

**SUBMITTAL TO THE FLOOD CONTROL AND
WATER CONSERVATION DISTRICT
BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 14.1
(ID # 27737)

MEETING DATE:
Tuesday, May 20, 2025

FROM : FLOOD CONTROL DISTRICT

SUBJECT: FLOOD CONTROL DISTRICT: Approval of First Amendment to Consulting Services Agreement Between the Riverside County Flood Control and Water Conservation District and NV5, Inc., and Second Amendment to Consulting Services Agreement Between the Riverside County Flood Control and Water Conservation District and WSP USA Inc., All Districts. [Total (Amendment) Cost \$900,000 – District Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the First Amendment to Consulting Services Agreement ("First Amendment") between the Riverside County Flood Control and Water Conservation District ("District"), and NV5, Inc. ("NV5");
2. Approve the Second Amendment ("Second Amendment") to Consulting Services Agreement between the District and WSP USA Inc.;
3. Authorize the Chair of the District's Board of Supervisors to execute the First Amendment and Second Amendment documents on behalf of the District; and
4. Direct the Clerk of the Board to return two (2) executed First Amendments for NV5 and two (2) executed Second Amendments for WSP USA Inc. to the District.

ACTION:Policy


Claudia Padres, ASST CHIEF FLOOD CONTROL ENG 5/6/2025

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: May 20, 2025
xc: Flood

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost |
|---|-----------------------------|--------------------------|-------------------------------------|---------------------|
| COST | \$ 56,000 | \$ 844,000 | \$ 900,000 | \$ 0 |
| NET COUNTY COST | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| SOURCE OF FUNDS: Department Budget | | | Budget Adjustment: No | |
| | | | For Fiscal Year: 24/25-25/26 | |

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On April 26, 2022, the District's Board of Supervisors approved two multi-year on-call Consulting Services Agreements ("Agreements") between the District, NV5 and Wood Environment & Infrastructure Solutions, Inc. [Board Agenda Item No. 11.2]. Pursuant to these Agreements dated July 1, 2022, NV5 and Wood Environment & Infrastructure Solutions, Inc. were retained to provide professional consulting services in support of the District's Watershed Protection Programs.

The Agreements, with a not-to-exceed contract limit of One Million Dollars (\$1,000,000) for NV5 and Wood Environment & Infrastructure Solutions, Inc. over the term of the Agreements (Fiscal Year 2022-2023 through Fiscal Year 2025-2026), allow the District to effectively respond to the fluctuating demands of professional services without affecting the District's core staffing levels or resources. However, additional services are necessary for the Fiscal Year 2024-2025 and Fiscal Year 2025-2026 time period to accommodate the increased need in support of the District's Watershed Protection Programs without causing delay. NV5 and WSP USA Environment & Infrastructure Inc. have assisted the District with their professional services for many years and are currently under contract with the District.

On February 28, 2023, the District and WSP USA Environment & Infrastructure Inc. entered that certain Name Change Amendment whereby Wood Environment & Infrastructure Solutions, Inc. changed its legal name to WSP USA Environment & Infrastructure Inc. ("WSP USA E&I"). WSP USA E&I subsequently merged with WSP USA Inc. and officially changed the legal name of the company from WSP USA E&I to WSP USA Inc. ("WSP").

The First Amendment and Second Amendment are necessary to increase the total not-to-exceed amount of One Million Dollars (\$1,000,000) by Four Hundred Fifty Thousand Dollars (\$450,000) with an updated not-to-exceed amount of One Million Four Hundred Fifty Thousand Dollars (\$1,450,000) for NV5 and WSP. This increase of Four Hundred Fifty Thousand Dollars (\$450,000) for the First Amendment and Second Amendment are needed to accommodate the increase in support of the District's Watershed Protection Programs. The Second Amendment is also necessary to reflect corporate name change.

County Counsel has approved the First Amendment and Second Amendment as to legal form. NV5 has executed the First Amendment, and WSP has executed the Second Amendment.

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

Prev. Agn. Ref.: MT Item No. 18723, 11.2 of 04/26/2022

Impact on Residents and Businesses

Costs incurred under this First Amendment and Second Amendment will be funded by the existing Benefit Assessments for the Santa Ana and Santa Margarita watersheds, as appropriate. Execution of the First Amendment and Second Amendment imposes no additional impacts to residents and businesses.

