

WSP USA Environment & Infrastructure Inc.

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #5185

THIS FIRST AMENDMENT to that Agreement for Services #5185 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Wood Environment & Infrastructure Solutions, Inc., a Nevada corporation duly qualified to conduct business in the State of California, whose principal place of business is 1075 Big Shanty Road, Suite 100, Kennesaw, Georgia 30144 and whose local office is 1000 Enterprise Way, Suite 190, Roseville, California 95678 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, Wood Environment & Infrastructure Solutions, Inc. has been engaged by County to provide assistance with updating County's General Plan Safety Element pursuant to Agreement for Services #5185, dated March 16, 2021, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, On June 1, 2022, WSP Global Inc. entered into a purchase agreement to acquire the entirety of the Wood Environment & Infrastructure Solutions, Inc. business from John Wood Group plc;

WHEREAS, On September 21, 2022, as a result of the WSP purchase, Wood Environment & Infrastructure Solutions, Inc. name was changed to WSP USA Environment & Infrastructure Inc., as evidenced by the Certificate of Name Change that is attached hereto as Exhibit D and incorporated herein;

WHEREAS, ARTICLE X, Assignment and Delegation, of the Agreement prohibits Wood Environment & Infrastructure Solutions, Inc. from subcontracting, delegating, or assigning services to be provided, in whole or in part, to any other person or entity without prior written consent of County;

WHEREAS, Wood Environment & Infrastructure Solutions, Inc. executed an assignment agreement granting, assigning, transferring, conveying, delivering, delegating, and setting over unto WSP USA Environment & Infrastructure Inc. all of Wood Environment & Infrastructure Solutions, Inc.'s rights, title, interest, duties, obligations, and liabilities in, to, and under this Agreement. Wood Environment & Infrastructure Solutions, Inc.'s assignment agreement is incorporated herein as Exhibit E, marked "Assignment, Assumption, and Consent Agreement," effective as of the last signatory date contained on Exhibit E;

WHEREAS, Wood Environment & Infrastructure Solutions, Inc. has requested that County consent to the assignment and assumption and to accept work under the Agreement from WSP USA Environment & Infrastructure Inc.;

WHEREAS, WSP USA Environment & Infrastructure Inc., acknowledges and agrees that all existing indemnity obligations shall remain in full force and effect for the duration of this Agreement, and as thereafter required by the Agreement and this Amendment;

WHEREAS, WSP USA Environment & Infrastructure Inc. shall assume all Wood Environment & Infrastructure Solutions, Inc.'s rights, obligations, and liabilities under the Agreement, including all outstanding rights, obligations, and liabilities;

WHEREAS, County consents to this First Amendment to Agreement for Services #5185 on condition that WSP USA Environment & Infrastructure Inc. assumes and fulfills all the terms and conditions of this First Amendment, and the Agreement;

WHEREAS, the parties hereto desire to amend the Agreement to update the notice recipients, amending **ARTICLE XV, Notice to Parties**;

WHEREAS, the parties hereto desire to fully-replace specific Articles and add new Articles to include updated contract provisions, adding Exhibit F, California Levine Act Statement;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County, Wood Environment & Infrastructure Solutions, Inc., and WSP USA Environment & Infrastructure Inc. mutually agree to amend the terms of the Agreement in this First Amendment to Agreement for Services #5185 on the following terms and conditions:

- I. All references to Wood Environment & Infrastructure Solutions, Inc., throughout the Agreement shall read WSP USA Environment & Infrastructure Inc.
- II. **ARTICLE XV, Notice to Parties**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XV

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

With a copy to:

County of El Dorado
Planning and Building Department
2850 Fairlane Court
Placerville, California 95667

County of El Dorado
Chief Administrative Office
330 Fair Lane
Placerville, California 95667

Attn.: Rob Peters
Deputy Director of Planning

Attn.: Michele Weimer
Procurement and Contracts
Manager

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

WSP USA Environment & Infrastructure Inc.
1075 Big Shanty Road, Suite 100
Kennesaw, Georgia 30144

Attn.: Lytle C. Troutt Jr., Chief Executive Officer

or to such other location as Consultant directs.

III. The following Articles of the Agreement are fully-replaced in their entirety to read as follows:

ARTICLE VIII

Consultant to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and Consultant, and Consultant may perform similar work or services for others. However, Consultant shall not enter into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with Consultant's responsibilities or hinder Consultant's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

ARTICLE XI

Independent Contractor: The parties intend that an independent contractor relationship will be created by this contract. Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Consultant. Those persons will be entirely and exclusively under the direction, supervision, and control of Consultant.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Consultant performs the work or services for accomplishing the results. Consultant understands and agrees that Consultant lacks the authority to bind County or incur any obligations on behalf of County.

