

**Consultant Agreement Between  
The Conservation Resource Alliance  
and**

**[ENTER FIRMS NAME]**

The Conservation Resource Alliance (CRA) hereby enters into an agreement with **[ENTER FIRMS NAME]** (Consultant) for the purpose of completing an engineering feasibility study and design for the Stony Creek Restoration and Recreational Access Improvement in conjunction with the Marshville Dam Removal and Marshville Dam Road Road-Stream Crossing Improvement Project. This agreement is subject to the terms and conditions below, including CRA's Independent Contractor Additional Terms and Conditions as attached.

1. **PAYMENT TERMS.** CRA agrees to pay Consultant a sum not to exceed a total of \$ \_\_\_\_\_ for work described in the Scope of Services dated **[ENTER DATE ON FINAL PROPOSAL]**. Invoices for work performed will be sent monthly and upon completion of services, unless otherwise stated in the Scope of Services. CRA agrees to pay each invoice immediately upon CRA receiving such invoice. CRA agrees not to assert any legal setoff or to make any reduction in payment of any invoice except in the event of an overpayment to the Consultant for invoiced services. Any amount not paid within thirty (30) days of receipt of an invoice may incur a service charge of one and one-half percent (1 ½%) per month, which shall become part of the amount due.
2. **SERVICES EXCLUSIVE.** The services provided by the Consultant shall be only those services described in the attached Scope of Services and Addendum, if any. No additional or other services shall be provided or expected unless described in writing signed by CRA and the Consultant. There are no third-party beneficiaries to this Scope of Services, except as permitted by the Consultant in writing.
3. **TIMELINESS AND SCHEDULE.** The Consultant agrees to furnish and perform the professional services described in this Scope of Services in accordance with accepted professional standards. The Consultant agrees to perform said services in a timely manner, which is defined as the date of completion set forth in this Scope of Services or, if no date is set forth, in a reasonable time under the circumstances. The Consultant shall not be responsible for any delay in completing the services that cannot reasonably be foreseen on the date of signing this Scope of Services, or for delays which are caused by factors beyond its control, or for delays resulting from the action or inaction of any governmental agency, or for delays caused by action or inaction of CRA.
4. **NO WARRANTY OR FIDUCIARY RESPONSIBILITY.** The Consultant makes no warranty, express or implied, as to its findings, recommendations, plans and specifications except that they were made or prepared in accordance with generally accepted standards and practices within the profession or industry. CRA acknowledges that neither the Consultant, nor any of

the Consultant's subcontractors has offered any fiduciary service to CRA, and no fiduciary responsibility shall be owed to CRA by the Consultant or any of the Consultant's subcontractors.

5. FEE ESTIMATES. Any fee estimates prepared by the Consultant are estimates only and are prepared as a guide. CRA understands and agrees that any representations as to fees for professional services are approximate only and are subject to change depending on field conditions and other conditions encountered during the course of furnishing said services, at the Consultant's hourly rates. CRA understands and agrees that drive time will be from the Consultant's office stated in this Scope of Services to the project site and will be reimbursed by CRA at the Consultant's standard rate.
6. SUSPENSION OF SERVICES. The Consultant shall not be required to perform services during any time that CRA is delinquent in payment to the Consultant. The Consultant shall not be required to give notice to CRA that it has suspended performance for such delinquency.
7. LIENS. A lien will be recorded within 45 days of the last day of work or as allowed by law, whichever is earlier, unless the account is paid in full or other prior arrangements have been made. A \$250.00 charge will be made for the filing of a mechanics lien and another \$250.00 charge will be made for the filing of a lien release, all in addition to any other charges made.
8. LIABILITY FOR COSTS AND EXPENSES. CRA shall be responsible for payment of all authorized costs and expenses incurred by the Consultant for its account, including any such monies that the Consultant may advance for CRA's account for any purpose whatsoever (plus 10% overhead charge).
9. TERMINATION. CRA or the Consultant may terminate this agreement at any time by giving the other party fifteen (15) days within notice thereof, in which case, the Consultant shall be paid in full for all services performed to the date of termination.
10. SUBCONTRACTORS. The Consultant reserves the right to subcontract to duly licensed or appropriately qualified persons, firms or corporations any or all of the work herein provided for. Subcontractors hired by the Consultant will be subject to CRA approval.
11. TIME LIMITATION OF SCOPE OF SERVICES. The Consultant reserves the right to withdraw this Scope of Services without notice to CRA if not accepted within 30 days.
12. LIABILITY FOR COLLECTIONS. In the event of litigation necessary to enforce the provision of this agreement, the prevailing party shall be entitled to payment of costs and attorney fees in addition to any other amounts owed.
13. OWNERSHIP OF WORK PRODUCT. Original documents, drawings and survey notes represent the product of training, experience and professional skill. They belong to and remain

property of the Consultant. At such time as full compensation is made, copies of said original drawing shall become the property of CRA. Upon request, Consultant shall provide to CRA high resolution photos without watermarks corresponding to any photos included in reports or other work products. CRA's use of photos may include a photo credit if requested.

