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| Snohomish County Standard Consultant Agreement Supplement | | Consultant/Address/Telephone WSP USA, Inc. 999 Third Avenue, Suite 3200 Seattle, WA 98104 | |
| Supplement Number Supplement No.11 | | Contact Name / E-Mail Address Robert L. Fernandes / bob.fernandes@wsp.com | |
| | | Telephone 206-431-2333 | Fax 206-431-2250 |
| Agreement Number CCF07-13 | | Execution Date <i>August 8, 2013</i> | Completion Date <i>December 31, 2019</i> |
| Project Title Structural Engineering, Geotechnical Design, Survey and Mapping Services for the Index Galena Road (MP 6.4 – 6.9) Flood Repair Project | | New Maximum Amount Payable \$2,762,026.00 | |
| Description of Work <i>Provide Structural Engineering, Geotechnical Design, Survey and Mapping Services for the Index Galena Road (MP 6.4 – 6.9) Flood Repair Project. The Index-Galena Road is located along the Skykomish River in the Mount Baker – Snoqualmie National Forest in southeast Snohomish County. During Fall 2006 it was severely damaged by flooding and was washed out between mile posts 6.4 and 6.9.</i> | | | |

WHEREAS, Snohomish County desires to supplement the Agreement entered into with **WSP USA, Inc.** and executed on the 8th day of August, 2013, as amended by Supplement No.1 on the 13th day of May, 2014, Supplement No.2 on the 24th day of February, 2015, Supplement No.3 on the 21st day of October, 2015, Supplement No.4 on the 17th day of December, 2015, Supplement No.5 on the 28th day of April, 2016, Supplement No.6 on the 27th day of July, 2016, Supplement No.7 on the 2nd day of November, 2016, and Supplement No.8 on the 26th day of September, 2017, Supplement No.9 on the 20th day of June 2018, Supplement No.10 on March 20, 2019, and identified as Agreement No. **CCF07-13**. All provision of the basic agreement remain in effect except as expressly modified by this supplement.

WHEREAS, WSP USA, Inc., a New York corporation registered to do business in the State of Washington, UBI# 600275529, has acquired certain assets of BergerABAM, Inc. including the Agreement, and

WHEREAS, the County has formally consented to the assignment of the Agreement to WSP USA, Inc. as evidenced by the Certificate of Merger document attached hereto and by this reference made part of this supplement,

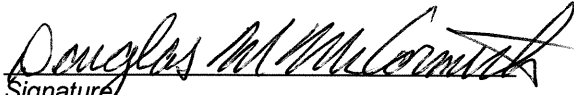
All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the Agreement are described as follows:

1. The name "WSP USA, Inc." shall be substituted for "BergerABAM, Inc." wherever it appears throughout the previously amended Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Supplement No.11 on this 21 day of may, 2019.

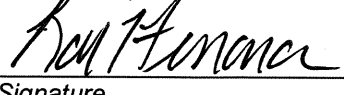
SNOHOMISH COUNTY


Signature

Douglas W. McCormick, P.E.
Deputy Director/County Engineer
Snohomish County Public Works

Title

WSP USA, INC.


Signature

VICE PRESIDENT

Title

**CONTRACT TEMPLATE ONLY
REVIEWED AND APPROVED:**

Rebecca J. Guadamud
Deputy Prosecuting Attorney
Date: 11/26/14

**CONTRACT TEMPLATE ONLY
REVIEWED AND APPROVED:**

Keith Mitchell
County Risk Manager
Date: 12/5/14

UNITED STATES OF AMERICA

The State of  Washington

Secretary of State

CERTIFICATE OF MERGER

I, **KIM WYMAN**, Secretary of State of the State of Washington and custodian of its seal, hereby certify that documents meeting statutory requirements have been filed and processed with the Secretary of State merging the below listed "Merging Entity/Entities" into:

WSP USA INC.

