

## Interlocal Agreement By and Between C-TRAN and Clark Public Utilities

This Interlocal Agreement is made and entered into by and between Clark County Public Transportation Benefit Area (**C-TRAN**) and Clark Public Utilities located at P.O. Box 8900, Vancouver WA 98668, (the **Utility**, and collectively the **Parties**).

### RECITALS

WHEREAS, C-TRAN is planning the construction of the Mill Plain Bus Rapid Transit Project, which will run along Evergreen Boulevard between Washington Street and Fort Vancouver Way, along Fort Vancouver Way between Evergreen Boulevard and Mill Plain Boulevard, and along Mill Plain Boulevard to the terminus of the BRT line at 184th and SE 6th Way (the **Project**); and

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provides for cooperative efforts between governmental entities; and

WHEREAS, in order to construct the Project, the Parties have determined it is necessary to relocate certain facilities owned by the Utility; and

WHEREAS, it has been deemed to be in the best public interest for the Utility to perform the engineering and construction services necessary to relocate the facilities; and

WHEREAS, the Utility will independently address the engineering services required for the relocation, the cost of which is included in the reimbursable amount stated below; and

WHEREAS, the Utility understands that the Project, and all work to be performed hereunder, is funded in part with funds by the Federal Transit Administration (the **FTA**);

NOW, THEREFORE, it is mutually agreed as follows:

### AGREEMENT

#### 1. UTILITY RELOCATION

##### 1.1 Scope of Work

The Utility shall complete all work related to the removal and/or relocation of the Utility's facilities (the **Utility Relocation**) as required by the Project. In order for the Utility to complete the Utility Relocation, the Utility agrees to provide plans and specifications sufficient to allow C-TRAN to review and ensure that plans and specifications are consistent with the Project plans.

Before the Utility begins the Utility Relocation, C-TRAN must review and approve the plans and specifications. C-TRAN's approval will not be unreasonably withheld.

##### 1.2 Betterments

The Utility shall notify C-TRAN if the plans and specifications for the Utility Relocation include any improvements to the Utility's facilities that are not required by code, regulation, standard industry practice or other applicable regulation (**Betterments**), which are further defined in the Program Guide Utility Relocation and Accommodation on Federal-Aid Highway Projects (the **Program Guide**). C-TRAN shall not be responsible for the costs associated with the Betterments.

### 1.3 Term

This Agreement shall become effective upon the date of last signature of the Parties below, and shall continue until December 31, 2021 or until the Utility Relocation has been completed by the Utility and accepted by C-TRAN (in a timely manner) and C-TRAN has paid the Utility in full, whichever is later, unless terminated sooner.

### 1.4 Payment

C-TRAN agrees to reimburse the Utility for actual costs of the Utility Relocation, excluding all Betterment work, which are necessary due to the construction impacts of the Project, currently estimated at \$###,###, as detailed in Exhibit A. This estimate amount shall not exceed \$149,999. This not to exceed amount is based on the assumption that there will be no significant unforeseen circumstances during the work. Such unforeseen circumstances could include, but are not limited to unanticipated underground obstructions such as large rocks or undocumented/improperly located utilities. In the event such an unforeseen circumstance occurs, C-TRAN and the Utility agree to negotiate an amendment to this agreement in good faith.

No interim payments shall be made for the Utility Relocation. The Utility shall submit a final invoice to C-TRAN within 90 calendar days following completion of the Utility Relocation. C-TRAN must verify that the Utility Relocation has been satisfactorily completed in accordance with the plans and specifications before payment can be approved. The Utility agrees to invoice C-TRAN with supporting documentation for all charges.

### 1.5 Work Schedule

The Utility shall not begin the Utility Relocation until C-TRAN has provided a written Notice to Proceed authorizing the Utility to begin the work. Notice to Proceed will not be given until C-TRAN and the Utility have negotiated a schedule for the performance of the Utility Relocation in accordance with C-TRAN project phasing.

### 1.6 Performance of Work

The Utility may perform the Utility Relocation with its own forces.

### 1.7 Washington State Prevailing Wages

Work performed by Utility's Contractor is a public work and is, therefore, subject to State of Washington prevailing wage requirements. Utility shall verify compliance with this requirement in

the administration of its contracts referenced above. Work performed directly by Utility's employees is not subject to prevailing wages.

### 1.8 Environment

The Utility shall comply with all applicable laws and environmental requirements of any jurisdictional agency and is responsible for obtaining any necessary environmental permits required in order to perform the Utility Relocation.

### 1.9 Permits

The Utility shall obtain and comply with any other permits from any jurisdictional agency that are required in order for the Utility to perform the Utility Relocation.

### 1.10 Delays

The Utility shall not schedule or perform the work in a manner that unreasonably delays or interferes with C-TRAN's Contractor in the performance of the Project.

### 1.11 Inspection of Work

The Utility shall promptly notify C-TRAN in writing when the Utility Relocation is completed. C-TRAN shall inspect the Utility Relocation for compliance with the plans and specifications. C-TRAN shall notify the Utility of any non-compliance and the Utility agrees to make the necessary changes to satisfy C-TRAN requirements. C-TRAN's inspection shall not reduce or modify the Utility's responsibility for the work. Upon completion of the Utility Relocation, the Utility agrees that it shall be solely responsible for all future ownership, operation and maintenance costs of its facilities, without C-TRAN liability or expense, except in the event of future relocation requests.

## 2. GENERAL TERMS AND CONDITIONS

### 2.1 Right of Entry

C-TRAN hereby grants the Utility a right of entry upon all land in which C-TRAN has interest for the purpose of performing the work under this agreement; provided however that the Utility shall notify C-TRAN of any entry which may affect C-TRAN's operations or its customers. No such activity shall occur without prior approval. Upon completion of the Utility Relocation, this right of entry shall terminate.

### 2.2 Audit and Records

During the progress of the Utility Relocation and for a period of not less than six (6) years from the date of final payment, the Utility shall maintain the records and accounts pertaining to the work and shall make them available during normal business hours and as often as necessary, for inspection and audit by C-TRAN, State of Washington, and/or Federal Government and copies of all records,

accounts, documents or other data pertaining to the work will be furnished upon request. The requesting Party shall pay the cost of copies produced. If any litigation, claim or audit is commenced, the records and accounts along with supporting documentation shall be retained until any litigation, claim or audit finding has been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

### 2.3 Overpayment

In the event that an invoice reveals an overpayment to the Utility, the Utility agrees to refund such overpayment to C-TRAN within 30 days from notice. It is understood and agreed that C-TRAN will not pay for any Betterment

### 2.4 Termination

C-TRAN may terminate this Agreement for convenience upon 30 calendar days written notice to the Utility. In the event that C-TRAN exercises this termination right, C-TRAN will reimburse the Utility for all allowable costs under this Agreement incurred prior to the date of termination.

In the event funding for the Utility Relocation is withdrawn, reduced, or limited in any way after the execution date of this Agreement and prior to normal completion, C-TRAN may terminate the Agreement upon less than the 30 calendar day notice requirement, subject to renegotiation pursuant to the revised funding limitations and conditions.

### 2.5 Modification

It is mutually agreed and understood that no alteration or variation to the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and that any oral understanding or agreements not incorporated herein, shall not be binding.

### 2.6 Notices

Until such time either party notifies the other in writing otherwise, all notices required to be given under the terms of this Agreement, unless otherwise specified herein, or as maybe amended, shall be given in writing, addressed as follows:

C-TRAN  
Procurement  
10600 NE 51st Circle  
Vancouver, WA 98682

Cal Morris  
Director of Engineering  
PO Box 8900  
Vancouver, WA 98688

The Utility is and shall at all times be deemed to be an independent contractor in the provision of the services set forth in this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between C-TRAN and Utility or between any of C-TRAN's or Utility's employees. The Utility shall retain all authority for provision of services, standards of performance, discipline and control of personnel, and other matters

incident to its performance of services pursuant to this Agreement. Nothing in this Agreement shall make any employee of Utility an employee of C-TRAN for any purpose, including but not limited to, for withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.