Additional Fiscal Information

Sufficient funding is included in the District's budget for Fiscal Year 2024-2025 and will be included in the proposed budget in future years as appropriate and necessary. Each additional Four Hundred Fifty Thousand Dollars (\$450,000) for NV5 and WSP will be appropriated to the District's NPDES Santa Ana Assessment-Professional Services and Santa Margarita Assessment-Professional Services fund accounts.

Source of Funds

NV5, Inc.

| | FY 2024-2025 | FY 2025-2026 |
|--|-----------------|------------------|
| 25190-947560-525440 NPDES Santa Ana Assessment – 45% | \$56,000 | \$145,000 |
| 25200-947580-525440 Santa Margarita Assessment – 55% | \$0 | \$249,000 |
| Total | \$56,000 | \$394,000 |

WSP USA Inc.

| | FY 2024-2025 | FY 2025-2026 |
|---|--------------|------------------|
| 25200-947580-525440 Santa Margarita Assessment – 100% | \$0 | \$450,000 |
| Total | \$0 | \$450,000 |

Contract History and Price Reasonableness

The original contract amount for the Agreement and the costs of the First Amendment and Second Amendment are summarized below:

Multi-year Consulting Services Agreement with NV5, Inc.

Original budget: \$1,000,000
Amendment No. 1 \$ 450,000
 Total: \$1,450,000

Multi-year Consulting Services Agreement with WSP USA Inc.

Original budget: \$1,000,000
Amendment No. 2 \$ 450,000
 Total: \$1,450,000

SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

ATTACHMENT:

1. First Amendment to Consulting Services Agreement for NV5, Inc.
2. Second Amendment to Consulting Services Agreement for WSP USA Inc.

MER:blj
P8/261733


Douglas Ordóñez Jr. 5/14/2025


Aaron Gettis, Chief of Deputy County Counsel 5/6/2025

FIRST AMENDMENT TO
CONSULTING SERVICES AGREEMENT
WITH NV5, INC.

This First Amendment to Consulting Services Agreement ("FIRST AMENDMENT"), dated as of MAY 20 2025, is entered into by and between the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), and NV5, Inc., a California corporation ("CONSULTANT"), sometimes collectively referred to as the "Parties".

RECITALS

A. DISTRICT and CONSULTANT previously entered into that certain Consulting Services Agreement ("ORIGINAL AGREEMENT") for Fiscal Years July 1, 2022 through June 30, 2026 for CONSULTANT to provide on-call professional services as requested by DISTRICT.

B. ORIGINAL AGREEMENT dated as of July 1, 2022, together with this FIRST AMENDMENT are collectively referred to herein as "Agreement".

C. Due to increased need for CONSULTANT to provide services in support of DISTRICT's Watershed Protection Programs for the fiscal year 2024-2025 and fiscal year 2025-2026 time period, DISTRICT desires to amend ORIGINAL AGREEMENT to increase the total not-to-exceed amount of One Million Dollars (\$1,000,000) by Four Hundred Fifty Thousand Dollars (\$450,000) with an updated not-to-exceed One Million Four Hundred Fifty Thousand Dollars (\$1,450,000).

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. COMPENSATION. Section 5 of the Agreement is hereby amended to read:
 - A. "CONSULTANT shall receive compensation for all services satisfactorily performed and expenses incurred under this Agreement

in accordance with the terms of the approved Task Order(s). The cumulative total of all task orders shall not exceed One Million Four Hundred Fifty Thousand Dollars (\$1,450,000) over the entire term of this Agreement."

2. CAPITALIZED TERMS. FIRST AMENDMENT to prevail. Unless defined herein or the context requires otherwise, all capitalized terms herein shall have the meaning defined in the Agreement, as heretofore amended. The provisions of this FIRST AMENDMENT shall prevail over any inconsistency or conflicting provisions of the Agreement as heretofore amended and shall supplement the remaining provisions thereof.