14. **PROPERTY DESCRIPTIONS; ZONING.** Unless otherwise stated in "Description of Services" hereon, it shall be CRA's responsibility to provide an accurate description of the property to the Consultant. The Consultant will accept no liability arising from an incorrect description furnished by CRA. Presentation of a "Certificate of Survey" by the Consultant shall not be construed as any guarantee or assurance to CRA or any other party that CRA holds marketable title to the property surveyed. Unless stated otherwise in "Description of Services" the Consultant will not attempt to determine zoning requirements, building restrictions, or other governmental regulations which might affect land use or legal occupancy of the property.
15. **LIMITATION OF LIABILITY.** The Consultant shall not be liable to CRA for exemplary or punitive damages.
16. **INDEMNIFICATION.** Both CRA and the Consultant agree to indemnify and save harmless each other, their officers, agents and employees from and against any and all claims, liabilities, losses, damages, actual attorney fees and settlement expenses incurred in connection with claims of vicarious liability against one party arising from the conduct of the other. The parties further agree that each shall remain responsible to pay damages as a result of bodily injury, or death of any person and/or damage or loss of property resulting from party's own conduct or that of its agents, officers and employees in connection with this project. The indemnification provided for herein shall not be limited by reason of insurance coverage of any type. This indemnity agreement shall survive the expiration and termination of this agreement.  
  
Each party reserves the right to select its own counsel in defense of any matter related to this agreement. No payment or acknowledgement of liability, loss, fine, penalty or charge made by one party shall be binding on the other without its express written consent.
17. **NO LEGAL SERVICES INCLUDED.** No legal services, representation, or advice are covered or offered under this agreement, nor is any compensation for legal services contained herein.
18. **NO DUES, BONDS, OR RETAINING.** No dues, bonds or retainage shall be withheld on professional services performed by the Consultant.
19. **ACCESS TO WORK SITE.** In a timely manner CRA will provide the lands or legal access to the lands upon which the work is to be performed, rights-of-way for access thereto, and all additional necessary lands designated for temporary use during performance of the services described in this Scope of Services. Easements, if required for permanent structures or permanent changes in existing facilities, will be provided by CRA. The Consultant will allocate

the land provided by CRA for temporary use among project subcontractors during performance of the services described in this Scope of Services.

20. COMPLETE AGREEMENT (INTEGRATION CLAUSE). This Scope of Services, including the Additional Terms and Conditions and the Addendum, if any, is the complete agreement between CRA and the Consultant. All prior oral or written discussions, correspondence, and representations, if any, are not valid or binding unless specifically repeated, referenced, incorporated, or contained in this Scope of Services. No subsequent change, addendum, agreement, representation, or amendment shall be valid or binding unless in writing dated and signed by the authorized representative of CRA and the Consultant.
21. SEVERABILITY. Should any part of this Scope of Services be found by a court of law to be unenforceable, it shall be severed from the Scope of Services, and the remaining parts shall be given full force and effect.
22. LAW AND VENUE GOVERNING. This Scope of Services shall be governed by the laws of the State of Michigan. Venue of action against CRA or the Consultant shall be in the district court in which CRA resides or has its principal place of business, in the sole discretion of the Consultant.
23. COUNTERPARTS AND FACSIMILIES. This Scope of Services may be executed in counterparts, each of which when taken together shall constitute an agreement. Photocopied, impression copied, and electronic signatures shall be deemed originals.
24. NON-ASSIGNABLE. This contract is not assignable unless consent is given in writing signed and dated by CRA and the Consultant, subject to the provisions of paragraph 9 (“Subcontractors”) above.
25. INSURANCE REQUIRMENTS: Prior to commencing work, consultant will provide certificates of insurance to CRA to document proof of workers compensation, general liability, professional liability, and automobile coverages; name CRA (and potentially property owner) as additionally insured on General Liability policy and Automobile policy; and provide waiver of subrogation on general liability, workers compensation and automobile policies.
26. ANTI-LOBBYING (if federal sources involved): The Consultant agrees, to the best of his or her knowledge and belief, that:
  - No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering of any

cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

- If any funds other than Federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned shall require that the language of this certification paragraph be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

27. EXCLUDED PARTIES: Consultant shall not enter into any contract or subcontract using funds from this agreement with any party listed on the General Services Administration's Lists of Parties Excluded from Federal Procurement for Nonprocurement Programs in accordance with Executive Orders 12549 and 12689 (Debarment and Suspension).

Signed:

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\_\_\_\_\_  
Consultant (print name and title)

Date

\_\_\_\_\_  
Amy S. Beyer, Director  
Conservation Resource Alliance

\_\_\_\_\_  
Date

**Conservation Resource Alliance  
Independent Contractor Agreement  
Additional Terms and Conditions**

1. CRA desires to engage the services of [ENTER FIRMS NAME] (Consultant) as an independent contractor and the parties mutually agree to such a relationship.
2. CONSULTANT shall be free from the direction and control of CRA and shall be accountable only for the result to be accomplished.
3. CONSULTANT shall not be required to work any particular hours or days of the week but only to complete his or her services as agreed.
4. CONSULTANT shall proceed diligently, making good faith efforts to fulfill the terms of this Agreement in a timely manner.
5. Neither party shall make any representation to a third party that there is any relationship other than that of independent contractor.
6. CONSULTANT shall conform to all applicable laws, rules and regulations and shall act in a professional and ethical manner.
7. CONSULTANT shall be required to pay all applicable taxes including, if applicable, Social Security, self-employment, federal, state and local taxes.