



PROFESSIONAL SERVICES AGREEMENT CHANGE ORDER

Change Order # 3 Date 2 December 2024

"Stantec" Stantec Consulting Services Inc.
Stantec Project # 239000453
3901 Industrial Blvd., Indianapolis, IN 46254
Ph: (317) 388-1982
email: crystal.deboer@stantec.com

"Client" Town of Zionsville Board of Parks and Recreation
Client Project #
1100 W Oak Street, Zionsville, IN 46077
Ph: (317) 853-5410
email: jlogsdon@zionsville-in.gov

Project Name and Location: Town of Zionsville Board of Parks and Recreation: Starkey Park Monitoring

In accordance with the original Professional Services Agreement dated 25 May 2023 and Change Orders thereto, the Agreement changes as detailed below are hereby authorized.

Total fees this Change Order		2025 Monitoring	\$	3,700.00
Original agreement amount		2023 Monitoring	\$	3,300.00
Change Order Number	1	2023 Suppl. Planting	\$	2,250.00
Change Order Number	2	2024 Monitoring	\$	3,100.00
Change Order Number			\$	-
Change Order Number			\$	-
Total Agreement			\$	12,350.00

Effect on Schedule: Stantec will conduct the 2025 monitoring for the DNR FW-29131 mitigation located along Eagle Creek in Starkey Park. The 2025 field sampling protocol will mirror the 2023 protocol. The annual monitoring report will include site photographs and figures, site activity narrative, recommendations, and data relevant to the performance standards. Stantec will electronically submit an annual written report to the client for review prior to submitting to the agency. If applicable, a request for release will be included in the report. Stantec will attend one on-site agency meeting to facilitate site release. The approved report will be electronically submitted to the DNR Project Manager no later than December 31. The change order for 2025 monitoring is a fixed fee of \$3,700.

Payments shall be made in accordance with the original agreement terms. All other items and conditions of the original Agreement shall remain in full force and effect.

Stantec Consulting Services Inc.

Town of Zionsville Board of Parks and Recreation

Crystal DeBoer, Project Ecologist
Print Name and Title

, Park Board President
Print Name and Title

Signature

Signature

Date Signed:

Date Signed:

This Agreement is made and entered into effective May 25, 2023 (the "Agreement Date") by and between:

"Client"

Name: Town of Zionsville Board of Parks and Recreation
Address: 1100 W Oak Street, Zionsville, IN 46077
Phone: (317) 873-5410
Representative: John Stehr, Park Board President Email: jstehr@zionsville-in.gov

"Stantec"

Name: Stantec Consulting Services Inc.
Address: 3901 Industrial Blvd., Indianapolis, IN 46254
Phone: (317) 388-1982
Representative: Crystal Renskers, Senior Environmental Scientist/
Ecologist Email: Crystal.Renskers@stantec.com

Project Name (the "Project"):

Town of Zionsville Board of Parks and Recreation: Starkey Park Monitoring

DESCRIPTION OF WORK: Stantec shall render the services described in Attachment "A" (hereinafter called the "Services") in accordance with this Agreement. Stantec may, at its discretion and at any stage, engage subconsultants to perform all or any part of the Services. The Client and Stantec by written amendment to this Agreement may from time to time make changes to the Services. All changed work shall be carried out under this Agreement. The time for completion of the Services shall be adjusted accordingly.

COMPENSATION: Charges for the Services rendered will be made in accordance with the Contract Price indicated in Attachment "A", or, if no Contract Price is indicated, in accordance with Stantec's Schedule of Fees and Disbursements in effect from time to time as the Services are rendered.

Invoices shall be paid by the Client in the currency of the jurisdiction in which the Services are provided without deduction or setoff upon receipt. Failure to make any payment when due is a material breach of this Agreement and will entitle Stantec, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue by 45 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. The Client will make payment by Electronic Funds Transfer when requested by Stantec. If payment is requested by Stantec by Electronic Funds Transfer, Stantec shall provide including cybersecurity insurance.

REPRESENTATIVES: Each party shall designate in the space provided above a representative who is authorized to act on behalf of that party and receive notices under this Agreement. Such representatives have complete authority to act on behalf of their principals in respect to all matters arising under this Agreement.