3. MISCELLANEOUS. Except as amended or modified herein, all the terms of the Agreement shall remain in full force and effect and shall apply with the same force and effect. Subject to the provisions of the Agreement as to assignment, the agreements, conditions and provisions herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the Parties hereto. If any provisions of this FIRST AMENDMENT or the Agreement shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the Agreement, and all such other provisions shall remain in full force and effect. The language in all parts of the Agreement shall be construed according to its normal and usual meaning and not strictly for or against either DISTRICT or CONSULTANT.

4. EFFECTIVE DATE. This FIRST AMENDMENT to ORIGINAL AGREEMENT shall not be binding or consummated until it is fully executed by the Parties.

5. This FIRST AMENDMENT may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this FIRST AMENDMENT may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this FIRST AMENDMENT agrees to the use of electronic signatures,

such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA" Cal. Civ. Code §§ 1633.1 to 1633.7), for executing this FIRST AMENDMENT. The Parties further agree that the electronic signatures of the Parties included in this FIRST AMENDMENT are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means and electronic sound, symbol or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to CUETA as amended from time to time. CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the Party using it to have the same force and effect as the use of a manual signature and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

//

//

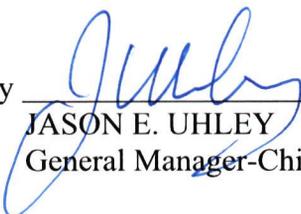
[Signature Provisions on Following Page]

In WITNESS WHEREOF, the Parties hereto have executed this FIRST AMENDMENT on
MAY 20 2025.

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT,**
a body corporate and politic

By 
JASON E. UHLEY
General Manager-Chief Engineer

By 
KAREN SPIEGEL, Chair
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

MINH C. TRAN
County Counsel

KIMBERLY RECTOR
Clerk of the Board

By 
KRISTINE BELL-VALDEZ
Deputy County Counsel

By 
Deputy

(SEAL)

First Amendment to Consulting Services Agreement with NV5, Inc.
On-Call Professional Services
04/15/25
MER:bj

NV5, INC.,
a California corporation

By 
Signature of Responsible Officer

Noreen Clindinning
Printed Name

COO, Environmental Services
Title

First Amendment to Consulting Services Agreement with NV5, Inc.
On-Call Professional Services
04/15/25
MER:blj

Certificate Of Completion

| | |
|--|-----------------------------|
| Envelope Id: 6BBDC70A-13E8-40E8-B2C3-E46F7918C9D6 | Status: Completed |
| Subject: Complete with Docusign: Final First Amendment - NV5.pdf | |
| Source Envelope: | |
| Document Pages: 5 | Signatures: 1 |
| Certificate Pages: 4 | Initials: 0 |
| AutoNav: Enabled | Envelope Originator: |
| Envelope Stamping: Enabled | Victoria Hall |
| Time Zone: (UTC-08:00) Pacific Time (US & Canada) | 200 S Park Rd Ste 350 |
| | Hollywood, FL 33021 |
| | victoria.hall@nv5.com |
| | IP Address: 129.222.126.160 |

Record Tracking

| | | |
|----------------------|-----------------------|--------------------|
| Status: Original | Holder: Victoria Hall | Location: DocuSign |
| 4/23/2025 4:19:45 PM | victoria.hall@nv5.com | |

Signer Events

Noreen Clindinning
 noreen.clindinning@nv5.com
 COO EHS
 Security Level: Email, Account Authentication (None)

Signature

Signed by:

6551ED9A98BF4AA...
 Signature Adoption: Pre-selected Style
 Using IP Address: 70.95.58.201

Timestamp

Sent: 4/23/2025 4:20:24 PM
 Viewed: 4/23/2025 4:20:52 PM
 Signed: 4/23/2025 4:21:02 PM

Electronic Record and Signature Disclosure:

