

PROFESSIONAL SERVICES AGREEMENT
AGREEMENT NO. 655
BETWEEN
CONTRA COSTA TRANSPORTATION AUTHORITY
AND
MAZE & ASSOCIATES

This Agreement No. 655 is made and entered into as of this 21st day of June, 2023 (Agreement), by and between the Contra Costa Transportation Authority, a transportation authority established under Public Utilities Code Sections 180000 *et seq.* with its principal place of business at 2999 Oak Road, Suite 100, Walnut Creek, CA 94597 (Authority), and Maze & Associates, a corporation with its principal place of business at 3478 Buskirk Avenue, Suite 215, Pleasant Hill, CA 94523 (Consultant). The Authority and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. The Authority is an agency organized under the laws of the State of California and is in need of professional auditing services. The services to be performed by Consultant pursuant to this Agreement are described in the Scope-of-Work set forth in Exhibit A, attached hereto and incorporated herein by this reference. The aggregate of such services is hereinafter referred to as the Project.

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. Consultant desires to perform and assume responsibility for the provision of certain professional services required by the Authority on the terms and conditions set forth in this Agreement.

D. The Authority desires to engage Consultant to render such services for the Project as set forth in this Agreement.

E. The Parties desire by this Agreement to establish the terms for the Authority to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services

Consultant promises and agrees to furnish to the Authority all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional services necessary for the full and adequate completion of the Project consistent with the provisions of this Agreement (Services). The Services are more particularly described throughout this Agreement, including Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, any exhibits attached hereto and incorporated herein by reference, and all applicable local, State and Federal Laws, rules and regulations. All Services performed by Consultant shall be subject to the sole and discretionary approval of the Authority, which approval shall not be unreasonably withheld.

2. Compensation

a. The Authority shall pay to Consultant, for the performance of all Services rendered under this Agreement, the total not-to-exceed amount of two hundred seventy-six thousand one hundred dollars (\$276,100) (Total Compensation). This Total Compensation amount shall be based upon, and may be adjusted according to, the fee schedule and related terms and conditions attached hereto as Exhibit "B" and incorporated herein by reference. To request a change in rates, Consultant shall submit a written request to the Authority no later than thirty (30) calendar days of the requested effective date. Consultant shall obtain the Authority's approval in writing prior to any rate increase, which shall not exceed the average Consumer Price Index for the San Francisco-Oakland-San Jose Region for the last calendar year. The Total Compensation, as may be adjusted upon mutual agreement, shall constitute complete and adequate payment for Services under this Agreement.

b. Payment for approved additional services will be at the rates and in the manner set forth in Exhibit "B" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the Parties pursuant to the written amendment memorializing the terms under which the additional services will be performed. If the Authority requires Consultant to hire subconsultants to perform any additional services, Consultant shall be compensated therefore at the rates and in the manner set forth in Exhibit "B," unless a flat rate or some other form of compensation is mutually agreed upon by the Parties pursuant to the written amendment memorializing the terms under which the additional services will be performed. The Authority shall have the authority to review and approve the rates of any such subconsultants. In addition, Consultant shall be reimbursed for any

expenses incurred by such subconsultants pursuant to the terms and conditions of Section 2(c) below.

c. Reimbursable expenses are subject to the not-to-exceed Total Compensation set forth above. Consultant shall not be reimbursed for any expenses unless authorized in writing by the Authority, which approval may be evidenced by inclusion in Exhibit "B". Such reimbursable expenses shall include only those expenses, which are reasonably and necessarily incurred by Consultant in the interest of the Project. As a condition of obtaining reimbursement, Consultant shall be required to acquire written consent from the Authority in advance of accruing and invoicing the Authority for the following: (1) out-of-town travel expenses incurred in connection with the Project; (2) fees paid for securing approval of authorities having jurisdiction over the Project; (3) document duplication costs in excess of \$1,000; and (4) other costs, fees and expenses in excess of \$1,000.

d. Consultant's compensation and reimbursable expenses shall be paid by the Authority to Consultant no more often than monthly. Such periodic payments shall be made based upon the percentage of work completed in accordance with Schedule of Charges/Payment provisions set forth in Exhibit "B." In order to receive payment, Consultant shall present to the Authority an itemized statement, which indicates Services performed, percentage of Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement, as well as those expenses for which reimbursement is requested for that statement period. The aggregate amount paid to Consultant shall never exceed the Total Compensation specified herein, which may be revised upon written amendment to this Agreement executed by the Parties. The Authority shall, within thirty (30) calendar days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the Parties in a mutually agreeable manner. Payment by the Authority to Consultant shall be made electronically via electronic fund transfer to an account designated by Consultant. All information necessary for the Authority to transfer funds electronically to Consultant's designated account, including account number and routing number, shall be provided to the Authority within ten (10) calendar days of the date first set forth above and may thereafter be changed by Consultant upon a minimum of thirty (30) calendar days' written notice to the Authority. The Authority shall not be responsible for late or unpaid amounts due resulting from incorrect or missing information regarding Consultant's designated account. Upon cancellation or termination of this Agreement, Consultant shall be compensated as set forth in the termination provision herein.

e. The Authority may withhold payment, in whole or in part, to the extent reasonably necessary to protect the Authority from claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind arising out of or caused by the acts, errors or omissions of Consultant. Failure by the Authority to deduct any sums from a progress payment shall not constitute a waiver of the Authority's right to such sums. The Authority may keep any monies, which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor, to the payment of any expenses, losses, or damages as determined by the Authority, incurred by the Authority for which Consultant is liable under the Agreement or at law. Payments to Consultant for compensation and reimbursable expenses due shall not be contingent on the completion or ultimate success of the Project. Payment to Consultant shall not be withheld, postponed, or made contingent upon receipt by the Authority of offsetting reimbursement or credit from parties not within Consultant's reasonable control.

3. Additional Services

a. At the Authority's request, Consultant may be asked to perform additional services not otherwise included in this Agreement, not included within the scope of services listed in Exhibit "A" attached hereto, and/or not customarily furnished in accordance with generally accepted practices applicable to Consultant's profession. If changes in the scope of services are required by the Authority, it shall be processed in the following manner: (1) The Authority shall communicate the requested additional services to Consultant in writing; (2) If Consultant has the capacity and ability to perform the additional services, Consultant shall prepare a letter outlining the changes, which shall be forwarded to the Authority by Consultant with a statement of estimated changes in fee or time schedule; and (3) an amendment to this Agreement shall be prepared by the Authority and executed by both Parties before performance of such additional services.

Consultant shall not perform any additional services prior to execution of a written amendment to this Agreement memorializing the additional services. Once additional services are approved pursuant to a written amendment executed by the Parties, such additional services shall be deemed part of the Services and shall be subject to the same terms and conditions of this Agreement as if the additional services had originally been included in the scope of services listed in Exhibit "A." Any written amendment adding additional services to the scope of services listed in Exhibit "A" shall not render ineffective or invalidate unaffected portions of this Agreement.

b. As used herein, "Additional Services" mean: (1) any services, which are determined by the Authority to be necessary for the proper completion of the Project, but which

the Parties did not reasonably anticipate would be necessary for Consultant to perform at the execution of this Agreement; and (2) any work listed as additional services in Exhibit "A" attached hereto. Consultant shall not perform, nor be compensated for, additional services without prior written authorization from the Authority and without an agreement between the Authority and Consultant as to the compensation to be paid for such additional services. The Authority shall pay Consultant for any approved additional services, pursuant to the compensation provisions herein, so long as such additional services are not made necessary through the acts or omissions of Consultant.

4. Maintenance of Records

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the Agreement period and for four (4) years from the date of final payment under the Agreement for inspection by the Authority.

5. Time of Performance; Term

The term of this Agreement shall be from June 22, 2023 to December 31, 2025, unless earlier terminated as provided herein. Automatic renewal not-to-exceed three (3) consecutive years. The Authority shall have the unilateral option, at its sole discretion, to renew this Agreement for no more than two (2) additional one (1) year terms. Consultant shall commence performance upon receipt of written notice from the Authority to proceed (Notice to Proceed). The Notice to Proceed shall set forth the date of commencement of work. Consultant shall not proceed with performance of any Services under this Agreement unless and until the Authority provides the Notice to Proceed. Consultant shall meet any established schedules and deadlines as specified in Exhibit "C." Consultant shall perform all Services hereunder as expeditiously as is consistent with professional skill and care, as well as the orderly progress of the Project work so as not to be the cause, in whole or in part, of delays in the completion of the Project or in the achievement of any Project milestones, as provided herein. Specifically, Consultant shall perform its Services so as to allow for the full and adequate completion of the Project within the time required by the Authority and within any completion schedules adopted for the Project. Consultant agrees to coordinate with Authority staff, contractors and consultants in the performance of the Services, and shall be available to Authority staff, contractors and consultants at all reasonable times.

6. Delays in Performance

a. Neither the Authority nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including California Division of Occupational Safety and Health requirements.

b. If required, Consultant shall assist the Authority, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of its Services or operations performed under this Agreement.

8. Standard of Care

Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform the Services in the same discipline in the State of California, and shall be responsible to the Authority for damages sustained by the Authority and delays to the Project as specified in the indemnification provision of this Agreement. Without limiting the foregoing, Consultant shall be fully responsible to the Authority for any increased costs incurred by the Authority as a result of any such delays to the Project. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants and represents that all of its employees, experts and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees, experts and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services assigned to or rendered by

them and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the Authority, any services necessary to correct errors or omissions, which are caused by Consultant's failure to comply with the standard of care provided for herein. Any employee or subconsultant who is determined by the Authority to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee or subconsultant who fails or refuses to perform the Services in a manner acceptable to the Authority, shall be promptly removed from the Project by Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

9. Key Personnel

Consultant has represented to the Authority that certain additional key personnel and subconsultants will perform the Services under this Agreement. Should one or more of such personnel or subconsultants become unavailable, Consultant may substitute others of at least equal competence upon written approval of the Authority. In the event that the Authority and Consultant cannot agree as to the substitution of key personnel or subconsultants, the Authority shall be entitled to terminate this Agreement for cause. As discussed below, any personnel or subconsultants who fail or refuse to perform the Services in a manner acceptable to the Authority, or who are determined by the Authority to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by Consultant at the request of the Authority. The key personnel and subconsultants for performance of this Agreement are as follows:

Name	Title	License Number (if applicable)
David Alvey	Engagement Partner	
Vikki Rodriguez	Technical Review Partner	
Tim Cue	Manager	

10. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the Authority, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. All subconsultants, including changes in subconsultants, shall be subject to approval by the Authority in its sole and reasonable discretion. Consultant shall notify the Authority of the identity of all subconsultants at least fourteen (14) calendar days prior to their commencement of work to allow the Authority to review their qualifications and approve to their participation on the Project in the Authority's sole and reasonable discretion. All subconsultants retained by Consultant in performance of this Agreement shall be qualified to perform the Services assigned to them, and shall be licensed to practice in their respective professions, where required by law. All subconsultants hired by Consultant shall be required to meet all of the same standards and insurance requirements set forth in this Agreement, unless other standards or requirements are approved by the Authority in writing. Unless changes are approved in writing by the Authority, Consultant's agreements with its subconsultants shall contain a provision making them subject to all provisions in this Agreement. Consultant shall promptly obtain written Authority approval of any assignment, reassignment or replacement of such subconsultants or of other staff changes of key personnel working on the Project. As provided in the Agreement, any changes in Consultant's subconsultants and key personnel shall be subject to approval by the Authority.

11. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of the Authority. No employee or agent of Consultant shall become an employee of the Authority. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from the Authority as herein provided.

12. Insurance

Consultant shall not commence work for the Authority until it has secured all insurance required under this Section and has provided evidence satisfactory to the Authority. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has secured all insurance required under this Section.

a. Commercial General Liability

(i) Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the Authority.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for: (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give the Authority, its officials, officers, employees, agents and the Authority designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the Authority, and provided that such deductibles shall not apply to the Authority as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the Authority.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give the Authority, its officials, officers, employees, agents and Authority designated volunteers additional insured status.

(iv) The business automobile liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the Authority, and provided that such deductibles shall not apply to the Authority as an additional insured.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the

period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this Section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the Authority and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$2,000,000 per occurrence/\$4,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 combined single limit
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$3,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, Consultant shall file with the Authority evidence of insurance from an insurer or insurers certifying to the coverage of all insurance

required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the Authority at least thirty (30) calendar days prior written notice of cancellation of any policy required by this Agreement, except that Consultant shall provide at least ten (10) calendar days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the Authority at least ten (10) calendar days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy, Automobile Liability Policy and Pollution Liability Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the Authority or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three (3) years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the Authority, its officials, officers, employees, agents, and volunteers or shall specifically Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the Authority and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve Consultant from liability in excess of such coverage, nor shall it limit Consultant's indemnification obligations to the Authority and shall not preclude the Authority from taking such other actions available to the Authority under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the Authority, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the Authority, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the Authority has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the Authority will be promptly reimbursed by Consultant or the Authority will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, the Authority may cancel this Agreement.

(iii) The Authority may require Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the Authority nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements

Consultant shall not allow any subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the Authority that they have secured all insurance required under this Section. Policies of commercial general liability insurance provided by such subconsultants shall be endorsed to name the Authority as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, the Authority may approve in writing different scopes or minimum limits of insurance for particular subconsultants.

13. Indemnification

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of the Authority's choosing), indemnify and hold the Authority, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subconsultants or agents in connection with the performance of Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the Authority, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code Section 2782.8), then, and only to the extent required by Civil Code Section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, and upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed Consultant's proportionate percentage of fault.

14. California Labor Code Requirements

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects

(Prevailing Wage Laws). If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the Authority, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Section 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the Services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations (DIR). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant’s performance of Services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the Authority. Consultant shall defend, indemnify and hold the Authority, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

15. Verification of Employment Eligibility

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

16. Laws and Venue

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Contra Costa, State of California.

17. Termination or Abandonment

a. The Authority hereby reserves the right to suspend or abandon, at any time and for any reason, all or any portion of the Project and the construction work thereon, or to terminate this Agreement at any time with or without cause. Consultant shall be provided with at least thirty (30) calendar days advanced written notice of such suspension, abandonment or termination. In the event of such suspension, abandonment or termination, Consultant shall be paid for Services and reimbursable expenses rendered and accrued up to the date of such suspension, abandonment or termination, pursuant to Exhibit "B," less any claims against or damages suffered by the Authority as a result of the default, if any, by Consultant. Consultant hereby expressly waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein, in the event of such suspension, abandonment or termination. Consultant may terminate this Agreement upon thirty (30) calendar days advanced written notice for substantial breach of the Agreement by the Authority through no fault of Consultant. Consultant shall not be entitled to payment for unperformed Services, and shall not be entitled to damages or compensation for termination of this Agreement, in whole or in part, by the Authority.

b. If Consultant's Services are suspended by the Authority, the Authority may require Consultant to resume such Services within ninety (90) calendar days after written notice from the Authority. When the Project is resumed, the Total Compensation and schedule of Services shall be equitably adjusted upon mutual agreement of the Authority and Consultant.

c. Upon suspension, abandonment or termination, Consultant shall provide to the Authority all Project Documents, as defined below, to which the Authority would have been entitled at the completion of Consultant's Services under this Agreement. Upon payment

of the amount required to be paid to Consultant pursuant to the termination provisions of this Agreement, the Authority shall have the rights, as provided in this Agreement hereinafter, to use such Project Documents prepared by or on behalf of Consultant under this Agreement. Consultant shall make such documents available to the Authority upon request and without additional compensation other than as may be approved as a reimbursable expense.

d. In the event this Agreement is terminated in whole or in part as provided herein, the Authority may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

18. Project Documents

All original field notes, written reports, drawings and specifications and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded on computer diskettes (Project Documents) shall be and remain the property of the Authority. Although the official copyright in all Project Documents shall remain with Consultant or other applicable subconsultants, the Project Documents shall be the property of the Authority whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, Consultant shall provide to the Authority copies of all Project Documents required by the Authority. In addition, Consultant shall retain copies of all Project Documents on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to the Authority upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, Consultant shall make a reasonable effort to notify the Authority and provide the Authority with the opportunity to obtain the documents. This Agreement creates a non-exclusive and perpetual license for the Authority to copy, use, modify or reuse any and all Project Documents and any intellectual property rights therein for any purpose. Consultant shall require any and all subconsultants to agree in writing that the Authority is granted a non-exclusive and perpetual license for the work of such subconsultants performed pursuant to this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Project Documents that Consultant prepares or causes to be prepared pursuant to this Agreement. Consultant shall indemnify and hold the Authority harmless pursuant to the indemnification provisions of this Agreement for any breach of this Section. Any use or reuse by the Authority of the Project Documents on any project other than this Project without employing the services of Consultant shall be at the Authority's own risk with respect to third parties. If the Authority uses or reuses

the Project Documents on any project other than this Project, it shall remove Consultant's seal from the Project Documents and hold harmless Consultant and its officers, officials, agents and employees from claims arising out of the negligent use or re-use of the Project Documents on such other project.

19. Records

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the Authority during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

20. Confidentiality

All Project Documents, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant to the extent they are not subject to disclosure pursuant to the Public Records Act. All Project Documents shall not, without the written consent of the Authority, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Project Documents to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant, which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use the Authority's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the written consent of the Authority.

21. Organization

Consultant shall assign Tim Cue, as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the Authority.