NOTICES: All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party. All notices required by this Agreement to be given by either party shall be deemed to be properly given and received within two (2) business days if made in writing to the other party by certified mail or email, addressed to the regular business address of such party as identified above.

CLIENT'S RESPONSIBILITIES: The Client shall provide to Stantec in writing, the Client's total requirements in connection with the Project, including the Project budget and time constraints. The Client shall make available to Stantec all relevant information or data pertinent to the Project which is required by Stantec to perform the Services. Stantec shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the Client, including information and data originating with other consultants employed by the Client whether such consultants are engaged at the request of Stantec or otherwise. Where such information or data originates either with the Client or its consultants then Stantec shall not be responsible to the Client for the consequences of any error or omission contained therein.

When required by Stantec, the Client shall engage specialist consultants directly to perform items of work necessary to enable Stantec to carry out the Services. Whether arranged by the Client or Stantec, these services shall be deemed to be provided under direct contracts to the Client unless expressly provided otherwise.

The Client shall give prompt consideration to all documentation related to the Project prepared by Stantec and whenever prompt action is necessary shall inform Stantec of Client's decisions in such reasonable time so as not to delay the schedule for providing the Services.

When applicable, the Client shall arrange and make provision for Stantec's entry to the Project site as well as other public and private property as necessary for Stantec to perform the Services. The Client shall obtain any required approvals, licenses and permits from governmental or other authorities having jurisdiction over the Project so as not to delay Stantec in the performance of the Services.

STANTEC'S RESPONSIBILITIES: Stantec shall furnish the necessary qualified personnel to provide the Services. Stantec represents that it has access to the experience and capability necessary to and agrees to perform the Services with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the Services at the time when and the location in which the Services were performed. This undertaking does not imply or guarantee a perfect Project and in the event of failure or partial failure of the product or the Services, Stantec will be liable only for its failure to exercise diligence, reasonable care, and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure Stantec's performance. There are no other representations or warranties expressed or implied made by Stantec. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the Services provided by Stantec nor shall Stantec warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond Stantec's reasonable control. Stantec does not warrant the Services to any third party.

In performing the Services under this Agreement, Stantec shall operate as and have the status of an independent contractor and shall not act as or be an employee of the Client.

TERMINATION: Either Stantec or Client may terminate this Agreement without cause upon forty-five (45) days' notice in writing. If either party breaches this Agreement, the non-defaulting party may terminate this Agreement after giving seven (7) days' notice to remedy the breach. On termination of this Agreement, the Client shall forthwith pay Stantec for the Services performed to the date of termination. Non-payment by the Client of Stantec's invoices within 30 days of Stantec rendering same is agreed to constitute a material breach of this Agreement and, upon written notice as prescribed above, the duties, obligations, and responsibilities of Stantec are terminated.

SUSPENSION OF SERVICES: If the project is suspended for more than sixty (60) calendar days in the aggregate, Stantec shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the Project is suspended for more than ninety (90) days, Stantec may, at its option, terminate this agreement upon giving notice in writing to the Client.

ENVIRONMENTAL: Except as specifically described in this Agreement, Stantec's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

Where the Services include storm water pollution prevention (SWPP), sedimentation or erosion control plans, specifications, procedures or related construction observation or administrative field functions, Client acknowledges that such Services proposed or performed by Stantec are not guaranteed to provide complete SWPP, sedimentation or erosion control, capture all run off or siltation, that any physical works are to be constructed and maintained by the Client's contractor or others and that Stantec has no control over the ultimate effectiveness of any such works or procedures.

In the prosecution of work, Stantec will take reasonable precautions to avoid damage to subterranean structures or utilities. However, it is the responsibility of the Client to provide Stantec with assistance in locating underground structures and utilities in the vicinity of any construction, exploration, or investigation. Stantec shall also rely upon third party sources in order to determine the existence and location of any underground structures and utilities of any kind. The Client acknowledges and agrees that Stantec may rely on such third-party advice, so long as such third party is, in Stantec's and Client's opinion, a reasonable source for such information, without any requirement that Stantec shall make an independent evaluation or investigation of such underground structures and utilities. In the event that the information supplied by third parties is incorrect, the Client acknowledges that Stantec shall not be responsible for any damages done to any such underground structures or utilities.

