

### **COUNTY OF LOS ANGELES**

#### DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE ALHAMBRA, CALIFORNIA 91803-1331 Telephone: (626) 458-5100 http://dpw.lacounty.gov

ADDRESS ALL CORRESPONDENCE TO: P.O. BOX 1460 ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE REFER TO FILE: BRC-2

May 22, 2018

Ms. Nancy Newlander Wood Environment & Infrastructure Solutions, Inc. 6001 Rickenbacker Road Los Angeles, CA 90040

Dear Ms. Newlander:

# AS-NEEDED ENVIRONMENTAL TESTING, INSPECTION, AND MONITORING SERVICES (PW15026)

Enclosed is the signed and fully executed Supplemental Agreement 1, for the above-referenced Project. The Supplemental Agreement commenced on May 21, 2018, date of full execution.

If you have any questions, please call Ms. Anna Schwartz, at (626) 458-2586 or via email at ASchwartz@dpw.lacounty.gov.

Very truly yours,

MARK PESTRELLA Director of Public Works

JOSE QUEVEDO

Assistant Deputy Director

**Business Relations and Contracts Division** 

JQ:as

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## SUPPLEMENTAL AGREEMENT NO. 1 TO CONTRACT NO. PW15026

# AS-NEEDED ENVIRONMENTAL TESTING, INSPECTION, AND MONITORING SERVICES

THIS SUPPLEMENTAL AGREEMENT, made and entered into this Aday of May, 2018, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and Wood Environment & Infrastructure Solutions, Inc., a Nevada corporation formerly known as AMEC Foster Wheeler Environment & Infrastructure, Inc., a Nevada Corporation.

#### **WITNESSETH**

WHEREAS, reference is made to Contract No. PW15026 entitled, As-Needed Environmental Testing, Inspection, and Monitoring Services, approved by the Board of Supervisors on October 18, 2016, and any Supplemental Agreements thereto (all hereafter referred to as Contract); and

WHEREAS, CONSULTANT, AMEC Foster Wheeler Environment & Infrastructure, Inc., a Nevada Corporation, has informed the COUNTY that it has changed its corporate name to WOOD Environment & Infrastructure Solutions, Inc., and has represented to the COUNTY that, this name change is administrative in nature only, and in no way changes the legal liabilities of CONSULTANT, which will continue to maintain the current resources, contracts, and other existing services, and

WHEREAS, the parties therefore wish to amend this Contract to change CONSULTANT's name to WOOD Environment & Infrastructure Solutions, Inc., and

WHEREAS, this Contract provides that changes may be made in the form of a written Supplemental Agreement, which is formally approved and executed by both parties; and

WHEREAS, the Board of Supervisor delegated to the Director of Public Works on September 4, 2007, the authority to execute the Supplemental Agreements to contracts administered by the Department of Public Works approving Consultant's name changes.

NOW, THEREFORE, the COUNTY and the CONSULTANT agree as follows:

<u>FIRST</u>: The term "CONSULTANT" in this Contract shall hereafter refer to Wood Environment & Infrastructure Solutions, Inc., and Wood Environment & Infrastructure Solutions, Inc., shall be and remain fully liable and responsible to the COUNTY under all the current terms, conditions, covenants, and agreements of the Contract from the beginning of performance of this Contract.

SECOND: Except as modified in this SUPPLEMENTAL AGREEMENT, all terms, conditions, requirements, and specifications of Contract, including without limitation Fee Schedule attached to this CONTRACT as Attachment 3 shall remain in full force and effect.

THIRD: Based on the representations of Wood Environment & Infrastructure Solutions, Inc., COUNTY agrees that, subsequent to the effective date of this Supplemental Agreement, the COUNTY will make payments under this Contract payable to Wood Environment & Infrastructure Solutions, Inc. instead of payable to AMEC Foster Wheeler Environment & Infrastructure, Inc., for work completed under this Contract until the Contract is no longer in effect, and COUNTY is not responsible for any other division of payments.

<u>FOURTH</u>: CONSULTANT agrees that the COUNTY shall remain an additional insured as required by the Contract on CONSULTANT's insurance policies at all times from the beginning of performance of the Contract until the Contract is no longer in effect, with no lapse in required insurance coverage at any time.

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONSULTANT has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

Director of Public Works

APPROVED AS TO FORM:

MARY C. WICKHAM County Counsel

Senior Deputy County Counsel

WOOD Environment & Infrastructure

Solutions, Inc.

By July President

Type or Print/Name

Its Secretary

Type of Print Name

### **ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

validity of that document.
State of California GEORGIA
County of $ \alpha - 1\rangle \sim$
on 5-10-2018 before me, Sarah J Smith, Notary
(insert name and title of the officer)
personally appeared JoSEAh F. Favvell.
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(les), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of Galifornia that the foregoing
paragraph is true and correct.
paragraph is true and concess.
Sarah J Smith
WITNESS my hand and official seal.  NOTARY PUBLIC
FULTON COUNTY, GEORGIA
Signature (Seal) My Commission Expires
12/27/2021

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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person(s), or the entity upon behalf of which the person	(S) acted, executed the institution. (LORGIA
I certify under PENALTY OF PERJURY under the laws	of the State of California that the foregoing
paragraph is true and correct.	Sarah J Smith
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WITNESS my hand and official seal.	<b>UL</b> TON COUNTY, GEORGIA
	My Commission Expires
(	12/27/2021
Signature (Se	eal)