

**HCAOG CONSULTANT SERVICES CONTRACT  
FOR PREPARATION OF  
TRANSPORTATION DEVELOPMENT ACT  
FISCAL AND COMPLIANCE AUDITS  
(DATES)**

This is a contract, entered into on \_\_\_\_\_, in Eureka, California, between the HUMBOLDT COUNTY ASSOCIATION OF GOVERNMENTS, hereinafter called HCAOG, and \_\_\_\_\_, hereinafter referred to as CONSULTANT.

HCAOG may retain independent contractors to perform special, technical, expert, or professional services. Consultant is equipped, staffed, licensed, and prepared to provide such services.

HCAOG and CONSULTANT agree as follows:

**1. CONSULTANT'S DUTIES:**

- A. Term of Agreement. CONSULTANT is hereby engaged to provide auditing services for the Transportation Development Act Fiscal and Compliance Audits for Transportation Development Act (TDA) claimants. Work shall commence upon signing this contract and shall thereafter be diligently pursued to completion.
- B. Scope of Work. All provision of services under this contract shall be performed in conformance with the agreed upon Scope of Work attached as Exhibit 'A' and incorporated herein by this reference, the CONSULTANT'S cost proposal, which is attached hereto as Exhibit 'B.'
- C. Amendment of Scope of Work. HCAOG shall have the right to amend the Scope of Work within the contract by written notification to the CONSULTANT. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the contract. CONSULTANT shall be entitled to receive full payment for all services performed and all costs incurred to the date of receipt of written notification.
- D. Personnel. CONSULTANT shall furnish sufficient qualified personnel to commence work upon execution of this contract, and to complete all work within the schedule period generally specified in the CONSULTANT'S proposal and the refined Scope of Work by final completion date of \_\_\_\_\_.
- E. Correction of Work. CONSULTANT shall provide professional services in a reasonable timely manner, as identified by HCAOG. CONSULTANT shall deliver to HCAOG Deliverables as called for in the Scope of Work. HCAOG shall complete its acceptance review within ten (10) working days of receiving each custom software, map data, or technical data Deliverable. HCAOG agrees to provide CONSULTANT with written notice of the result(s) of their review as necessary. The basis for acceptance, acceptance with rework and/or rejection shall be as indicated in the Scope of Work, unless superseded by Technical Data provided to and accepted by HCAOG and CONSULTANT. If CONSULTANT does not receive written notice within ten (10) working days after delivery, or if HCAOG uses the

Deliverable in its business operations, then the Deliverable shall be deemed accepted as of the first date of any of these events. CONSULTANT warrants that for a period of one year after acceptance of a Deliverable that the Deliverable will conform, in a manner consistent with professional and technical standards in the software industry, with applicable written specifications included in the corresponding Scope of Work or delivered to HCAOG pursuant to this Agreement.

- F. Completion of Work. CONSULTANT shall be relieved of the duty to complete work only if the contract is terminated or upon notice by the CONSULTANT that work cannot be completed due to circumstances beyond its control or should HCAOG fail to make timely payments under the terms of this contract, failure of the CONSULTANT to receive accurate data and/or information from HCAOG or third parties in a timely manner.
- G. Project Products. The CONSULTANT shall submit deliverables, detailed in the Scope of Work. The consultant shall provide electronic files suitable for reproduction of all products to become the property of HCAOG.
- H. Title to Documents. Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions, equipment and other final work products compiled by the CONSULTANT under the contract shall be vested in HCAOG, none of which shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the expressed written consent of HCAOG. HCAOG shall indemnify, defend and hold CONSULTANT harmless against claims, losses, liabilities and costs (including reasonable attorney's fees) arising out of the use of such documents, data, or materials by HCAOG or any party using them with the express written consent of HCAOG other than the CONSULTANT or the subcontractors of CONSULTANT acting pursuant to its direction. Such indemnification shall not apply where damages, liabilities, or costs are caused by the sole negligence or willful misconduct of CONSULTANT.
- I. Employment Practices. CONSULTANT shall not discriminate in its performance under the contract either directly or indirectly on the grounds of race, color, religion, sex, age, disability, or national origin in their employment practices, and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to the aforesaid factors. The CONSULTANT will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21).
- J. Records of Performance. CONSULTANT shall maintain adequate records of contract performance and make these records available for inspection, audit, and copying by HCAOG during the contract period and for a period of three (3) years from the date of final payment.

