

**AMENDMENT NO. 1**  
**TO**  
**NAPA COUNTY AGREEMENT NO. 220242B**  
**PROFESSIONAL SERVICES AGREEMENT**

**THIS AMENDMENT NO. 1** (“Amendment”) **OF NAPA COUNTY AGREEMENT NO. 220242B** is made as of this 24th day of January 2023, by and among NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and CARDNO, INC., a Delaware corporation, whose mailing address is 2890 Gateway Oaks Drive, Suite 200, Sacramento, CA 95833, hereinafter referred to as “CONTRACTOR,” and STANTEC CONSULTING SERVICES, INC., a New York corporation, whose mailing address is 2890 Gateway Oaks Drive, Suite 200, Sacramento, CA 95833, hereinafter referred to as “ASSIGNEE,” and collectively referred to as “Parties.”

**RECITALS**

**WHEREAS**, by Napa County Agreement No. 220242B (hereinafter referred to as “Agreement”), COUNTY engaged the services of CONTRACTOR to perform engineering services needed for the design, permitting, and project delivery of a replacement culvert where Campbell Creek crosses under Dry Creek Road (“Project”); and

**WHEREAS**, pursuant to Exhibit “E,” attached hereto and incorporated herein by this reference, COUNTY has been notified that CONTRACTOR has been acquired by ASSIGNEE, and CONTRACTOR’s name shall be changed to ASSIGNEE’s name effective January 1, 2023; and

**WHEREAS**, the assignment of the Agreement to ASSIGNEE will not result in any interruption of services for COUNTY, and ASSIGNEE will maintain CONTRACTOR’s current office; and

**WHEREAS**, ASSIGNEE and CONTRACTOR have requested that COUNTY acknowledge the assignment in writing; and

**WHEREAS**, COUNTY, CONTRACTOR, and ASSIGNEE agree to assign the Agreement from CONTRACTOR to ASSIGNEE; and

**WHEREAS**, the Parties now desire to amend the Agreement to modify and add to the Scope of Work of the Project and increase the compensation to reflect such changes.

**NOW, THEREFORE**, COUNTY and CONTRACTOR hereby amend the Agreement as follows:

1. The record of the assignment of Agreement, attached hereto as Exhibit “E,” is hereby added to the Agreement and incorporated by this reference.

2. As of January 1, 2023, all references in the Agreement and this Amendment to “CONTRACTOR” shall be interpreted to mean “ASSIGNEE.”

3. As of January 1, 2023, all payments made by COUNTY under the Agreement shall be rendered to ASSIGNEE and no payments shall be rendered to CONTRACTOR.

4. Paragraph 2 of the Agreement is amended in its entirety as follows:

**Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit “A,” attached hereto, in addition to the Request for Proposals and CONTRACTOR’s proposal(s), incorporated by reference herein, and on or after the first date written above on this Amendment No. 1, those additional services and amendments as to “Task 13” and additional services as to “Task 15” set forth in Exhibit “A-1,” said Exhibit being incorporated herein by this reference.

5. Paragraph 3 of the Agreement is amended in its entirety as follows:

**Compensation.**

(a) Rates. In consideration of CONTRACTOR’s fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit “B,” attached hereto and incorporated by reference herein.

(b) Expenses. Travel, direct costs, and other expenses will be reimbursed by COUNTY upon submission of an invoice in accordance with Paragraph 4 at the rates and/or in accordance with the “Direct Cost” allocation and limits set forth in Exhibit “B.”

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of Four Hundred Thirty Four Thousand, Two Hundred Ninety Dollars (\$434,290) for professional services and Seven Thousand Three Hundred Fifteen Dollars (\$7,315) for expenses for a total not to exceed amount of Four Forty One Thousand, Six Hundred Five Dollars (\$441,605); provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

6. Paragraph 28 of the Agreement is amended in its entirety as follows:

**Special Terms and Conditions.**

(a) CONTRACTOR shall comply shall comply with those requirements set for in potential/future federal, state, or local grant funding requirements subsequently deemed applicable to the work completed in connection with this Agreement.

(b) COUNTY delegates its authority to the Director of Public Works to approve future changes or amendments to Exhibit A, A-1, and B, attached to the Agreement and this Amendment, provided that any such change or

amendment does not materially alter the nature of the services to be provided or increase the maximum compensation available under the Agreement and this Amendment.

7. Except as provided in paragraphs 1 through 6, above, all other provisions of the Agreement shall remain in full force and effect as previously approved.

**IN WITNESS WHEREOF**, this Amendment No. 1 to Napa County Agreement No. 220242B was executed by the parties hereto as of the date first above written.

*[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]*

“CONTRACTOR”

STANTEC CONSULTING SERVICES, INC., a New York Corporation

By Katie Ross-Smith  
**Katie Ross-Smith, Sr. Principal, BCOL Env. Services**

STANTEC CONSULTING SERVICES, INC., a New York Corporation

By [Signature]  
**Stephen Peck, Principal, BCPL Environmental Services**

“ASSIGNEE”

NAPA COUNTY, a political subdivision of the State of California

By \_\_\_\_\_  
**BELIA RAMOS, Chair**  
**Board of Supervisors**

“COUNTY”

<p>“COUNTY”APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Shana A. Bagley</u> Deputy County Counsel</p> <p>Date: <u>January 11, 2023</u></p> <p>PL No.: 85554</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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## **EXHIBIT A-1**

### **SCOPE OF WORK**

The following replaces the entirety of Task 13 in the Agreement:

#### **TASK 13 AS DIRECTED SERVICES - \$40,000 (Optional)**

The Project is complex with many tasks to be completed. In the event additional requirements not identified in this scope are placed on COUNTY or the Project, the CONTRACTOR will provide any necessary assistance. This assistance will be done as an "as directed" basis and on a time and materials basis and agreed rates. No work will be performed on this task, or billings occur, without written correspondence (letter, email, or task order) from COUNTY directing the extent of work.

##### **Deliverables:**

> Deliverables associated with this task will be as directed by COUNTY depending on the required services to be performed.

##### **Assumptions:**

> No work on this task will occur without written direction from COUNTY. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONTRACTOR's approved Cost Proposal for the task order. Rates may change based on when task orders are issued, therefore the rates shall be agreed on in the task order rather than as indicated in Exhibit B.

The following adds additional services to the Scope of Work of the Agreement:

#### **TASK 15 EASEMENT ACQUISITION - \$39,250**

Easement acquisition for a culvert replacement on Campbell Creek near Lokoya Fire Station at 5900 Dry Creek Road, (Lat: N38.407175, Lon: -122.433525) in Napa County. CONTRACTOR will assist COUNTY in the obtainment of one (1) temporary construction easement and one (1) permanent maintenance easement for the construction of the Campbell Creek culvert and creek stabilization project.

CONTRACTOR will assist COUNTY with the acquisition of a temporary construction easement and a permanent maintenance easement necessary for the construction, and long term maintenance, of the project as outline in this scope of work. To assist in this effort CONTRACTOR will retained the services of Interwest Consulting Group, Inc. ("Interwest") and R.E.Y Engineers, Inc. ("R.E.Y."). CONTRACTOR will be responsible for the overall acquisition assistance and management of the sub-consultants. CONTRACTOR's sub-consultant services and responsibilities are summarized below:

Interwest:

- Project Coordination and Management
- Title Services
- Primary Appraisal
- Acquisition Settlements and Closings

R.E.Y.

- Temporary Construction Easement Description and Plat
- Permanent Easement Description and Plat
- “Show Me” Stake Placement

The scope of work for this effort is outlined below.

CONTRACTOR and Interwest are committed to managing the easement acquisition process throughout the life of acquisition effort. They will work closely with COUNTY perform the services outlined in this scope. Project Coordination and Management associated with the easement acquisition efforts is assumed to be provided over the duration of the easement acquisition effort period (assumed to be 12 months) and includes the following tasks:

- > **Meetings.** Attend meetings with COUNTY as follows:
  - Initial kick-off meeting (virtual).
  - Draft Agenda and meeting summary to be provided by CONTRACTOR.
- > **Status Reports.** Provide and maintain title, appraisal, acquisition, and relocation database/status reports for all project personnel to access.
- > **Subconsultant Management.** Provide management and coordination of services for subconsultants related to the easement acquisition efforts/task.
- > **Escrow Coordination.** Provide coordination services with the escrow company, including ordering preliminary title reports, opening escrows, and facilitating escrows for the acquired property.
- > **Quality Assurance/Quality Control Management.** Provide quality control management for all areas of the project, including coordinating efforts with COUNTY to ensure a compliant project.
- > **Data Management.** CONTRACTOR will use QuickBase as a project management tool for tracking project-related tasks and milestones, as well as customized dashboards for monitoring individual performance efficiency, timelines, and cost containment strategies. CONTRACTOR’S reports are tailored to each client’s specifications to provide the critical information necessary for management decisions.
- > **Project Close-Out.** Provide the services required to finalize and close out the project according to the Uniform Act, as amended, Federal Highway Administration (FHWA) regulations and California law.

Based on preliminary coordination between the COUNTY and property owner, the extents of the proposed temporary and permanent easement are generally understood by all parties. To formalize and confirm that CONTRACTOR will develop a preliminary easement figure for review by COUNTY and property owner as the first step in the acquisition process, and prior to formalizing the legal mapping and descriptions.

COUNTY will coordinate, with assistance and direction from Interwest, with the property owner to confirm that the understanding of the easement limits is acceptable. After coordination with all parties has been completed, and the easement limits are clearly defined, R.E.Y. will complete draft easement descriptions for the temporary and permanent easements. Additionally, to support COUNTY and property owner review, R.E.Y. will place stakes along the property lines and new easements to show all parties the locations. Services to be provided include:

- > **Easement Description and Plat.** R.E.Y. will prepare a description and plat for a permanent easement and temporary construction easement for the Project. R.E.Y. will create 8.5" x 11" maps to support the descriptions for the new easements.

- > **"Show Me" Stake Placement.** R.E.Y. will place stakes at the site to delineate existing property lines and the proposed easements.

To accurately determine existing easements over/on the property and to assist with the acquisition, CONTRACTOR will prepare title reports for properties affected. Services to be provided include:

- > **Preliminary Title Reports.** Through CONTRACTOR's subconsultant, issue preliminary title reports (PTR) with supporting documents for all parcels. Title reports produced for each parcel will, at a minimum, establish legal owners and all valid liens, encumbrances, and easements of record.

- > **PTR Review.** Interwest's qualified staff reviews the PTRs to inspect each report for accuracy of the stated ownership, Assessor Parcel Numbers, and other pertinent information. Additionally, as applicable, the listed liens, encumbrances and/or mortgages, etc., are analyzed to determine if consents/subordinations are required to clear title.

To determine accurate cost and assist in the easement acquisition process, CONTRACTOR will have the affected property appraised. The appraisal will determine value of the property based on current valuation practices. Services to be provided include:

- > **Distribute Appraisal Assignments.** Facilitate the distribution of appraisal assignments, including appraisal review reports and ensure clarification of scope of the project.

- > **Coordinate Meetings.** Hold meetings with the selected appraiser to review and discuss the project scope, requirements for the appraisal reports, as well as the type of reports required and the required written notice of inspection to the owner.

- > **Notice of Intent to Appraise.** Prepare the Notice of Intent to Appraise letter for each property, advising the property owners of the proposed project, introducing the appraiser and providing contact information to answer questions and concerns.

- > **Conduct Appraisal Inspection.** An appraisal inspection will be conducted to become familiar with the physical and functional characteristics of the impacted parcels, as well as to distinguish the influence of the immediate physical environment.

- > **Determine Highest and Best Use.** Just compensation for the full and partial acquisitions will be as set forth in California Code of Civil Procedure, part 3, title 7, Chapter 9, sections 1263.320 through 1263.430, as appropriate for eminent domain purposes.

- > **Obtain Appraisals.** Obtain appraisals and summary of value statements for each acquisition prepared in accordance with the Uniform Appraisal Standards for Federal Land Acquisitions, other applicable federal laws, California laws, and Uniform Standards of Professional Appraisal Practices (USPAP). Record information into the database and properly disperse appraisal reports.
- > **Appraisal Reports.** The format and level of documentation for an appraisal report depends on the complexity of the appraisal problem. Complex property assignments are to be reported in a self-contained, narrative format. A summary report, in conformance with USPAP Standards Rule 2-2(b), is permitted in cases, which, by virtue of their low value or simplicity, do not require the in-depth analysis and presentation necessary in a narrative appraisal report.
- > **Just Compensation.** Upon completion of the appraisal, the appraiser will complete a Summary of Just Compensation report to establish the highest and best use valuation.

