Agenda Item No.: 3-C-1

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

Meeting Date: N	ovember 20, 2018	[X] Consent [ ] Workshop	[ ] Regular [ ] Public Hearing
Department:	Engineering & Public Wor	ks 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 (Agreement) for the construction materials testing, geotechnical engineering and inspection services annual contract R2017-1722 dated November 21, 2017 (Contract) to transfer the Contract from Amec Foster Wheeler Environment & Infrastructure, Inc. (Amec) to Wood Environment & Infrastructure Solutions, Inc. (Wood); and
- B) the first amendment to the assigned Contract with Wood to extend the contract expiration date from November 20, 2018 to November 20, 2019, and to add reporting language to the contract.

SUMMARY: On April 16, 2018, Wood acquired the assets of Amec. Approval of the Agreement will allow the Contract with Amec to be assigned to Wood. Approval of the first amendment to the assigned Contract will extend the expiration dates of the Contract from November 20, 2018 to November 20, 2019, and add the additional reporting language required by Palm Beach County (County) to report information regarding the county of residency of the employees who work for a firm that was awarded a contract funded by the one-cent infrastructure sales tax. This is the first renewal of two possible one year renewals permitted per the original contract. After the second renewal, the Contract will need to be resolicited. The Small Business Enterprise (SBE) goal for all contracts is 15%. To date, tasks in the amount of \$30,500 have been authorized for Wood through the assigned Contract, with 25% SBE participation which meets their commitment of 25%. Wood has an office located in Palm Beach County. Countywide (LBH)

Background and Justification: On November 21, 2017, the Board of County Commissioners (BCC) approved the Contract with Amec. On April 16, 2018, Wood acquired the assets of Amec. Amec requested that the County accept the assignment of their Contract to Wood. Since professional services are still necessary for completion of the Contract, its assignment to Wood will provide for continuation of these services. The Engineering Department recommends the assignment of Amec's Contract to Wood. In accordance with the BCC's adopted procedures pursuant to Section 287.055, Florida Statutes, Consultants Competitive Negotiations Act, the assigned Contract was awarded to perform professional services relative to the County needs, and is presently under contract with the County, on an annual contractual basis. It is the consensus of the user departments that the consultant has, within the provisions of their contract, provided the professional services requested by the County. Since the consultant remains in good standing and wish to continue to provide the professional services as indicated in the Contract, the Engineering Department recommends renewing the Contract for one year.

#### Attachments:

1. Assignment Assumption and Consent Agreement (2)

2. First Amendment with Wood and Certificates of Insurance (2)

Recommended by:	52 That	15 OCT Z019
	County Engineer	Date
Approved by:	Pall	10/23/18
	Assistant County Administrator	Date

#### II. FISCAL IMPACT ANALYSIS

#### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures	<b>\$ -0-</b>	-0-	-0-	-0-	-0-
<b>Operating Costs</b>	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	<b>\$</b> **		-0-	-0-	-0-
# ADDITIONAL FTE					
<b>POSITIONS (Cumulative)</b>					

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

#### Budget Account No:

Fund

Dept

Unit

Object

# Recommended Sources of Funds/Summary of Fiscal Impact:

\*\* Fiscal impact is indeterminable at this time. This firm is authorized to provide services on a task order basis. 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:

В.	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

THIS ASSIGNMENT,	ASSUMPTION A	AND CONSENT	AGREEMENT	(the
"Assignment") is made and enter	ed into this	of	·	by
and between Amec Foster Whee	eler Environment &	Infrastructure, Inc.	("Assignor"), W	/ood
Environment & Infrastructure Sol	utions, Inc., ("Assign	nee") and Palm Bea	ch County, a poli	tical
subdivision of the State of Floric	la, by and through it	ts 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.

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:By:
SEAL	iviciissa ivicientay, iviayor
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS
By:Yelizaveta B. Herman, Assistant County Attorney	By: W Onelio A. Fernandez, P.E.  Director of Roadway Production
Amec Foster Wheeler Environment & Infrastructure, Inc. (Assignor)	Wood Environment & <u>Infrastructure Solutions, Inc.</u> (Assignee)
By:(Signature)	By: (Signature)
Bradley J. Knight	Bradley J. Knight
Chief Counsel & Secretary  (Print Name and Title)	Chief Courise Secretary  (Principal Sand Title)  (SEAL)  Page 5 of 5

# FIRST AMENDMENT TO THE ANNUAL CONSTRUCTION MATERIALS TESTING, GEOTECHNICAL ENGINEERING AND INSPECTION SERVICES CONTRACT NO. R2017-1722 DATED NOVEMBER 21, 2017, BY AND BETWEEN WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC. AND PALM BEACH COUNTY

This First Amendment to the Annual Construction Materials Testing, Geotechnical Engineering and Inspection Services Contract dated November 21, 2017, (R2017-1722), hereinafter "CONTRACT", by and between Wood Environment & Infrastructure Solutions, Inc., hereinafter "CONSULTANT" and the Board of County Commissioners of Palm Beach County, a political subdivision of the state of Florida, hereinafter, "COUNTY".