## 2.7 Nondiscrimination

The Utility shall not participate in any discriminatory action against any employee who is paid by funds indicated in this Agreement or against any applicant for such employment because of race, religion, color, sex, marital status, creed, national origin, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap or as otherwise provided by applicable law. This provision shall include, but not be limited to the following; employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training.

The Utility agrees to, and assures that each subcontractor will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding Section A, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued.

## 2.8 Indemnification

To the extent authorized by law, the Utility and C-TRAN shall indemnify and hold harmless one another and their employees and/or officers from and shall process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages (both to persons and/or property), or costs, of whatsoever kind or nature, brought against the one Party arising out of, in connection with, or incident to the other Party's negligent performance or failure to perform any aspect of this Agreement, provided, however, that if such claims are caused by or result from the concurrent negligence of the Utility and C-TRAN, their respective employees and/or officers, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Utility or C-TRAN, and provided further, that nothing herein shall require the Utility or C-TRAN to hold harmless or defend the other or its employees and/or officers from any claims arising from that Party's sole negligence or that of its employees and/or officers. The terms of this section shall survive the termination of this Agreement.

## 2.9 Disputes

If a dispute occurs between the Utility and C-TRAN at any time during the prosecution of the work pursuant to this Agreement, the Parties agree to negotiate at the management level to resolve any

issues. Should such negotiations fail to produce a satisfactory resolution, the Parties agree to enter into mediation before proceeding to any other legal remedy. Each Party shall be responsible for its own fees and costs. The Parties agree to equally share the cost of a mediator.

#### 2.10 Venue

In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any such action or proceedings shall be brought in the Superior Court situated in Clark County, Washington. Further, the Parties agree that each shall be responsible for its own attorney's fees and costs.

#### 2.11 No Third Party Beneficiary

C-TRAN does not intend by this Agreement to assume any contractual obligations to anyone other than the Utility. The Utility does not intend by this Agreement to assume any contractual obligations to anyone other than C-TRAN. C-TRAN and Utility do not intend there be any third-party beneficiary to this Agreement.

#### 2.12 Waiver

No waiver by either party of any term or condition of this Agreement incorporated in this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

#### 2.13 Entire Agreement

This Agreement contains all of the agreements of the parties with respect to the subject matter covered or mentioned therein, and no prior Agreements shall be effective to the contrary.

#### 2.14 Severability

If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

#### 2.15 Administration

No new or separate legal or administrative entity is created to administer the provisions of this Agreement. The Parties hereto shall be jointly responsible for administering the performance herein. The Parties will not acquire any jointly-owned real or personal property in connection with performance of this Agreement. The Parties shall each be responsible for their own individual financial costs of performance of this Agreement, except as otherwise described herein. No joint budget will be prepared to carry out the performance of this Agreement.

#### 2.16 Filing

Executed copies of this Agreement shall be filed as required by RCW 39.34.040 or alternatively listed on the Parties' respective web sites or other electronically retrievable public source.

### **3. FEDERAL TRANSIT ADMINISTRATION (FTA) GENERAL TERMS AND CONDITIONS**

#### **3.1 Incorporation of FTA Terms**

The following provisions include, in part, certain Standard Term and Conditions required by U.S. DOT, whether or not expressly set forth in the preceding contract provisions. All U.S. DOT required contractual provisions, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The Utility shall not perform any act, fail to perform any act, or refuse to comply with any C-TRAN requests which would cause C-TRAN to be in violation of the FTA terms and conditions. All following provisions shall only apply to the work and services directly provided in furtherance of the Utility Relocations.

#### **3.2 FTA Approval**

The successful proposer will be required to comply with all terms and conditions prescribed for third party contracts by the DOT, FTA, and C-TRAN. Third party contracting conditions can be found in the FTA Circular 4220.1F, available on the FTA's Web site.