NEW YORK PROFIT CORPORATION

UBI: 600 275 529

Effective Date: 04/26/2019

Filing Date: 04/25/2019

Merging Entities:

601 110 595

BERGERABAM INC., WA PROFIT CORPORATION



Given under my hand and the Seal of the State of Washington at Olympia, the State Capital

Kim Wyman, Secretary of State

Date Issued: 04/25/2019

FILED
Secretary of State
State of Washington
Date Filed: 04/25/2019
Effective Date: 04/26/2019
UBI No: 600 275 529

ARTICLES OF MERGER
OF
BERGERABAM INC.
(a Washington corporation)
INTO
WSP USA INC.
(a New York corporation)

Pursuant to Sections 23B.11.010 and 23B.11.050 of the Washington Business Corporation Act, the undersigned corporation executes and submits for filing the following Articles of Merger:

1. The Agreement and Plan of Merger is attached hereto as Exhibit 1.
2. The Agreement and Plan of Merger was duly approved by the board of directors of each corporation party to the merger.
3. Approval of the Plan of Merger by the shareholder of BergerAbam Inc. was obtained and was duly approved by this corporation's shareholders pursuant to RCW, § 23B.11.030.
4. This merger is permitted by the laws of the State of New York under whose laws WSP USA Inc. is incorporated, and WSP USA Inc. has complied with such laws in effecting this merger.
5. WSP USA Inc. is deemed to appoint the Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation party to the merger.
6. WSP USA Inc. agrees to promptly pay to the dissenting shareholders of each domestic corporation party to the merger the amount, if any, to which they are entitled under Chapter 23B.13 of the Washington Business Corporation Act.
7. The effective date of the merger shall be April 26, 2019.

Dated: 4/24/19

WSP USA Inc.

By:



Patrick Sheridan, Senior Vice President and Treasurer

Work Order #: 2019042500223164 - 1
Received Date: 04/25/2019
Amount Received: \$90.00

AGREEMENT AND PLAN OF MERGER (this "Plan"), dated April 22, 2019 entered into between WSP USA Inc., a New York corporation ("Company 1"), and BergerAbam Inc., a Washington corporation ("Company 2").

WHEREAS, Company 1 owns 100 (One Hundred) shares, no par value (the "Shares") of Company 2 which constitutes all of the issued and outstanding Shares in Company 2; and

WHEREAS, the laws of the State of New York and the State of Washington 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 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 Washington and the filing of the Certificate of Merger with the Department of State of New York.

1.03 "Law" means the New York Business Corporation Law.

1.04 "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 Section 23B.11.090 of the Washington Business Corporation Act with the Secretary of State of Washington in accordance with such Section and the filing of a Certificate of Merger meeting the requirements of Section 905 and/or Section 907 of the Law with the Department of State of New York in accordance with such Section.

BERGERABAM MERGER AGREEMENT

2. Terms and Effect of Merger

2.01 Company 1 and Company 2 are the merging corporations as contemplated by Law. At the Effective Time and pursuant to the 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 Washington and the Department of State of New York, and the parties shall take such other and further actions as may be required by 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's Shares 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's Shares 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 Washington and the irrevocable appointment of the Secretary of State of the State of Washington as its agent to accept service of process in any proceeding in the State of Washington 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

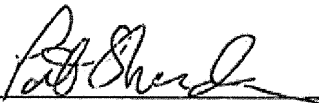
3.01 All of the provisions of this Plan shall be binding upon and inure to the benefit of, and be enforceable by, the parties hereto and their respective successors, but this Plan and the rights and obligations of the parties hereunder shall not be assignable by the parties hereto.

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.

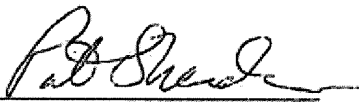
[Signature Page Immediately Follows]

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: Patrick T. Sheridan
Title: Senior Vice President and
Treasurer

BERGERABAM INC., a Washington corporation

By: 
Name: Patrick T. Sheridan
Title: Senior Vice President and
Treasurer