#### WITNESSETH

WHEREAS, on November 21, 2017, Amec Foster Wheeler Environment & Infrastructure, Inc. ("Amec") and the COUNTY entered into the CONTRACT for engineering services and other related tasks throughout Palm Beach County; and

WHEREAS, on April 16, 2018, Amec conveyed, transferred, and assigned its rights, title and interests under the CONTRACT to CONSULTANT; and

WHEREAS, on November 20, 2018, the COUNTY, Amec and CONSULTANT entered into the Assignment Assumption and Consent Agreement; and

WHEREAS, the CONTRACT may be extended, at the COUNTY's option for a defined period of time, not to exceed thirty-six months total contract time, upon approval of the COUNTY; and

WHEREAS, by this First Amendment, the CONSULTANT and the COUNTY mutually agree to amend the CONTRACT to extend the expiration date of the CONTRACT from November 20, 2018 to November 20, 2019; and

WHEREAS, by this First Amendment, the CONSULTANT and the COUNTY mutually agree to add to the CONTRACT SECTION 22 - **ADDITIONAL REPORTING**; and

WHEREAS, this is the first of the two allowable one (1) year term CONTRACT extensions per section 4.1.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the parties agree as follows:

- 1. The above recitations are true and correct and incorporated herein.
- 2. Add the following: SECTION 22 ADDITIONAL REPORTING

COUNTY requires CONSULTANT to track during the CONTRACT, and report at the end of the CONTRACT, the county of residence of the CONSULTANT's employees and its subconsultants' employees. CONSULTANT agrees to prepare and provide the required report with its request for final payment.

- 3. The CONTRACT is hereby amended to extend the expiration date of the CONTRACT from November 20, 2018 to November 20, 2019.
- 4. It is the intent of the parties hereto that this First Amendment shall not become binding until the date executed by the COUNTY.
- 5. Except as hereby amended, changed or modified, all other terms, conditions and obligations of the CONTRACT dated November 21, 2017 (R2017-1722), as amended, shall remain in full force and effect.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have cau (R2017-1722) to be executed and sealed the 2018.	sed this First Amendment to the CONTRACT nis,
OWNER:  Palm Beach County, Florida, a  Political Subdivision of the  State of Florida	CONSULTANT: Wood Environment & Infrastructure Solutions, Inc.
BOARD OF COUNTY COMMISSIONERS	
BY: Melissa McKinlay, Mayor	BY: Bradley J. Knight, Chief Coursel
SEAL	CORPORATE
ATTEST: Sharon R. Bock, Clerk & Comptroller Circuit Court	BY: LOS (Print Name)
BY:(Print Name)	(Signature)
(Signature)	BY: <u>Tenree</u> Mealister (Print (Name)
APPROVED AS TO TERMS AND CONDITIONS:	(Signature)
Omelio A. Fernandez, P.E. Director of Roadway Production	
APPROVED AS TO FORM & LEGAL SUFFICIENCY:	
BY: Yelizaveta B. Herman, Assistant County Attorney	

 $\label{eq:condition} 3 \\ F:\ROADWAY\CCNA\Annuals\TESTING\Wood Environment \& Infrastructure\2018\First Amendment\Wood First Amendment to Annual Contract - No Fee Change_Rev1.docx$ 

### SECRETARY CERTIFICATE OF AUTHORITY

The undersigned does hereby certify that:

- 1. He is a duly elected, qualified and acting Secretary of WOOD Environment and Infrastructure Solutions, Inc. ("Corporation");
- 2. The following individuals are hereby authorized to execute documents relating to the "Construction Materials Testing, Geotechnical Engineering and Inspection Services on an Annual work task order basis", with Palm Beach County for task order assignments under this Contract:
  - David Goershel Regional Manager of Florida
  - Ricardo Fraxedas Office Manager for West Palm Beach
  - Brian S. Hathaway Contract Project Manager
  - Alexander Rojas Project Manager

In witness whereof, the undersigned has subscribed	his name as this 1st day of	
August, 2018	ans name as this day of	
In witness whereof, the undersigned has subscribed August, 12018		
[Name] Bradley J. Knight		
[TITLE] Secretary		
Declared before me in the town of Alpharetta		
and and an analysis of the second sec		
Declared before me in the town ofAlpharetta	, Georgia this 1st day of	
August , 2018. /	-	
June 1		
Notary Public /2/2 / 2 / 2 / 2 / 2 / 2 / 2 / 2 / 2 /	Sarah	
My Commission Expires: 12/27/202/	Sarah J Smith (Note TARY PUBLIC FULTON COUNTY, GEORGIA	
	INIA MUMUICO:	á

My Commission Expires 12/27/2021

FAX (800) 363-0105

22667

42757

20702

26883

Limits shown are as requested

LIMITS

AA1128003

\$2,000,000

\$2,000,000

\$2,000,000

\$4,000,000

\$4,000,000

\$1,000,000

\$5,000

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DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached it more space is required)

SEE ATTACHED ADDENDUM FOR ADDITIONAL NAMED INSURED AMEC COMPANIES.

Re: Palm Beach County - Construction Materials Testing, Geotechnical Engineering and Inspection Services, Project # On An Annual Work T/O Basis; Project Start Date: Aug-25-2017 - Project Completion Date: Aug-25-2018.

Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employee and Agents are additional insured on the General Liability and Automobile Liability policies as required by written contract. Coverage is primary and non-contributory where required by written contract. Waiver of subrogation is applicable where required by written contract and allowed by law. Professional Liability includes full prior acts. CERTIFICATE HOLDER CANCELLATION

Palm Beach County C/O Insurance Tracking Services, (ITS)	Inc.
P.O. Box 20270	
Long Beach CA 90801 USA	

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ACORD 25 (2016/03)

ACORD"

Aon Risk Services Southwest, Inc.

TYPE OF INSURANCE

SCHEDULED

NON-OWNED AUTOS ONLY

OCCUR

N/A

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is re

CLAIMS-MADE X OCCUR

X COMMERCIAL GENERAL LIABILITY

GEN'LAGGREGATE LIMIT APPLIES PER

POLICY X PRO-JECT

OTHER: AUTOMOBILE LIABILITY

AUTOS ONLY HIRED AUTOS ONLY

UMBRELLA LIAB

DED RETENTION
WORKERS COMPENSATION AND
EMPLOYERS 'LABILITY
ANY PROPRIETOR / PARTNER / EXECUTIVE
OFFICERMEMBER EXCLUDED?
(Mandatory in NH)
If yes, describe under
DESCRIPTION OF OPERATIONS below

EXCESS LIAB

Archit&Eng Prof

Houston TX Office 5555 San Felipe Suite 1500 Houston TX 77056 USA

Wood Group USA, Inc. fka Amec Foster Wheeler 17325 Park Row Houston TX 77084 USA

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE NZED REPRESENTATIVE

PSDEFLBUU/20 Professional Liability SIR applies per policy terms & conditions

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If

SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

E-MAIL ADDRESS:

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requeste

POLICY NUMBER

CERTIFICATE NUMBER: 570073115774

HD0G27874265

ISA H25150132

WLRC64625196

Work Comp- A WLRC64625202

Work Comp- TN

ADDIU SUBR INSD WVD

CONTACT NAME: PHONE (A/C, No. Ext): (866) 283-7122

05/01/2018 01/31/2019

05/01/2018 01/31/2019

05/01/2018 01/31/2019 E.L. EACH ACCIDENT

07/01/2018 06/30/2019 Any One Claim

INSURER(S) AFFORDING COVERAGE

ACE American Insurance Company

Agri General Insurance Company

AIG Specialty Insurance Company

Lloyd's Syndicate No. 2003

ACE Fire Underwriters Insurance Co.

REVISION NUMBER

EACH OCCURRENCE

DAMAGE TO RENTED

PREMISES (Ea occurrence) MED EXP (Any one person)

PERSONAL & ADV INJURY

PRODUCTS - COMP/OP AGG

GENERAL AGGREGATE

COMBINED SINGLE LIMIT (Ea accident)

PROPERTY DAMAGE

EACH OCCURRENCE

X PER STATUTE

E L, DISEASE-EA EMPLOYEE

E.L. DISEASE-POLICY LIMIT

Aggregate Limit

AGGREGATE

BODILY INJURY ( Per person)

BODILY INJURY (Per accident)

LOC#:

ADDITIONAL REMARKS SCHEDULE Page \_ of \_ NAMED INSURED Aon Risk Services Southwest, Inc. Wood Group USA, Inc. POLICY NUMBER See Certificate Number: 570073115774 NAIC CODE See Certificate Number: 570073115774 EFFECTIVE DATE: ADDITIONAL REMARKS THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM, FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance INSURER(S) AFFORDING COVERAGE NAIC # INSURER INSURER INSURER INSURER If a policy below does not include limit information, refer to the corresponding policy on the ACORD ADDITIONAL POLICIES certificate form for policy limits. POLICY EFFECTIVE DATE (MM/DD/YYYY) POLICY EXPIRATION DATE (MM/DD/YYYY) ADDL SUBR INSR LTR POLICY NUMBER TYPE OF INSURANCE LIMITS WORKERS COMPENSATION c RWCC64785825 05/01/2018 01/31/2019 Work Comp- WI

