

NOVATION AGREEMENT

This Agreement is entered into as of November 22, 2022 by Cardno, Inc., duly organized and existing under the laws of the State of Florida, with its principal office in Clearwater, FL (hereinafter referred to as the "Transferor"); Stantec Consulting Services Inc., a corporation duly organized and existing under the laws of the State of New York, with its principal place of business in Broomfield, CO. (hereinafter referred to as the "Transferee"); and the Hernando County Board of County Commissioners (hereinafter referred to as the "County").

A. THE PARTIES AGREE TO THE FOLLOWING FACTS:

- 1 The County has entered into certain contracts and purchase orders with the Transferor, all as set forth in the attached list marked "Exhibit A" to this Agreement and herein incorporated by reference. The term "Contract" as used in this Agreement, means the above contract and purchase orders listed in Exhibit A, and all other contracts and purchase orders, including all modifications made between the County and the Transferor before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the County or the Transferor has any remaining rights, duties, or obligations under this Contract and purchase orders). Included in the term "Contract" are also all modifications made under the terms and conditions of this Contract and purchase orders between the County and the Transferee, on or after the effective date of this Agreement.
- 2 As of June 30, 2022, the Transferor has transferred to the Transferee the entire portion of the assets of the Transferor involved in performing said Contract by virtue of the Articles of Merger for Florida Profit or Non-Profit Corporation dated September 7, 2022, between the Transferor and the Transferee.
- 3 The Transferee, by virtue of the above transfer, has acquired the entire portion of the assets of the Transferor involved in performing said Contract.
- 4 The Transferee has assumed all obligations and liabilities of the Transferor under the Contract by virtue of the above transfer.
- 5 The Transferee is in a position to fully perform all obligations that may exist under the Contract.
- 6 It is consistent with the County's interest to recognize the Transferee as the successor party to the Contract.

B. IN CONSIDERATION OF THESE FACTS, THE PARTIES AGREE THAT BY THIS AGREEMENT:

- 1 The Transferor confirms the transfer to the Transferee and waives any claims and rights against the County that it now has or may have in the future in connection with the Contract.
- 2 The Transferee agrees to be bound by and to perform each Contract in accordance with the conditions contained in the Contract. The Transferee also assumes all obligation and liabilities of, and all claims against, the Transferor under the Contract as if the Transferee were the original party to the Contract.
- 3 The Transferee ratifies all previous actions taken by the Transferor with respect to the Contracts, with the same force and effect as if the action had been taken by the Transferee.
- 4 The County recognizes the Transferee as the Transferor's successor in interest in and to the Contract. The Transferee by this Agreement becomes entitled to all rights, titles, and Interests of the Transferor in and to the Contract as the Transferee were the original party to the Contract. Following the effective date of this Agreement, the term "Contractor," as used in the Contract, shall refer to the Transferee.
- 5 Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the County against the Transferor.

Hernando County Board of County Commissioners

- 6 All payments and reimbursements previously made by the County to the Transferor, and all other previous actions taken by the County under the Contracts, shall be considered to have discharged those parts of the County's obligations under the Contract. All payments and reimbursements made by the County after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to the Transferee and shall constitute a complete discharge of the County's obligations under the Contract, to the extent of the amounts paid or reimbursed.
- 7 The Transferor and the Transferee agree that the County is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Agreement, other than those that the County in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the Contract.
- 8 The Transferor guarantees payment of all liabilities and the performance of all obligations that the Transferee assumes under this Agreement or may undertake in the future should these Contracts be modified under their terms and conditions. The Transferor waives notice of, and consents to, any such future modifications.
- 9 The Contract shall remain in full force and effect, except as modified by this Agreement. Each party has executed this Agreement as of the day and year first above written.

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS (County)

By: [Signature]

Title: OMB Director, CPO

Cardno, Inc. (Transferor)

By: [Signature] Douglas Stoker, PE

Title: Vice President

Stantec Consulting Services Inc. (Transferee)

By: [Signature]

Title: Executive Vice President

CERTIFICATE

I, Chris Heisler certify that I am the Secretary of Cardno, Inc.; that Douglas Stoker, who signed this Agreement for this corporation, was then of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers.

Witness my hand and the seal of this corporation this ~~day of~~ 28th of February ~~2022~~ 2023

CARDNO, INC.

[CORPORATE SEAL]

[Signature]
Secretary



CERTIFICATE

I, Jeffrey P. Stone, certify that I am the Assistant Secretary of Stantec Consulting Services Inc.; that Michael Kennedy who signed this Agreement for this corporation, was then of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers.

Witness my hand and the seal of this corporation this 28th day of February 2023, 2022.

STANTEC CONSULTING SERVICES INC.

Jeffrey P. Stone
Secretary



EXHIBIT "A"

EXISTING CONTRACTS AND PURCHASE ORDERS

Purchase Order No.	Contract No_	Task Order No_	Project Name
22001022	18-R00045/PH	58	WPA Road Stormwater & Roadway Improvements
22000961	18-R00045/PH	55	Facility Design Guideline Procedure Update
22000790	18-R00045/PH	50	Calienta Street Improvements/Utilities
22000751	N/A	N/A	Mast Arm Traffic Control Cabinet/Ped Signal Repair
22000685	18-R00045/PH	52	Airport WRF Leachate Capacity Study
22000511	19-R00094/PH	N/A	Calienta Street/Shoal Line Blvd. Eng. Services
22000934	18-R00006/PH	9	Traffic Access Analysis Reports
21001097	18-R00045/PH	42	Spring Hill Reclamation WW Flow Diversion
21000792	18-R00006/PH	6	Cass Circle and Spring Hill Dr. Safety Improvements
21000756	18-R00045/PH	41	Lake Townsen ADA Sidewalk
21000563	18-R00045/PH	35	WPA Road Stormwater & Roadway Improvements
21000324	20-RG0002/PH	N/A	Lake Townsen Boat Ramp Project
20000996	19-RG0049/PH	N/A	Engineering Services for Linda Pedersen Park
20000856	18-R00015/PH	N/A	Airport Wastewater Treatment Plant Expansion
19001088	18-R00045/PH	18	Design and Bidding Services for HCUD Buildings
19000608	18-R00045/PH	6	MLK Compound Remediation
	18-R00006/PH		Current Contract
	18-R00015/PH		Current Contract
	18-R00045/PH		Current Contract
	19-RG0049/PH		Current Contract
	19-RG0094/PH		Current Contract
	19-RG0095/PH		Current Contract
	20-RG0002/PH		Current Contract

Note: This list may not be all-inclusive to active purchase orders and/or current projects.