attorney

By:   
Omelio A. Fernandez, P.E.  
Director of Roadway Production

Amec Foster Wheeler Environment  
& Infrastructure, Inc.  
(Assignor)

Wood Environment &  
Infrastructure Solutions, Inc.  
(Assignee)

By:   
(Signature)

By:   
(Signature)

Bradley J. Knight

Bradley J. Knight

Chief Counsel & Secretary

Chief Counsel & Secretary

(Print Name and Title)

(Print Name and Title)