Consultant, including any subcontractor or employees of Consultant, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Consultant shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Consultant. Consultant shall not be subject to the work schedules or vacation periods that apply to County employees.

Consultant shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Consultant provides for its employees.

Consultant acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and shall not make any agreements or representations on the County's behalf.

ARTICLE XIV

Default, Termination, and Cancellation:

- A. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:
 - 1. The alleged default and the applicable Agreement provision.
 - 2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within the ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

If County terminates this Agreement, in whole or in part, for default:

1. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Consultant shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Consultant, the excess costs to procure from an alternate source.
2. County shall pay Consultant the sum due to Consultant under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Consultant under this Agreement and the balance, if any, shall be paid to Consultant upon demand.
3. County may require Consultant to transfer title and deliver to County any completed work under the Agreement.

The following shall be events of default under this Agreement:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
 2. A representation or warranty made by Consultant in this Agreement proves to have been false or misleading in any respect.
 3. Consultant fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
 4. A violation of ARTICLE XXI, Conflict of Interest.
- B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.

- C. **Ceasing Performance:** County may terminate this Agreement immediately in the event Consultant ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.

- D. **Termination or Cancellation without Cause:** County may terminate this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Consultant, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.

ARTICLE XVII

Indemnity: To the fullest extent permitted by law, Consultant shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Consultant or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

The insurance obligations of Consultant are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

ARTICLE XXI

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Consultant and performing work for County and who are considered to be consultant within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now

reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Consultant covenants that during the term of this Agreement neither it, or any officer or employee of Consultant, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Consultant becomes aware of a conflict of interest related to this Agreement, Consultant shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE XIV, Default, Termination, or Cancellation.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Consultant shall complete and sign the attached Exhibit F, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Consultant, if any, to any officer of County.

ARTICLE XXX

Authorized Signatures: The parties to this Agreement and Amendment represent that the undersigned individuals executing this Agreement and Amendment on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

ARTICLE XXXI

Partial Invalidity: If any provision, sentence, or phrase of the Agreement and Amendment is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, sentences, and phrases will continue in full force and effect without being impaired or invalidated in any way.

IV. The following Articles of the Agreement are added to read as follows:

ARTICLE XXXV

Force Majeure: Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.
2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

ARTICLE XXXVI

Electronic Signatures: Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

ARTICLE XXXVII

Assignment of Agreement. County hereby consents to an assignment of this Agreement from Wood Environment & Infrastructure Solutions, Inc. to the successor corporation, WSP USA Environment & Infrastructure Inc., on the following conditions: 1) Wood Environment & Infrastructure Solutions, Inc. assigns all of its rights, obligations, duties, title and interest in and to this Agreement to the successor corporation; 2) the successor corporation accepts the assignment of the Agreement with all of its terms and conditions; 3) successor corporation assumes each and every duty and obligation owing to County arising out of or in connection with the Agreement; and, 4) successor corporation accepts the assignment subject to any defenses or causes of action that County may have against Wood Environment & Infrastructure Solutions, Inc.

Except as specifically amended herein, all remaining sections and terms of Agreement for updating County's General Plan Safety Element shall remain in full force and effect. This First Amendment, which may be executed in counterparts, is effective on the date executed by all parties and the consent and assignment, as set forth above, shall be deemed effective as of the date the corporation was acquired.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #5185 on the dates indicated below.

--COUNTY OF EL DORADO--

By: _____

Dated: _____

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

--WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.--

By: *Lytle C. Troutt, Jr.*
Lytle C. Troutt, Jr. (Feb 15, 2023 14:19 CST)
Lytle C. Troutt Jr.
Chief Executive Officer
"Consultant"

Dated: 02/15/2023

By: *brad knight*
brad knight (Feb 15, 2023 15:22 EST)
Bradley J. Knight
Secretary

Dated: 02/15/2023

--WSP USA ENVIRONMENT & INFRASTRUCTURE INC.--

By: *Lytle C. Troutt, Jr.*
Lytle C. Troutt, Jr. (Feb 15, 2023 14:19 CST)
Lytle C. Troutt Jr.
Chief Executive Officer
"Consultant"

Dated: 02/15/2023

By: *brad knight*
brad knight (Feb 15, 2023 15:22 EST)
Bradley J. Knight
Corporate Secretary

Dated: 02/15/2023

SECRETARY OF STATE



CERTIFICATE OF NAME CHANGE

I, BARBARA K. CEGAVSKE, the duly qualified and elected Nevada Secretary of State, do hereby certify that, on 09/21/2022, a **Amendment After Issuance of Stock** changing the name **WSP USA Environment & Infrastructure Inc.** was filed by **WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.**. Said change of name has been made in accordance with the laws of the State of Nevada and that said Certificate of Amendment is now on file and of record in this office.



