

# ORIGINAL

## Stantec Consulting Services, Inc.

### SECOND AMENDMENT TO AGREEMENT FOR SERVICES #111-S1511

**THIS SECOND AMENDMENT** to that Agreement for Services #111-S1511 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 North State Resources, Inc., a corporation now owned by and operating as Stantec Consulting Services, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 200, 10160 112 Street, Edmonton AB CA T5K 2L6, and whose local address is 5000 Bechelli Lane, Suite 203, Redding, California 96002, and whose mailing address is 13980 Collections Center Drive, Chicago, Illinois 60693, (hereinafter referred to as "Consultant");

### RECITALS

**WHEREAS**, Consultant has been engaged by County to provide environmental review services for its Community Development Services pursuant to Agreement for Services #111-S1511, dated September 23, 2014, and the First Amendment, dated August 8, 2017, both incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

**WHEREAS, ARTICLE XIII, Subcontracting, Assignment, and Delegation**, of the Agreement prohibits North State Resources, Inc. from assigning services to be provided without the prior written consent of County;

**WHEREAS**, North State Resources, Inc. has been acquired by Stantec Consulting Services, Inc., effective October 27, 2017;

**WHEREAS**, North State Resources, Inc. has requested that County accept work under the Agreement by Stantec Consulting Services, Inc. and approve the assignment of the Agreement from North State Resources, Inc. to Stantec Consulting Services, Inc.;

**WHEREAS**, notwithstanding the assignment, North State Resources, Inc. acknowledges and agrees that all existing indemnity and insurance obligations of North State Resources, Inc. will remain in full force and effect for services performed prior to October 27, 2017, and as thereafter required by the Agreement;

**WHEREAS**, Stantec Consulting Services, Inc. will assume all Consultant's duties, responsibilities, and obligations, including insurance and indemnity obligations, for all services performed under the terms and conditions of the Agreement, including but not limited to, any liabilities or obligations for services performed prior to the effective date of the acquisition;

**WHEREAS**, the parties hereto desire to amend the Agreement to update Consultant's Project Manager, amending **ARTICLE IX, Consultant's Project Manager**;

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

**WHEREAS**, the parties hereto desire to amend the Agreement to update the working office location, amending **ARTICLE XXX, Working Office**;

**WHEREAS**, the parties hereto desire to amend the Agreement to update the Contract Administrator, amending **ARTICLE LV, Contract Administrator**;

**WHEREAS**, the parties hereto have mutually agreed to amend the Agreement to include **ARTICLE LXI, Assignment**, a provision that expressly states the terms of County's approval of the assignment of the Agreement from North State Resources, Inc. to Stantec Consulting Services, Inc.;

**NOW, THEREFORE**, the parties amend the Agreement as follows in this Second Amendment to the Agreement and County approves of the assignment of the Agreement from North State Resources, Inc. to Stantec Consulting Services, Inc. on the following terms and conditions:

- I. All references to North State Resources, Inc. throughout the Agreement are substituted with Stantec Consulting Services, Inc. All references to Community Development Agency, Transportation Division throughout the Agreement are substituted with Community Development Services, Department of Transportation.
- II. **ARTICLE IX, Consultant's Project Manager**, of the Agreement is amended in its entirety to read as follows:

**ARTICLE IX**

**Consultant's Project Manager:** Consultant designates Mark Wuestehube, Project Manager, as its Project Manager for this Agreement. Consultant's Project Manager, or County-approved designee, shall be accessible to County's Contract Administrator, or designee, during normal County working hours and shall respond within twenty-four (24) hours to County inquiries or requests. Consultant's Project Manager shall be responsible for all matters related to Consultant's personnel, operations, and any subconsultants authorized under this Agreement including, but not limited to, (1) assigning qualified personnel to perform the required work and to prepare the deliverables required by the individual Task Orders and Work Orders issued pursuant to this Agreement; (2) reviewing, monitoring, training, and directing Consultant's personnel and any subconsultants authorized herein; and (3) providing qualified and appropriate traffic control services for field work.