22. Authority's Representative

The Authority hereby designates Timothy Haile, Executive Director, or his or her designee, to act as its representative for the performance of this Agreement (Authority's Representative).

The Authority's Representative shall have the power to act on behalf of the Authority for all purposes under this Agreement. The Authority's Representative hereby designates Brian Kelleher, Chief Financial Officer, or his or her designee, as the Authority's contact for the implementation of the Services hereunder. Consultant shall not accept direction or orders from any person other than the Authority's Representative or his or her designee.

23. Limitation of Agreement

This Agreement is limited to and includes only the work included in the Project described above.

24. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

AUTHORITY:

Contra Costa Transportation Authority
2999 Oak Road, Suite 100
Walnut Creek, CA 94597
Attn: Brian Kelleher
Chief Financial Officer

CONSULTANT:

Maze & Associates
3478 Buskirk Ave, Suite 215
Pleasant Hill, CA 94523
Attn: David Alvey
Engagement Partner

and shall be effective upon receipt thereof.

25. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Authority and Consultant.

26. Equal Opportunity Employment

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

27. Labor Certification

By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

28. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of the Authority and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person, which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

29. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

30. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the Authority. Any attempted assignment without such consent shall be invalid and void.

31. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

32. Time of Essence

Time is of the essence for each and every provision of this Agreement.

33. Authority's Right to Employ Other Consultants

The Authority reserves its right to employ other consultants in connection with this Project or other projects.

34. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Authority shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of the Authority, during the term of his or her service with the Authority, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

35. Paper Waste Reduction Policy

Consultant shall utilize double-sided printing and recycled paper for all Project Documents, notices and correspondence placed on standard Letter sized paper (ANSI A – 8.5"x11") or equivalent whenever practicable. Consultant shall endeavor to utilize electronic correspondence in the performance of the Services, the Project and this Agreement except where written notice is expressly required under the terms of this Agreement in which case Consultant shall comply with the notice requirements set forth above.

[Signatures on Next Page]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT NO. 655
BETWEEN THE CONTRA COSTA TRANSPORTATION AUTHORITY
AND MAZE & ASSOCIATES**

IN WITNESS WHEREOF, the Parties have entered into this Agreement No. 655 as of the 21st day of June, 2023.

CONTRA COSTA TRANSPORTATION
AUTHORITY

MAZE & ASSOCIATES

By: _____
Federal Glover
Chair

By: _____
David Alvey
Engagement Partner

ATTEST:

By: _____
Tarienne Grover
Clerk of the Board

APPROVED AS TO FORM AND LEGALITY:

By: _____
Fennemore Wendel
Authority Counsel

EXHIBIT "A"
Scope of Services

The Scope-of-Work may be amended by mutual written agreement of the parties.

NATURE OF SERVICES REQUIRED

A. General

The Authority's goal is to provide the public and our constituents with a financial statement that gives complete, accurate and understandable information about the Authority's financial condition. The Authority is soliciting the services of qualified firms of certified public accountants to audit its financial statements, perform a Single Audit and Measure J Compliance Audit for the fiscal year ending June 30, 2023, with a three-year contract and the option of extending the contract for each of the two subsequent fiscal years. These audits are to be performed in accordance with the provisions contained in this RFP.

B. Scope-of-Work to be Performed

The Authority desires the auditor to express an opinion on the fair presentation of its basic financial statements and combining financial statements in conformity with generally accepted accounting principles. The auditor will also perform the required work tasks for the Single Audit and Measure J Compliance audits.

C. Auditing Standards to be Followed

To meet the requirements of this request for proposal, the audit shall be performed in accordance with:

1. Generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants.
2. The standards applicable to financial audits contained in the U.S. Government Accountability Office's Government Auditing Standards (2011 or the latest revision thereof) issued by the Comptroller General of the United States.
3. The provisions of the Single Audit Act (as amended in 1996 or the latest revision thereof) and the provisions of the U.S. Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.

D. Reports to be Issued

Following completion of the audit and preparation of the fiscal year's Annual Comprehensive Financial Report (ACFR), the auditor shall issue:

1. Independent Auditor's Report – Reports on the fair presentation of the financial statements of the Authority in accordance with auditing standards generally accepted in the United States of America.
2. Single Audit Report, when required, on compliance with requirements applicable to each major program and internal control over compliance in accordance with OMB Circular A-133.
3. A report based on the auditor's understanding of the internal control structure and assessment of control risk. In this report, the auditor will also communicate any reportable conditions found during the audit and indicate whether they are also material weaknesses. Auditors shall be required to make immediate, written notification to the Authority Board of Commissioners of all irregularities and illegal acts or indications of illegal acts of which they become aware. As required by Auditing standards a report shall be issued to those charged with governance.
4. A Management Letter addressed to the Authority Board of Commissioners setting forth recommendations (as applicable) for improvements in the Authority's accounting systems.
5. Completion and filing of the Federal "Data Collection Form for Reporting on Audits of States Local Governments, and Non-Profit Organizations."

In addition, the auditor should possibly prepare up to three Measure J Compliance Audit reports as described in Resolution 08-05-A (Rev 1) (See Special Consideration 3, in Section E).

E. Special Considerations

1. The "Schedule of Expenditures of Federal Awards" and related auditor's report, as well as the reports on the internal controls and compliance are not to be included in the basic financial statements but are to be issued separately [see distribution of printed reports in Section IV. B].
2. Audited financial statements must be delivered to the Authority's bond trustee no later than December 31.

3. The Authority's agreement with recipients of Measure J funds has an audit provision included. The Authority annually selects three recipients for audit to determine compliance with Measure J. The recipient shall engage an independent auditor or use the Authority's auditor to conduct an independent compliance audit of these expenditures. The Measure J compliance audits are based on the following:

- a. A Project recipient receiving more than \$500,000 in Measure J funds during the fiscal year in reimbursable expenditures.
- b. A local jurisdiction recipient of Measure J Local Street Maintenance funds.
- c. A consultant receiving more than \$25,000 in Measure J funds.

F. Working Paper Retention and Access to Working Papers

All work papers and reports must be retained, at the auditor's expense, for the minimum of five (5) years (or the retention timeframe established by the professional standards, whichever is longer) unless the firm is notified in writing by the Authority of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the following parties or their designees:

- The Authority
- Cognizant Agencies for Federal grants
- U.S. General Accounting Office
- Parties designated by the federal or state governments or by the Authority as part of an audit quality review process.

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

G. Journal Entries

All adjusting journal entries made by the independent auditors must be discussed and explained to the designated Finance Department personnel prior to recording. They should be in a format that shows the lowest level of posting detail needed for data entry in the general ledger systems.

EXHIBIT "B"

COMPENSATION

Total Cost of Audit

Our Estimated All-Inclusive Maximum Prices for the service in the RFP are detailed at the end of this section. Our Total All-inclusive Maximum Prices for the services are firm fixed fees.

What Our Price Includes

Our price includes all the basic audit work and reports, statements and other deliverables specified in your request for proposal. Our price also includes the items below at **no additional cost**:

- 1) Year-round support and telephone consultation on pertinent issues affecting your Authority.
- 2) Copies of our journal entries and our leadsheets used to support the amounts in your financial statements.
- 3) **Free full day of training** at our annual MazeLive event.
- 4) Active Partner involvement in your work **every year**.
- 5) Our typed Interim Audit Checklist.
- 6) Our typed Annual Closing Checklist.
- 7) Our typed interim Accounting Issues Memorandum.
- 8) Overviews and summaries of upcoming pronouncements and regulation affecting the audited financial statements.
- 9) Direct dump of general ledger data into our ProSystems trial balance software which is fully linked to financial statement formats.

Fees and Billings

Progress billings will be made on the pro-rated audit work completed during the course of the engagement. Our fees are firm fixed prices. In determining our fees, we understand that the Authority's records will be in condition to be audited; that is, transactions will be properly

recorded in the general ledger and subsidiary records, these accounting records and the original source documents will be readily available to use, we will be furnished with copies of bank reconciliations and other reconciliations and analyses prepared by the Authority and the Authority personnel will be reasonably available to explain procedures, prepare audit correspondence and obtain files and records.

We do not post separate rate structures for municipal audit work. We view this work as being every bit as important and valuable as the work we perform for other clients and we put our best people on it. Any consulting work you request will be performed at the same rates as our audit work.

Total All-Inclusive Maximum Price

Base Service	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Fiscal Audit and related reports	\$64,600	\$67,500	\$70,500	\$73,600	\$76,900
Single Audit and related reports	\$8,900	\$9,300	\$9,700	\$10,100	\$10,500
Measure J Compliance Audit and related reports	\$14,600	\$15,200	\$15,800	\$16,500	\$17,200
Total for Fiscal Year (not-to-exceed)	\$88,100	\$92,000	\$96,000	\$100,200	\$104,600

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