Accepted: 4/23/2025 4:20:52 PM
 ID: 415c2e60-bb29-4d67-89e6-b1e98c06e4dc

| In Person Signer Events | Signature | Timestamp |
|------------------------------|------------------|----------------------|
| Editor Delivery Events | Status | Timestamp |
| Agent Delivery Events | Status | Timestamp |
| Intermediary Delivery Events | Status | Timestamp |
| Certified Delivery Events | Status | Timestamp |
| Carbon Copy Events | Status | Timestamp |
| Witness Events | Signature | Timestamp |
| Notary Events | Signature | Timestamp |
| Envelope Summary Events | Status | Timestamps |
| Envelope Sent | Hashed/Encrypted | 4/23/2025 4:20:24 PM |
| Certified Delivered | Security Checked | 4/23/2025 4:20:52 PM |
| Signing Complete | Security Checked | 4/23/2025 4:21:02 PM |
| Completed | Security Checked | 4/23/2025 4:21:02 PM |

Payment Events

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Nv5, Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Nv5, Inc.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: don.piliero@nv5.com

To advise Nv5, Inc. of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at don.piliero@nv5.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Nv5, Inc.

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to don.piliero@nv5.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Nv5, Inc.

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to don.piliero@nv5.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

| | |
|----------------------------|--|
| Operating Systems: | Windows2000? or WindowsXP? |
| Browsers (for SENDERS): | Internet Explorer 6.0? or above |
| Browsers (for SIGNERS): | Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above) |
| Email: | Access to a valid email account |
| Screen Resolution: | 800 x 600 minimum |
| Enabled Security Settings: | <ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection |

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Nv5, Inc. as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Nv5, Inc. during the course of my relationship with you.

SECOND AMENDMENT TO
CONSULTING SERVICES AGREEMENT
WITH WSP USA INC.

This Second Amendment to Consulting Services Agreement ("SECOND AMENDMENT"), dated as of MAY 20 2025, is entered into by and between the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), and WSP USA Inc., a New York corporation ("CONSULTANT"), sometimes collectively referred to as the "Party" or "Parties".

RECITALS

A. DISTRICT and Wood Environment & Infrastructure Solutions, Inc. ("ORIGINAL CONSULTANT") previously entered into that certain Consulting Services Agreement ("ORIGINAL AGREEMENT") dated as of July 1, 2022 for Fiscal Years July 1, 2022 through June 30, 2026 for ORIGINAL CONSULTANT to provide on-call professional services as requested by DISTRICT.

B. On February 28, 2023, DISTRICT and WSP USA Environment & Infrastructure Inc. ("WSP USA E&I") entered into that certain Name Change Amendment to ORIGINAL AGREEMENT ("FIRST AMENDMENT") whereby ORIGINAL CONSULTANT changed its legal name to WSP USA Environment & Infrastructure Inc. as evidenced by the Certificate of Name Change.

C. On December 31, 2024, WSP USA E&I merged with WSP USA Inc., as evidenced by the Plan of Merger, which is attached hereto as Exhibit "A".

D. WSP USA Inc. agrees to assume all responsibilities and/or obligations, and perform all duties of WSP USA E&I. All references to WSP USA E&I shall read WSP USA Inc.

E. ORIGINAL AGREEMENT together with FIRST AMENDMENT and SECOND AMENDMENT are collectively referred to herein as "Agreement".

F. Due to increased need for CONSULTANT to provide services in support of DISTRICT's Watershed Protection Programs for fiscal year 2024-2025 and fiscal year 2025-2026 time period, DISTRICT desires to amend ORIGINAL AGREEMENT to increase the total not-to-exceed amount of One Million Dollars (\$1,000,000) by Four Hundred Fifty Thousand Dollars (\$450,000) with an updated not-to-exceed One Million Four Hundred Fifty Thousand Dollars (\$1,450,000).

G. It is in the mutual best interest of DISTRICT and CONSULTANT to amend the Agreement to reflect the legal name change, merger and the increase to the total not-to-exceed amount.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. COMPENSATION. Section 5 of the Agreement is hereby amended to read:
 - A. "CONSULTANT shall receive compensation for all services satisfactorily performed and expenses incurred under this Agreement in accordance with the terms of the approved Task Order(s). The cumulative total of all task orders shall not exceed One Million Four Hundred Fifty Thousand Dollars (\$1,450,000) over the entire term of this Agreement".
2. CAPITALIZED TERMS. SECOND AMENDMENT to prevail. Unless defined herein or the context requires otherwise, all capitalized terms herein shall have the meaning defined in the Agreement, as heretofore amended. The provisions of this SECOND AMENDMENT shall prevail over any inconsistency or conflicting provisions of the Agreement as heretofore amended and shall supplement the remaining provisions thereof.