CONTRACTOR will complete the acquisition process and work to complete all necessary paperwork for the temporary and permanent easement preparation. Services to be provided include:

- > **Review Plans.** Review project plans to become familiar with the project and its impacts on various properties.
- > **Verify Conformance.** Verify that any legal descriptions, plat maps, right of way plans, surveys, and appraisals correspond and are accurate.
- > **Offer Letter.** Prepare and present the written offer letter to the property owner, along with the appraisal summary of value, purchase agreement, deeds, escrow instructions, brochure, and agent's business card upon the initiation of negotiations, after review and approval by COUNTY's representative. Submit all legal documents for COUNTY's legal counsel to review when language is added, deleted, or revised.
- > **Acquisition and Negotiation.** Conduct negotiations for the acquisition of each parcel in accordance with all federal and state policies and procedures, including making the initial purchase offer in person when the owner resides in the project area, if possible. Offers to out-of-area owners will be sent via certified mail with a return receipt.
- > **Administrative Settlement Recommendations.** Provide COUNTY with a written recommendation and support documentation for all counter offers and proposed settlement terms for review and approval.
- > **Open and Monitor Escrows.** Coordinate with the selected title company and open escrows on all purchases. Interwest monitors escrows, reviews all escrow documents, requests funds, ensures that COUNTY receives title insurance policies in the amount of the purchase cost of the land/improvements, and clears title to all properties acquired.
- > **County and Owner Liaison.** Provide liaison duties between COUNTY and property owners.
- > **Contact Documentation.** Thoroughly document contact with property owners and/or their representatives, indicating attendees, time and place of meetings. Documentation includes thorough diaries and copies of all correspondence and emails. Diaries are updated immediately after each contact, if possible, and are housed in a permanent acquisition file.



> **Parcel Files.** Establish and maintain an accurate and complete working file for each parcel in a professional and standard format. Additionally, all pertinent project files are maintained in electronic formats and provided to COUNTY at completion of the project.

> **Meetings.** Attend any required or additional meetings, as deemed necessary by COUNTY to communicate progress and discuss project issues.

> **Close-Out Acquisition File.** Complete a final quality assurance/quality control review on the file for close- out, provide final status reports to COUNTY, and deliver final files to COUNTY upon completion of the project. Additionally, COUNTY will receive a flash drive with all pertinent project data stored in systematically organized project folders.

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*Deliverables:*

> Title, appraisal, acquisition, and relocation database/status reports

> Temporary Construction Easement Description and Plat

> Permanent Easement Description and Plat

> “Show Me” Stake Placement

> Preliminary Title Reports

> One (1) Permanent drainage easement

> One (1) Temporary construction easement

*Assumptions:*

> One iteration for each of the easement descriptions.

> No environmental review will be conducted.

> One temporary construction easement and one permanent easement over one property and coordination with one property owner.

## EXHIBIT "E"

### SHORT FORM ASSIGNMENT LETTER

11/11/2022

Napa County, CA  
1195 Third St., Room 201  
Napa, CA 94559  
Attention: Steven E. Lederer

Dear Steven:

Reference: 237800584 - Campbell Creek Culvert Replace

Please be informed that on December 8, 2021, Stantec (TSX, NYSE: STN) purchased the North America and Asia Pacific engineering and consulting groups of Cardno Limited. As a result, the ongoing business, and affairs of Cardno USA, Inc., Cardno, Inc., Cardno ChemRisk, Inc., Cardno Holdings Pty Ltd, Cardno Holdings New Zealand Limited, and several other related party affiliates and subsidiaries (collectively, the "**Acquired Cardno Group**") will be continued through Stantec. Stantec will maintain the Acquired Cardno Group's present office locations with no interruption in operations or client services, and all future projects and operations will be transitioned to the Stantec name in the upcoming months. The Stantec community unites more than 25,000 employees working in over 400 locations across 6 continents. Our work—professional consulting in planning, engineering, architecture, interior design, landscape architecture, surveying, environmental sciences, project management, and project economics—begins at the intersection of community, creativity, and client relationships. With a long-term commitment to the people and places we serve, Stantec has the unique ability to connect to projects on a personal level and advance the quality of life in communities across the globe.

Stantec's vision includes working with the best clients on the best projects and providing the best services. Accordingly, please be assured that the continuity of your current project will be unaffected by this new arrangement. The caliber of the personnel currently working on your project will not change and, except for the assignment requested herein, no other aspect will be affected.

In this regard, we request your approval to assign all existing contracts in the name of Cardno, Inc., or any of its affiliates, to Stantec Consulting Services Inc. A list of those contracts is attached to this letter. Kindly indicate your consent to the request for assignment by returning a duplicate copy of this letter, executed on behalf of **Napa County, CA** to [cardnocontracts@stantec.com](mailto:cardnocontracts@stantec.com). If there is any additional information you need, please let me know.

Sincerely,

Cardno



Jesse Carlson  
Project Manager

The undersigned hereby consents to the assignment of the Contracts on the attached list to Stantec Consulting Services Inc. effective January 1, 2023.

Steven E. Lederer

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- Napa County Agreement No. 220242B dated February 8, 2022 between Napa County, CA and Cardno, Inc.