## **2. HCAOG'S DUTIES:**

HCAOG agrees to pay the CONSULTANT for the time and materials designated in the cost proposal, previously referenced as Exhibit "B" and incorporated herein, with the total estimated fee not to exceed\_\_\_\_\_.

HCAOG shall make progress payments to CONSULTANT, based upon CONSULTANTS submittal of invoices, certifying to partial completion of the work. HCAOG shall pay CONSULTANT within 30 days following the date of each applicable invoice. If HCAOG contests or questions any invoice, HCAOG will contact CONSULTANT within such 30-day period. Invoices will not be paid more frequently than a monthly basis.

**3. GENERAL CONDITIONS:**

A. Time.

1. Time is of the essence of this agreement. CONSULTANT shall complete all work for the Fiscal and Compliance Audits under this contract on or before \_\_\_\_\_ for the \_\_\_\_\_ fiscal year audit and each succeeding fiscal year's audit on or before \_\_\_\_\_, of that respective year. Completion date for the Triennial Performance Audits must be completed on or before \_\_\_\_\_ for the fiscal years \_\_\_\_\_. An amendment to extend the completion date may be executed upon agreement from both parties.

B. Insurance.

1. CONSULTANT shall take out and maintain, throughout the period of this agreement, comprehensive general liability insurance with minimum limits of \$1,000,000.00 combined single limit (CSL), covering all bodily injury and property damage arising out of its operation under this agreement.
2. CONSULTANT shall provide automobile insurance covering all bodily injury and property liability incurred during the performance of this agreement with minimum coverage of \$1,000,000.00 per accident, combined single limit (CSL). Such automobile insurance coverage shall include non-owned vehicles.
3. CONSULTANT shall take out and maintain errors and omissions insurance to protect HCAOG from damage or loss to the extent caused by any negligent act, error or omission of CONSULTANT or any person employed by CONSULTANT. Such insurance shall be maintained in full force and effect during this entire term of this agreement in an amount not less than \$500,000.00.
4. The CONSULTANT shall, throughout the period of this contract, maintain in full force and effect a policy of workers compensation insurance covering all its employees and volunteers as required by the State of California.
5. Each such policy of insurance required shall not be cancelled except after thirty (30) days with prior written notice from HCAOG.
6. HCAOG shall be named as an additional insured on the general liability and automobile liability policies.

- C. Waiver or Modification Ineffective Unless in Writing. No waiver or modification of this CONTRACT or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.

- D. Relationship of Parties. The parties intend that CONSULTANT, in performing services herein specified, shall act as an independent contractor and shall have control of the firm's work and the manner in which it is performed. They shall be free to contract for similar services to be performed for others while they are under contract with HCAOG. CONSULTANT is not to be considered an agent or employee of HCAOG and is not entitled to participate in any pension plans, workers' compensation insurance or similar benefits that HCAOG provides for its employees.
- E. Laws to be Observed. Throughout the term of this agreement, the consultant shall use the standard of care in its profession to keep themselves fully informed of and shall make every reasonable effort to comply with applicable state and Federal laws and county municipal ordinances and regulations which in any manner affect those engaged or employed in the work, the use of equipment, safety requirements, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. CONSULTANT shall at all times make every reasonable effort to observe and comply with, and shall cause all their agents, subcontractors, and employees to make every reasonable effort to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees of bodies or tribunals having any jurisdiction or authority over the work. If CONSULTANT becomes aware of a conflict of such laws, CONSULTANT will contact HCAOG in writing, and the parties shall work cooperatively to resolve the conflict.
- F. Severability. The unenforceability, invalidity, or illegality of any provision, covenant, or term of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.
- G. Attorneys' Fees and Costs. If either party initiates any action at law or in equity to enforce or interpret the terms and conditions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs in addition to any other relief to which it may otherwise be entitled.
- H. Notices. All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid or by overnight delivery service. Any such notice shall be delivered in the following manner:

Debbie Egger, Fiscal Administrative Officer  
Humboldt County Association of Governments  
611 I Street, Suite B, Eureka, CA 95501

Notices required to be given to Consultant shall be addressed to the following:

