

1. **CONTRACT.** This Subconsultant Agreement (Contract), made and entered into by and between **[The land-owning organization]**, **[Address of land-owning organization]** and **[The taxonomist] [Address of taxonomist]** (Subconsultant), for the Subconsultant to provide a bioinventory on **[area name] [area address]** (The Project) as described in the **Project Proposal - Attachment A**.
2. **GENERAL CONDITIONS.** This Contract is subject to all applicable terms and conditions of the prime contract between **[The land-owning organization]** and the Subconsultant, including all corresponding attachments and any orders of precedence.
 - a. A copy of the applicable prime contract clauses is attached and/or will be provided with upon request. Any such prime contract terms and conditions, attachments, or orders which conflict with the provisions of this Contract or which impose additional obligations or liability on the Subconsultant will be binding on the Subconsultant.
 - b. If doubts or questions arise regarding the true meaning of any of the provisions set forth in this Contract, the method of resolution will be in a manner agreeable to all parties, with adjudication in the appropriate court of law being the last resort if another satisfactory method cannot be agreed upon.
3. **PAYMENT.** In full consideration thereof, **[The land-owning organization]** will pay the Subconsultant for such services in accordance with the attached fee schedule or as shown in the attached **Project Proposal - Attachment A**.
 - a. No work will be performed by the Subconsultant prior to signing this contract. The fee will not be exceeded without advance written authorization from **[The land-owning organization]**. Such payment will be computed upon the basis of the actual quantities of completed work.
 - b. The acceptance by the Subconsultant of the final payment for services for work on The Project will be and will operate as a mutual release of all claims for additional payments.
4. **TIME OF PERFORMANCE.** Subconsultant will perform such services in a prompt and timely manner in accordance with the attached schedule and/or as indicated in the **Project Proposal - Attachment A**.
5. **STANDARD OF CARE.** Subconsultant will perform its services under this Contract in a manner consistent with that degree of skill and care ordinarily exercised by similarly situated members of the Subconsultant's profession. Subconsultant makes no other warranties or representations regarding the quality of services provided hereunder.
6. **COMMUNICATION.** **[The land-owning organization]** is the Prime Consultant with the Subconsultant and all communication, whether in written, verbal, or electronic form by the Subconsultant for this project will be directed to **[The land-owning organization]**. Direct communication with the Subconsultant or other Prime Consultants working for the Subconsultant is prohibited unless the **[The land-owning organization]** Project Manager or other authorized representative authorizes such communication. The **[The land-owning organization]** Project Manager must also approve in writing the publication of papers and/or articles of any type concerning work performed under this Contract.
7. **PROJECT PROPOSAL - ATTACHMENT A.** The Subconsultant will furnish all labor, materials, equipment and supplies and will perform all work necessary for or incidental to performing professional services as described in the attached **Project Proposal - Attachment A**. The Subconsultant will perform all work to the satisfaction and approval of **[The land-owning organization]** and will perform all other obligations and assume all liability imposed upon it by this Contract.

8. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS. Subconsultant will obtain all necessary permits and licenses from authorities having jurisdiction over the work and comply with all Federal, State and Local laws, ordinances and regulations governing the performance of the work.
9. SAFETY. The Subconsultant will be solely responsible for the health and safety of all Subconsultant personnel and property during the performance of the work, and for complying with all site safety and working conditions, plus all safety regulations imposed by federal, state, local, or other applicable governmental authority.
10. CONTRACT NOT TO BE SUBLET OR ASSIGNED WITHOUT APPROVAL. Subconsultant will give its personal and constant attention to the faithful prosecution of the work. It will not assign, transfer, convey, sublet, or otherwise dispose of the Contract, or its right, title, or interest in or to the same or any part thereof, without written approval from **[The land-owning organization]**. Nothing contained herein will prevent Subconsultant from employing independent professional associates, subcontractors, and consultants as Subconsultant may deem appropriate to assist in the performance of services hereunder. If Subconsultant subcontracts any of the work to be performed under this Contract, Subconsultant will be fully responsible to **[The land-owning organization]** for the acts, errors and omissions of Subconsultant's subcontractor and of the persons employed by the Subconsultant. Nothing contained in this Contract will create any contractual relationship between any subcontractor of Subconsultant and **[The land-owning organization]**.
11. MODIFICATION OF CONTRACT. No modification or change to this Contract will be valid or enforceable against either of the parties unless it is in writing and signed by both parties or their duly authorized representatives. If changes in the work seem merited by Subconsultant or **[The land-owning organization]**, and information consultations with the Subconsultant by **[The land-owning organization]** indicate that a change is warranted, it will be processed by **[The land-owning organization]** in the following manner: A letter outlining the changes will be forwarded to **[The land-owning organization]** by the Subconsultant with a statement of estimated changes in fee or time schedule. A supplemental Contract will be prepared by **[The land-owning organization]** and executed by both parties before performance of such services. **[The land-owning organization]** will not be required to pay for the changes in work pending execution of the Supplemental Contract. Such supplemental Contract will not render ineffective or invalidate unaffected portions of this Contract.
12. INSURANCE. Subconsultant will carry the types and amounts of insurance in the usual form with the following minimum limits for completed operations:
 - a. Worker's Compensation and Employer's Liability (statutory): Comply with the laws of the State(s) in which the project is located.
 - b. Comprehensive General Liability (CGL) Insurance:
 - i. Bodily Injury: \$500,000 per person; \$1,000,000 per occurrence and in aggregate.
 - ii. Property Damage: \$500,000 per occurrence; \$1,000,000 in aggregate.
 - iii. This insurance will cover explosion, underground drilling excavation, and collapse hazards, and it will include an endorsement naming **[The land-owning organization]** and Subconsultant as Additional Insureds under the policy.
 - c. Comprehensive Automobile Insurance:
 - i. Bodily Injury: \$500,000 per person; \$1,000,000 per occurrence.
 - ii. Property Damage: \$500,000 per occurrence.
 - iii. This insurance will include all owned, non-owned, and hired vehicles used in connection with the work.
 - d. Professional Liability Insurance: \$1,000,000 per claim and in aggregate.

13. INDEMNIFICATION. Subconsultant agrees to indemnify and hold harmless **[The land-owning organization]**, its officers, shareholders, and agents from and against claims, damages, liability, suits, actions, and expenses, including reasonable attorney’s fees, relating to losses or damages sustained by any person, including employees of the parties hereto, to the extent arising from Subconsultant’s negligent performance or failure to perform the services set forth in this Contract.
14. TERMINATION OF CONTRACT. Should either party to this Contract violate any covenants or stipulations thereof, the Subconsultant or **[The land-owning organization]**, as the case may be, will thereupon have the right to terminate said Contract according to the following:
- a. **[The land-owning organization]** will have the right to terminate this Subcontract at any time for any reason upon giving ten (10) calendar days written notice to the Subconsultant. The Subconsultant will also have the right to terminate this Subcontract at any time for any reason upon giving ten (10) calendar days written notice to **[The land-owning organization]**.
 - b. In addition, **[The land-owning organization]** will have the right, at any time, for health and safety reasons, to annul this Contract immediately and without written notice to the Subconsultant. In the event that this Contract is terminated for any of the reasons stated above, the Subconsultant will be entitled to receive just and equitable compensation for services already performed in accordance with this Contract, subject to the limitations given in this paragraph.
 - c. In the event of termination of this Contract prior to completion of the entire work scope, if such termination results from (1) the Subconsultant voluntarily terminating the work prior to completing the work without prior written permission from **[The land-owning organization]** to do so, or (2) **[The land-owning organization]** terminating the Subconsultant because the Subconsultant does not have adequate resources to complete the job, then in determining just and equitable compensation to the Subconsultant for work already performed, **[The land-owning organization]** may reduce amounts due to the Subconsultant or for actual quantities completed by amounts equal to additional costs incurred by **[The land-owning organization]** to complete the work scope. Such additional cost incurred by **[The land-owning organization]** may include but are not limited to (1) the additional costs incurred by **[The land-owning organization]** to engage another qualified Subconsultant to complete the unfinished work scope and (2) the billable labor costs and expenses for **[The land-owning organization]** to demobilize and remobilize its personnel to the site to coordinate with the new Subconsultant.

AGREEMENT

For **[The land-owning organization]**

For SUBCONSULTANT.

Name _____

Title _____

Date _____

Date _____