3. MISCELLANEOUS. Except as amended or modified herein, all the terms of the Agreement shall remain in full force and effect and shall apply with the same force and effect. Subject to the provisions of the Agreement as to assignment, the agreements, conditions and provisions herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the Parties hereto. If any provisions of this SECOND AMENDMENT or the Agreement shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the Agreement, and all such other provisions shall remain in full force and effect. The language in all parts of the Agreement shall be construed according to its normal and usual meaning and not strictly for or against either DISTRICT or CONSULTANT.

4. EFFECTIVE DATE. This SECOND AMENDMENT to Agreement shall not be binding or consummated until it is fully executed by the Parties.

5. This SECOND AMENDMENT may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this SECOND AMENDMENT agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA" Cal. Civ. Code §§ 1633.1 to 1633.7), for executing this SECOND AMENDMENT. The Parties further agree that the electronic signatures of the Parties, included in this SECOND AMENDMENT, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to CUETA as amended from time to time. CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the Party using it to have the same force and effect as the use of a manual signature and shall be reasonably relied upon by the

Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

//

//

[Signature Provisions on Following Page]

In WITNESS WHEREOF, the Parties hereto have executed this SECOND AMENDMENT on MAY 20 2025.

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL: **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT,**
a body corporate and politic

By 
JASON E. UHLEY
General Manager-Chief Engineer

By 
KAREN SPIEGEL, Chair
Riverside County Flood Control and Water Conservation District Board of Supervisors

APPROVED AS TO FORM:

MINH C. TRAN
County Counsel

ATTEST:

KIMBERLY RECTOR
Clerk of the Board

By 
KRISTINE BELL-VALDEZ
Deputy County Counsel

By 
Deputy

(SEAL)

Second Amendment to Consulting Services Agreement with WSP USA Inc.
On-Call Professional Services
04/15/25
MER:blj

WSP USA INC.,
a New York corporation

By Matt Rich
Signature of Responsible Officer

MATT RICH
Printed Name

SENIOR VICE-PRESIDENT
Title

Second Amendment to Consulting Services Agreement with WSP USA Inc.
On-Call Professional Services
04/15/25
MER:bjj

AGREEMENT AND PLAN OF MERGER (this “Plan”), dated as of November 22, 2024 with an effective date of December 31, 2024, entered into by and between WSP USA Inc., a New York corporation (“Company 1”), and WSP USA Environment & Infrastructure Inc., a Nevada corporation (“Company 2”).

WHEREAS, the laws of the State of New York and the State of Nevada permit the merger of Company 2 with and into Company 1; and

WHEREAS, the Board of Directors and the sole stockholder of Company 1 deem it desirable and in the best interests of Company 1 and its stockholder to merge Company 2 with and into Company 1, and have duly approved this Plan for that purpose; and

WHEREAS, the Board of Directors and stockholder of Company 2 deem it desirable and in the best interests of Company 2 to merge Company 2 with and into Company 1, and have duly approved this Plan for that purpose.

NOW, THEREFORE, in order to prescribe the terms and conditions of such merger and the mode of carrying such merger into effect, the parties hereby agree as follows:

1. Definitions

For purposes of this Plan, the following defined terms shall have the meanings set forth in this Article, unless otherwise defined herein. All Article and Section numbers used herein refer to Articles and Sections of this Plan, unless otherwise described.

1.01 “Certificate of Merger” shall have the meaning set forth in Section 2.01(c).

1.02 “Effective Time” means the later of the filing of the Certificate of Merger with the Secretary of State of the State of Nevada and the filing of the Certificate of Merger with the Department of State of New York.

1.03 “NV Law” means the Nevada Revised Statutes.

1.04 “NY Law” means the New York Business Corporation Law.

1.05 “Merger” means the merger of Company 2 with and into Company 1 as contemplated by this Plan and so evidenced by the filing of a Certificate of Merger meeting the requirements of NRS 92A.180 of the NV Law with the Secretary of State of the State of Nevada in accordance with such Section and the filing of a Certificate of Merger meeting the requirements of Sections 904, 905 and/or 907 of the NY Law with the Department of State of New York in accordance with such Section.

2. Terms and Effect of Merger

2.01 Company 1 and Company 2 are the merging corporations as contemplated by the NV Law and NY Law. At the Effective Time and pursuant to the NV Law and NY Law:

(a) Company 2 shall be merged with and into the Company 1 and the separate existence of Company 2 shall cease.

(b) Company 1 shall be the surviving corporation, and shall continue for all purposes whatsoever. The principal office of the surviving corporation shall be One Penn Plaza, New York, New York 10119.

(c) As soon as practicable, Company 1 and Company 2 shall cause one or more certificates of merger (“Certificate of Merger”) to be executed, verified and filed with, and delivered to the Secretary of State of Nevada and the Department of State of New York, and the parties shall take such other and further actions as may be required by the NV Law or NY Law to make the Merger effective.

(d) The certificate of incorporation and by-laws of Company 1 shall be the Certificate of Incorporation and By-Laws of the surviving corporation as in effect at the Effective Time.

(e) The persons who are the directors of Company 1 at the Effective Time shall be the directors of the surviving corporation, until their respective successors are duly elected and qualified.

(f) The persons who are the officers of Company 1 at the Effective Time shall be the officers of the surviving corporation, until the Board of Directors of the surviving corporation shall otherwise determine.

(g) Each share of Company 2 issued and outstanding immediately prior to the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, be canceled, and all rights of the holder thereof in respect of each share of Company 2 shall be extinguished, as set forth herein. Each share of Company 1’s common stock, par value \$10.00 per share, issued and outstanding prior to the Effective Time shall, at the Effective Time, by virtue of the Merger, remain issued and outstanding.

2.02 The merging corporations, at the Effective Time, shall become a single corporation. Company 1 shall continue to exist as the surviving corporation and shall thereupon and thereafter possess all the rights, privileges, powers, immunities, purposes and franchises, both public and private, and be subject to all the restrictions, liabilities and duties of each of the merging corporations; all real property and personal property, tangible and intangible, of every kind, belonging to each of the merging corporations shall vest in Company 1 without further act or deed; any claim existing or action or proceeding pending by or against any of the merging corporations shall be enforced as if the Merger had not taken place; all liabilities and obligations of the merging corporations shall thenceforth attach to Company 1. Company 1 shall consent to be sued and served with process in the State of Nevada and the irrevocable appointment of the Secretary of State of the State of Nevada as its agent to accept service of process in any proceeding in the State of Nevada to enforce against the surviving corporation any obligation of Company 2 or to enforce the rights of a dissenting shareholder of Company 2.

3. General

3.01 All of the provisions of this Plan shall be binding upon and inure to the benefit of, and be enforceable by, the parties hereto and their respective successors, but this Plan and the rights and obligations of the parties hereunder shall not be assignable by the parties hereto.

3.02 This Plan may be amended, superseded or terminated, and any of the terms hereof may be waived, only by a written instrument specifically stating that it amends, terminates or cancels this Plan, or waives any of the terms hereof, executed by all parties or, in the case of a waiver, by the party waiving compliance, and subject to any approval by the Board of Directors or stockholders of any of the parties that may be required by law.

[Signature Page Immediately Follows]

Exhibit A

CONFIDENTIAL

IN WITNESS WHEREOF, the parties have executed this Agreement and Plan of Merger on the date first above written.

WSP USA INC., a New York corporation

By: 
Name: Andrew C. Esposito
Title: Senior Vice President

WSP USA ENVIRONMENT &
INFRASTRUCTURE INC., a Nevada
corporation

By: _____
Name: Lytle C. Troutt, Jr.
Title: President

Exhibit A

CONFIDENTIAL

IN WITNESS WHEREOF, the parties have executed this Agreement and Plan of Merger on the date first above written.

WSP USA INC., a New York corporation

By: _____

Name: Andrew C. Esposito

Title: Senior Vice President

WSP USA ENVIRONMENT &
INFRASTRUCTURE INC., a Nevada
corporation



By: _____

Name: Lytle C. Troutt, Jr.

Title: President