

Stantec Consulting Services, Inc.

SECOND AMENDMENT TO AGREEMENT FOR SERVICES #415-S1511

THIS SECOND AMENDMENT to that Agreement for Services #415-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 #415-S1511, dated April 10, 2015, and the First Amendment, dated June 28, 2016, both incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, ARTICLE XIII, 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 revise the term, amending **ARTICLE II, Term**;

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 have mutually agreed to amend the Agreement to include **ARTICLE LXII, 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 II, Term**, of the Agreement is amended in its entirety to read as follows:

ARTICLE II

Term: This Agreement shall become effective when fully executed by the parties hereto and shall expire three (3) years thereafter or upon completion of Project, whichever is later.

III. **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.

IV. 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
2441 Headington Road
Placerville, California 95667

Attn.: John Kahling, P.E.
Deputy Director, Engineering
Headington Engineering Unit

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.

V. 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.

The Agreement is further amended to add the following Article:

ARTICLE LXII

Assignment: Pursuant to ARTICLE XIII, 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 April 10, 2015. 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 #415-S1511, as amended, shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: _____

John Kahling
Deputy Director, Engineering
Headington Engineering Unit
Community Development Services
Department of Transportation

Dated: _____

Requesting Department Concurrence:

By: _____

Rafael Martinez, Director
Community Development Services
Department of Transportation

Dated: _____

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement for Services #415-S1511 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____ Dated: _____

Board of Supervisors
"County"

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

By: _____ Dated: _____

Deputy Clerk

-- STANTEC CONSULTING SERVICES, INC. --

By: _____ Dated: _____

Jim Grasty
Vice President
"Consultant"

By: _____ Dated: _____

Tim Reilly
Senior Principal