BUILDING CODES, BYLAWS AND OTHER PUBLIC REGULATIONS: Stantec shall, to the best of its ability, interpret building codes, by-laws, and other public regulations as they apply to the Project and as they are published at the time Services commence. Furthermore, Stantec shall observe and comply with all applicable laws, ordinances, codes, and regulations of government agencies, including federal, state, provincial, municipal, and local governing bodies having jurisdiction over the conduct of the Services ("LAWS"). However, it is expressly acknowledged and agreed by the Client that as the Project progresses such building codes, by-laws, other public regulations, and LAWS may change or the interpretation of any public authority may differ from the interpretation of Stantec, through no fault of Stantec, and any extra costs

necessary to conform to such changes or interpretations during or after execution of the Services will be paid by the Client.

Stantec shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

COST AND SCHEDULE OF CONSTRUCTION WORK: In providing opinions of probable cost and project schedule, it is recognized that neither the Client nor Stantec has control over the costs of labor, equipment, or materials, or over the Contractor's methods of determining prices or time. The opinions of probable cost or project duration are based on Stantec's reasonable professional judgment and experience and do not constitute a warranty, express or implied, that the Contractors' bids, project schedules, or the negotiated price of the Work or schedule will not vary from the Client's budget or schedule or from any opinion of probable cost or project schedule prepared by Stantec. Exact costs and times will be determined only when bids have been received for the Project and when the construction work has been performed and payments finalized.

ADMINISTRATION OF CONSTRUCTION CONTRACTS: When applicable, Stantec shall provide field services during the construction of the Project only to the extent that such Services are included and defined in this Agreement. The performance of the construction contract is not Stantec's responsibility nor are Stantec's field services rendered for the construction contractor's benefit.

It is understood and agreed by the Client and Stantec that only work which has been seen during an examination by Stantec can be said to have been appraised and comments on the balance of any construction work are assumptions only.

When field services are provided by Stantec, the authority for general administration of the Project shall reside with Stantec only to the extent defined in this Agreement. In such case, Stantec shall coordinate the activities of other consultants employed by the Client, only to the extent that Stantec is empowered to do so by such other consultants' contracts with the Client.

Stantec shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents nor for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. When field services are provided, no acceptance by Stantec of the work or services of a construction contractor or other consultants, whether express or implied, shall relieve such construction contractor or other consultants from their responsibilities to the Client for the proper performance of such work or services and further, Stantec shall not be responsible to the Client or to the construction contractor or to the other consultants for the means, methods, techniques, sequences, procedures and use of equipment of any nature whatsoever, whether reviewed by Stantec or not, which are employed by the construction contractor or the other consultants in executing, designing, or administering any phases of the Project, or for placing into operation any plant or equipment or for safety precautions and programs incidental thereto.

When field services are provided, Stantec will not be designated as the party responsible for the compliance by others on the construction work site with the purposes or requirements of applicable environmental, occupational health and safety, or similar legislation. The Client shall designate a responsible party, other than Stantec, for the coordination and performance of environmental, occupational health and safety activities on the construction work site as required by applicable legislation and associated regulations.

JOBSITE SAFETY: Neither the professional activities of Stantec, nor the presence of Stantec or its employees and subconsultants at a construction site, shall relieve the Client and any other entity of their obligations, duties and responsibilities with respect to job site safety. Subject only to applicable legislation, Stantec and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

LIMITATION OF LIABILITY: It is agreed that, to the fullest extent possible under the applicable law, the total amount of all claims (including any and all costs associated with such claims such as attorney and expert fees and interest) the Client may have against Stantec under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the greater of the fees paid to Stantec for the Services or \$50,000. No claim may be brought against Stantec in contract or tort more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Stantec and not against any of Stantec's employees, officers, or directors.

Stantec's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Stantec shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and loss of markets.

In no event shall Stantec's obligation to pay damages of any kind exceed its proportionate share of liability for causing such damages.