ACORD 101 (2008/01)

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ADU	HONAL REM	ARKS SCHEDULE	Page _ of _
AGENCY		NAMED INSURED	
Aon Risk Services Southwest, Inc.		Wood Group USA, Inc.	
POLICY NUMBER			
See Certificate Number: 5700731157	774		:
CARRIER	NAIC CODE		
See Certificate Number: 5700731157		EFFECTIVE DATE:	
ADDITIONAL DEMARKS			

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM, FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

In respect to the Professional Liability Policy the Retroactive Date will be 06 September 2012.

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LOC #:



# ADDITIONAL REMARKS SCHEDULE

Page \_ of \_ Aon Risk Services Southwest, Inc. Wood Group USA, Inc. See Certificate Number: 570073115774 VAIC CODE See Certificate Number: 570073115774 EFFECTIVE DATE ADDITIONAL REMARKS

Additional Named Insured & FKA Named Insureds:

Amec Foster Wheeler Amec Foster Wheeler E&I, Inc.
AGRA Pipeline Professionals, Inc.
AMEC AES
AMEC Civil, LLC
AMEC Construction Management, Inc.
AMEC E&I, Inc.
AMEC E&I, Inc.
AMEC E&I, Inc.
AMEC E&I, Inc.
AMEC Est, P.C.
AMEC Earth and Environmental, Inc.
AMEC Environment & Infrastructure, Inc.
AMEC Foster Wheeler USA Corporation
AMEC Foster Wheeler Energia, S.L.U.
AMEC Foster Wheeler Energia, S.L.U.
AMEC Foster Wheeler Eff. Inc.
AMEC Foster Wheeler E&C Services, Inc. (formerly AMEC E7C Services, Inc.)
AMEC Foster Wheeler EAT, Inc.
AMEC Foster Wheeler EAT, Inc.
AMEC Foster Wheeler Morth America Corp
AMEC NNC USA, Inc.
AMEC Nuclear USA Inc.
AMEC Nuclear USA Inc.
AMEC Offshore, Inc.
AMEC Offshore, Inc.
AMEC Offshore, Inc.
AMEC Paragon Inc.
AMEC Technologies, Inc.
AMEC Technologies, Inc.
AMEC USA Holding, Inc.
Foster Wheeler USA Corporation
AMEC USA Holding, Inc.
Foster Wheeler Kamtech, Inc. (formerly AMEC Kamtech, Inc.)
AMACTEC Engineering and Consulting, P.C.
North American Shared Services (NASS)
QED International LLC
Rider Hunt International USA, Inc.
Terra Nova Technologies, Inc. (TNT)
oil & Gas US, Central & South America

Wood Group USA, Inc.
Wood Group JAA, Inc.
Wood Group JAA, Inc. Named Insureds:

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM. FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Wood Group USA, Inc.
Wood Group PSN, Inc.
Wood Group PSN, Inc.
Altablue, Inc.
Cape Software, Inc.
BMA Solutions, Inc.
Global Performance, LLC
John Wood Group PLC
RWG (Repair & Overhauls) USA, Inc.
SgurrEnergy, Inc.
Ingenious, Inc.
Mustang Process and Industrial
Mustang International, LP
Mitchell's Oil Field Services, Inc.
C.E.C. Controls Company, Inc.
Wood Environment & Infrastructure Solutions Inc.
Wood E&IS, Inc.

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LOC#:

# ADDITIONAL REMARKS SCHEDULE

Page \_ of \_ Aon Risk Services Southwest, Inc. Wood Group USA, Inc. See Certificate Number: 570073115774 NAIC CODE See Certificate Number: 570073115774 EFFECTIVE DATE: ADDITIONAL REMARKS

## THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Additional Named Insured & FKA

Formerly Known As:
AMEC Foster Wheeler Environment & Infrastructure, Inc.(formerly AMEC Environmernt & Infrastructure, Inc.)
Wood Group Mustang, Inc.
Wood Group Management Services, Inc.
ODL, Inc.
Wood Group Production and Consulting Services, Inc.
Wood Group PSN Commissioning Services, Inc.
Wood Group PSN Lease Maintenance & Construction, LLC
DSI Deepwater Specialists, Inc.
Caliber Services, LP
Infinity Construction Services, LP
Infinity Maintenance Services, LP
United Electrical & Instrumentation, Ltd.
Brazos M&E, Ltd.
Elkhorn Holdings, Inc.
Elkhorn Pipeline Services
HOAD ProSafe Dynamic Services

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