- III. **ARTICLE XVIII, Notice to Parties**, of the Agreement is amended in its entirety to read as follows:

**ARTICLE XVIII**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing the 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:

County of El Dorado  
Community Development Services  
Department of Transportation  
2850 Fairlane Court  
Placerville, California 95667

Attn.: Donna Keeler  
Principal Planner  
Development, Right of Way, and  
Environmental Division

With a copy to:

County of El Dorado  
Community Development Services  
Administration and Finance Division  
2850 Fairlane Court  
Placerville, California 95667

Attn.: Michele Weimer  
Administrative Services Officer  
Contracts & Procurement Unit

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Stantec Consulting Services, Inc.  
5000 Bechelli Lane, Suite 203  
Redding, California 96002

Attn.: Tim Reilly, Senior Principal

or to such other location as Consultant directs.

- IV. **ARTICLE XXX, Working Office**, of the Agreement is amended in its entirety to read as follows:

**ARTICLE XXX**

**Working Office:** Consultant shall establish a working office at a place acceptable to County. The parties hereto acknowledge and agree that Consultant's office is located at 5000 Bechelli Lane, Suite 203, Redding, California 96002.

- V. **ARTICLE LV, Contract Administrator**, of the Agreement is amended in its entirety to read as follows:

**ARTICLE LV**

**Contract Administrator:** The County Officer or employee with responsibility for administering this Agreement is Donna Keeler, Principal Planner, Development, Right of Way, and Environmental Division, Community Development Services, Department of Transportation, or successor.

**The Agreement is further amended to add the following Article:**

**ARTICLE LXI**

**Assignment:** Pursuant to ARTICLE XIII, Subcontracting, Assignment and Delegation, of the Agreement, County approves the assignment of the Agreement from North State Resources, Inc. (previous Consultant) to Stantec Consulting Services, Inc. (Consultant), effective October 27, 2017, on the following terms and conditions. Stantec Consulting Services, Inc. assumes all duties, covenants, obligations, and responsibilities, including all indemnity and insurance obligations, of Consultant under the Agreement and all amendments thereto, and is responsible for executing, performing, and providing all work and services as of October 27, 2017, in accordance with all terms and conditions as set forth in and as defined in the Agreement and all amendments thereto. Stantec Consulting Services, Inc. assumes all liability of North State Resources, Inc. under the Agreement and agrees to indemnify and defend the County as provided for in ARTICLE XX, Indemnity, for the entirety of the Agreement since original execution on September 23, 2014. North State Resources, Inc. shall remain liable, jointly and severally, for all work performed and service provided prior to October 27, 2017, and all of North State Resources, Inc.'s insurance and indemnity obligations set forth in the Agreement shall remain in full force and effect on the terms set forth in the Agreement notwithstanding the assignment of the Agreement.

Except as herein amended, all other parts and sections of Agreement for Services #111-S1511, as amended, shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By:   
Donna Keeler  
Principal Planner  
Development, Right of Way, and  
Environmental Division  
Community Development Services  
Department of Transportation

Dated: 2/23/2018

**Requesting Department Concurrence:**

By:   
Rafael Martinez, Director  
Community Development Services  
Department of Transportation

Dated: 2/20/18

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement for Services #111-S1511 on the dates indicated below.

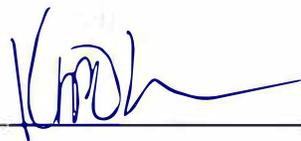
-- COUNTY OF EL DORADO --

By:  \_\_\_\_\_

Dated: 3/20/2018

Board of Supervisors  
"County"

Attest:  
James S. Mitrison  
Clerk of the Board of Supervisors

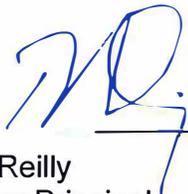
By:  \_\_\_\_\_  
Deputy Clerk

Dated: 3/20/2018

-- STANTEC CONSULTING SERVICES, INC. --

By:  \_\_\_\_\_  
Jim Grasty TODD W. RHOADS  
Vice President  
"Consultant"

Dated: FEBRUARY 21, 2018

By:  \_\_\_\_\_  
Tim Reilly  
Senior Principal

Dated: FEBRUARY 20, 2018