DOCUMENTS: All documents prepared by Stantec or on behalf of Stantec in connection with the Project are instruments of service for the execution of the Project. Stantec retains the property and copyright in these documents, whether the Project is executed or not. Payment to Stantec of the compensation prescribed in this Agreement shall be a condition precedent to the Client's right to use documentation prepared by Stantec. These documents may not be used for any other purpose without the prior written agreement of Stantec. The Client shall have a permanent non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the Services rendered by Stantec in connection with the Project, for the life of the Project. The Client shall not use, infringe upon, or appropriate such concepts, products or processes without the express written agreement of Stantec. In the event Stantec's documents are subsequently reused or modified in any material respect without the prior consent of Stantec, the Client agrees to indemnify Stantec from any claims advanced on account of said reuse or modification.

Any document produced by Stantec in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Stantec, which may be withheld at Stantec's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract and will only be authorized pursuant to the conditions of Stantec's standard form reliance letter.

Stantec cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Electronic files will not contain stamps or seals, remain the property of Stantec, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Stantec's written consent.

PROJECT PROMOTION: Where the Client has control or influence over construction signage, press releases and/or other promotional information identifying the project ("Project Promotion"), the Client agrees to include Stantec in such Project Promotion.

FORCE MAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Stantec for services rendered.

GOVERNING LAW: This Agreement shall be governed, construed, and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed.

DISPUTE RESOLUTION: If requested in writing by either the Client or Stantec, the Client and Stantec shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Stantec from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

ATTORNEYS FEES: In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this Agreement and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.

ASSIGNMENT AND SUCCESSORS: The Client shall not, without the prior written consent of Stantec, assign the benefit or in any way transfer the obligations of this Agreement or any part hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

PROTECTION OF PRIVACY LAWS: The parties acknowledge that information relating to an identified or identifiable person ("Personal Information") may be exchanged in the course of this Project pursuant to this Agreement.

The party disclosing Personal Information (the "Disclosing Party") warrants that it has all necessary authorizations and approvals required to process and disclose the Personal Information and to enable the party receiving the Personal Information (the "Receiving Party") to process it in performing the Services. The Disclosing Party will provide the Receiving Party with written notice containing the details of what Personal Information will be provided.

The Receiving Party will comply with any reasonable instruction from the Disclosing Party in respect of such Personal Information and implement appropriate technical and organization measures to protect the Personal Information against unauthorized or unlawful processing and accidental loss, theft, use, disclosure, destruction and/or damage.

The Receiving Party shall be permitted, upon prior written consent of the Disclosing Party, to transfer Personal Information outside the jurisdiction if required for performance of the Services provided that such transfers are in accordance with relevant and applicable requirements under applicable legislation. The Receiving Party shall provide the Disclosing Party with full cooperation and assistance in meeting its obligations under applicable privacy legislation, including in relation to the security of processing, the notification of Personal Information breaches, the notification of requests from individuals and Personal Information protection impact assessments.

On termination of this Agreement, the Receiving Party shall cease processing Personal Information and shall delete and destruct or return to the Disclosing Party (as the Disclosing Party may require) all Personal Information held or processed by the Receiving Party on the Disclosing Party's behalf. It is understood however, that the Receiving Party may need to keep a copy of all Personal Information for legal purposes and therefore it will continue to take reasonable steps to protect the Personal Information as outlined herein and will proceed with the destruction of the Personal Information within a reasonable period of time if there is no longer any legal justification to keep the Personal Information.

Nothing herein relieves either party from their responsibilities for compliance with applicable privacy legislation.

ENTIRE AGREEMENT: This Agreement constitutes the sole and entire agreement between the Client and Stantec relating to the Project and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions, or warranties, whether express or implied, shall form a part hereof. This Agreement may be amended only by written instrument signed by both the Client and Stantec. All attachments referred to in this Agreement are incorporated herein by this reference; however, in the event of any conflict between attachments and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall take precedence.

SEVERABILITY: If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be binding on the Client and Stantec.

CONTRA PROFERENTEM: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

BUSINESS PRACTICES: Each Party shall comply with all applicable laws, contractual requirements and mandatory or best practice guidance regarding improper or illegal payments, gifts or gratuities, and will not pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person (whether a government official or private individual) or entity for the purpose or illegally or improperly inducing a decision or obtaining or retaining business in connection with this Agreement or the Services.

THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS LIMITATION OF LIABILITY PROVISIONS RESTRICTING RIGHTS FOR THE RECOVERY OF DAMAGES.