Certificate Number: B202209233026564

You may verify this certificate
online at <http://www.nvsos.gov>

IN WITNESS WHEREOF, I have hereunto set my
hand and affixed the Great Seal of State, at my
office on 09/23/2022.

BARBARA K. CEGAVSKE
Secretary of State

WSP USA Environment & Infrastructure Inc.

Exhibit E

ASSIGNMENT, ASSUMPTION, AND CONSENT AGREEMENT

This Assignment, Assumption, and Consent Agreement (this "Assignment Consent") is entered into effective as of the date of last signature, and is by and among Wood Environment & Infrastructure Solutions, Inc., a corporation duly qualified to conduct business in the State of California ("Assignor"), and WSP USA Environment & Infrastructure Inc., a corporation duly qualified to conduct business in the State of California ("Assignee").

RECITALS

- A. Wood Environment & Infrastructure Solutions, Inc., under that certain Agreement for Services #5185 with County dated March 16, 2021 (the "Agreement").
- B. The Agreement pertains to assistance with updating County's General Plan Safety Element for the Planning and Building Department.
- C. This Assignment Consent is being executed by Assignor and Assignee to memorialize: (i) the assignment of the Service Agreement from Assignor to Assignee; (ii) the Assignee's agreement to accept, assume, and discharge all of Assignor's duties, obligations, and liabilities related thereto; and (iii) County's consent thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. Assignment. Assignor hereby grants, assigns, transfers, conveys, delivers, delegates and sets over unto Assignee the Service Agreement and all of Assignor's rights, title, interest, duties, obligations and liabilities in, to and under the Service Agreement.
- 2. Assumption. Assignee hereby agrees to take assignment of the Service Agreement. As such, Assignee hereby assumes all of Assignor's rights, title, interest, duties, obligations and liabilities in, to and under the Service Agreement and agrees to be bound by all of the terms and conditions of the Service Agreement, to assume and undertake to perform and discharge all of the duties, obligations and liabilities of Assignor arising under the Service Agreement, and to receive the benefits of the Service Agreement, all from and after the Effective Date hereof.
- 3. Counterparts. This Assignment Consent may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Assignment Consent delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

4. **Severability.** If any term or provision of this Assignment Consent is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Assignment Consent or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner.
5. **Headings.** The headings in this Assignment Consent are for reference only and do not affect the interpretation.
6. **Successors and Assigns.** This Assignment Consent is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment Consent on the dates indicated below.

Assignor:

WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.

<p>By: <u>Lytle C. Troutt, Jr.</u> <small>Lytle C. Troutt, Jr. (Feb 15, 2023 14:19 CST)</small></p>	<p>By: <u>brad knight</u> <small>brad knight (Feb 15, 2023 15:22 EST)</small></p>
Name: <u>Lytle C. Troutt Jr.</u>	Name: <u>Bradley J. Knight</u>
Title: <u>Chief Executive Officer</u>	Title: <u>Corporate Secretary</u>
Date: <u>02/15/2023</u>	Date: <u>02/15/2023</u>

Assignee:

WSP USA ENVIRONMENT & INFRASTRUCTURE INC.

<p>By: <u>Lytle C. Troutt, Jr.</u> <small>Lytle C. Troutt, Jr. (Feb 15, 2023 14:19 CST)</small></p>	<p>By: <u>brad knight</u> <small>brad knight (Feb 15, 2023 15:22 EST)</small></p>
Name: <u>Lytle C. Troutt Jr.</u>	Name: <u>Bradley J. Knight</u>
Title: <u>Chief Executive Officer</u>	Title: <u>Corporate Secretary</u>
Date: <u>02/15/2023</u>	Date: <u>02/15/2023</u>

WSP USA Environment & Infrastructure Inc.

Exhibit F

California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, and any elected official (collectively "Officer"). It is the Contractor's/Consultant's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

YES NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

YES NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

02/15/2023

Date

WSP USA Environment & Infrastructure Inc.

Type or write name of company

Lytle C. Troutt, Jr.

Lytle C. Troutt, Jr. (Feb 15, 2023 14:19 CST)

Signature of authorized individual

Lytle C. Troutt, Jr.

Type or write name of authorized individual