The Parties, intending to be legally bound, have made, accepted, and executed this Agreement as of the Agreement Date noted above.

Town of Zionsville Board of Parks and Recreation

Stantec Consulting Services Inc.

John Stehr, Park Board President

Crystal Renskers, Senior Environmental
Scientist/Ecologist

Signature _____

Signature _____

Attached to and forming part of the Agreement BETWEEN:

Town of Zionsville Board of Parks and Recreation

(Hereinafter called the "Client")

- and -

Stantec Consulting Services Inc.

(Hereinafter called "Stantec")

EFFECTIVE: May 25, 2023

This Attachment details the Services, Contract Time, Contract Price, Additional Conditions and Additional Attachments forming part of the above-described Agreement.

SERVICES: Stantec shall perform the following Services:

See Attachment B

(Hereinafter called the "Services")

CONTRACT TIME: Commencement Date: Upon receipt of a fully executed agreement

Estimated Completion Date: TBD

CONTRACT PRICE: Subject to the terms below, Client will compensate Stantec as follows:

Fixed Fee: \$3,300.00

Project specific charges, such as subconsultants; travel, accommodations, and meals; project-specific printing of deliverables; consumables; usage charges for specialized field equipment and company-owned, leased, or rented project vehicles; external testing lab charges and other external services charges; specialized computer software costs; and other significant project-specific expenses will be invoiced in addition to labor fees.

Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third-party charges will be charged as invoiced to Stantec with a ten percent (10%) markup.

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

Where the Services or services conditions change, Stantec shall submit to the Client in a timely manner, documentation of the revisions to Attachment "A" adjusting the Contract Services Time and Price as required.

Unless otherwise specified, charges for Services are based on Stantec's hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time. At a minimum, effective each January 1 during the term of this Agreement, Stantec's charges for Services shall escalate by either (a) the most current Consumer Price Index year over year percentage increase, not seasonally adjusted, for the preceding July, all items, as published by Statistics Canada (for Projects in Canada) plus 1.0%, or (b) the most current Consumer Price Index for All Urban Consumers (CPI-U) year over year percentage increase, not seasonally adjusted, for the preceding July, as published by the U.S. Bureau of Labor Statistics plus 1.0% (for all other projects).

PROFESSIONAL SERVICES AGREEMENT ATTACHMENT "A"

**ADDITIONAL
CONDITIONS:**

The following additional conditions shall be read in conjunction with and constitute part of this Agreement:

No additional conditions

COVID-19: The parties acknowledge the ongoing COVID-19 pandemic and agree that the CONTRACT PRICE and CONTRACT TIME are based on what is currently understood. Where conditions change, the parties may have further discussions to manage and mitigate the impact of this evolving situation on the Project.

**ADDITIONAL
ATTACHMENTS:**

The following additional attachments shall be read in conjunction with and constitute part of this Agreement:

Attachments B & C

**INSURANCE
REQUIREMENTS:**

Before any services are provided under this agreement, Stantec shall procure, and maintain insurance coverage during the term of this agreement, and shall name the Town of Zionsville and the Town of Zionsville Board of Parks and Recreation as additional insureds, except on professional liability and worker's compensation.

Project Name: Town of Zionsville Board of Parks and Recreation: Starkey Park Monitoring

Date: 4/26/2023

Project No.: 2390 TBD

Contact: Jarod Logsdon

Prepared By: Crystal Renskers

Stantec Consulting, Inc., appreciates the opportunity to provide the following scope of services at Starkey Park for the Town of Zionsville Board of Parks and Recreation, Boone County, Indiana for the Department of Natural Resources (DNR) Construction in a Floodway (CIF) mitigation project FW- 29131.

I. SERVICES DESCRIPTION AND OBJECTIVES:

A. Department of Natural Resources CIF Annual Monitoring, One Year (2023)

Stantec will conduct monitoring at the Indiana DNR CIF monitoring site located along Eagle Creek in Starkey Park as per the mitigation documentation provided by the client. Two (2) site inspections will occur during the 2023 growing season to assess the performance standards as set forth in the permit and the agency approved mitigation and monitoring plan. The annual monitoring report will include appropriate pictures of vegetative plantings, a narrative describing the activity accomplished to date, acres planted, number of and species planted, survival rates and any other performance standards. Relevant site maps, supporting documents, and recommendations to address any problems observed during the monitoring inspections will also be included in the report. Stantec will electronically submit an annual written report to the client for review prior to submitting to the agencies. The approved report will be electronically submitted to the DNR Project Manager no later than December 31 of each year.

Fixed Fee: \$3,300.00

Note: Supplemental native seeding and/or plantings or sign installation is not included within the scope of this contract. If they are deemed to be needed and services are requested by client, a change order will be provided at that time. Invasive species control is not included in this scope, however those services can also be provided if requested by client via a change order.

Town of Zionsville Board of Parks and Recreation: Starkey Park Monitoring		Stantec Fee
Task		
A	DNR CIF Monitoring, 2023	\$3,300.00
Total Estimated Project Cost		\$3,300.00

II. DELIVERABLES

A. Type of Deliverables

1. Two (2) mobilizations
2. One (1) monitoring report, annually, electronic submittal to client and DNR.

B. Scope of Deliverables

Included under Services Description and Objectives.

C. Key milestones and related interim Deliverables

Initial site visit by June 15, 2023.

Electronic submittal of report to client by November 15 of each monitoring year.

Electronic submittal of report to IDNR by December 31 of each monitoring year.

Task	Estimated Start Date	Estimated Completion Date
DNR CIF Monitoring, 2023	May 10, 2023	December 31, 2023

III. MAJOR ACTIVITIES AND TIMELINE (“Term” of the SOW):

Commencement Date:

Estimated: June 10, 2023

Completion Date:

Estimated: December 31, 2023

IV. INFORMATION/ FACILITIES/ RESPONSIBILITIES TO BE FURNISHED BY CLIENT:

The client will provide reasonable access to the site.

V. OTHER REQUIREMENTS OR SPECIAL CONDITIONS:

Stantec will notify the client of date of activity at least 24 hours prior to work commencing.

VI. TERMS OF PAYMENT

Payment is due within 45 days of invoice reception.

VII. OTHER CONSULTANT PARTICIPANTS: None



Attachment C: Contractor's Certificate

The Contractor, _____, in connection with entering into an Agreement with the Town of Zionsville, hereby certifies the following:

1. IRAN CERTIFICATION: Vendor hereby certifies, in accordance with Indiana Code § 5-22-16.5 et seq. and Indiana Code § 36-1-12-23, and as required under those Indiana Code sections, to have no engagement in investment activities in Iran as defined in the above cited statutes.
2. E-VERIFY: Pursuant to Indiana Code § 22-5-1.7 et seq., as the same may be amended from time to time (the "Indiana E-Verify Law") as incorporated hereby reference, Vendor shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify Program unless the E-Verify Program no longer exists. Vendor hereby affirms that it does not knowingly employ any unauthorized alien, as that term is used in Indiana Code § 22-5-1.7 et seq. Vendor shall provide the Town with documentation indicating that it has enrolled in and is participating in the E-Verify Program. Should Vendor subcontract for the performance of any work under and pursuant to this Contract, it shall fully comply with the Indiana E-Verify Law as regards to each subcontractor. Should the Vendor or any subcontractor violate the Indiana E-Verify Law, the Town may require a cure of such violation and thereafter, if no timely cure is performed, terminate this Contract in accordance with either the provisions hereof or those set forth in the Indiana E-Verify Law.
3. ANTI-DISCRIMINATION: Vendor, in accordance with Indiana Code § 22-9-1-10, as a Vendor with a political subdivision, agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this contract, with respect to the employee's or applicant's hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, religion, color, sex, sexual orientation, gender identity, disability, national origin, veteran status or ancestry or any other characteristic protected by applicable law.
4. ALTERATIONS: No alterations or modifications of this Agreement shall be effective unless the modification is in writing and signed by the parties.
5. SUPPLEMENT: The certifications provided by the Contractor herein are a supplement to any prior Agreement entered into between the Contractor and the Town of Zionsville.

Town of Zionsville

By: _____
Mayor, Town of Zionsville, Indiana

Dated: _____

Printed Name

Stantec Consulting Services Inc.

By: _____
Senior Environmental Scientist/Ecologist

Dated: _____

Printed Name