#### **3.3 No Government Obligation to Third Parties**

C-TRAN and the Utility acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to C-TRAN, Utility, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying contract.

The Utility agrees to include the above clause in each Subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the Subcontractor who will be subject to its provisions.

#### **3.4 Program Fraud and False or Fraudulent Statements or Related Acts**

The Utility acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended 31 USC § 3801 et seq. and U.S. DOT Regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, the Utility certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the Utility further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the

right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Utility to the extent the Federal Government deems appropriate.

The Utility also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by the FTA under the authority of 49 USC chapter 53, the government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5323(I) on the Utility, to the extent the Federal Government deems appropriate.

The Utility agrees to include the above two clauses in each Subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

### 3.5 Access to Records and Reports

The Utility will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the Contract. Including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

The Utility agrees to comply with the record retention requirements in accordance with 2 CFR § 200.333. The Utility shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

The Utility agrees to provide sufficient access to FTA and its Contractors to inspect and audit records and information related to performance of this Contract as reasonably may be required. The Utility agrees to permit FTA and its Contractors access to the sites of performance under this Contract as reasonably may be required. The Utility agrees to include these two clauses in each subcontract financed in whole or in part with Federal assistance provided by the FTA.

### 3.6 Federal Changes

The Utility shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the Contract. Utility's failure to comply shall constitute a material breach of the Contract.

### 3.7 Civil Rights

C-TRAN is an Equal Opportunity Employer. As such, C-TRAN agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements



imposed by Federal Laws or Regulations, C-TRAN agrees to comply with the requirements of 49 U.S.C. § 5332 (h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

The Utility agrees to comply with the requirements including, but not limited to, those listed below are applicable to this Contract and any subcontracts for work specified as a part of this Contract:

- (1) Nondiscrimination. In accordance with Federal Transit Law at 49 U.S.C. § 5332 (the Utility agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Utility agrees to comply with applicable Federal implementing regulations and other implementing requirement FTA may issue.
  
- (2) Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000d et seq., and Federal transit laws at 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise the Utility agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Utility agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Utility agrees to comply with any implementing requirements FTA may issue.

- (3) Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Utility agrees to, and assures that each Subcontractor will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, (c) Comply with Federal Transit Law, specifically 49 U.S.C. § 5332, as stated in Section A, and (d) Comply with other applicable EEO laws and regulations, as provided in Federal Guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer."
- (4) Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal Transit Law at 49 U.S.C. § 5332, the Utility agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Utility agrees to comply with any implementing requirements FTA may issue.
- (5) Disabilities. In accordance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal Transit Law at 49 U.S.C. § 5332, the Utility agrees that it will not discriminate against individuals on the basis of disability. In addition, the Utility agrees to comply with any implementing requirements FTA may issue.

### 3.8 Energy Conservation

The Utility shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act.

### 3.9 Debarred Proposers

The Utility will be required to certify that neither it nor its principals are currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Contract resulting from these specifications by any Federal Department or agency.

The Utility is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

### 3.10 Lobbying

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal Contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

### 3.11 Clean Air and Federal Water Pollution Requirements

The Utility agrees:

- It will not use any Violating Facilities;
- It will report the use of facilities placed on or likely to be placed on the US EPA "List of Violating Facilities;"
- It will report violations of use of prohibited facilities to FTA; and
- It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C §§ 7401 - 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C §§ 1251-1387).

The Utility also agrees to include these requirements in each Subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

### 3.12 Clean Water Requirements

The Utility agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et. The Utility agrees to report each violation to C-TRAN and understands and agrees that C TRAN will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA regional office.

The Utility also agrees to include these requirements in each subcontract exceeding \$100,000.00 financed in whole or in part with Federal assistance provided by FTA.

### 3.13 Prevailing Wage and Anti-Kickback

#### (1) Minimum wages

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Utility and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Utility and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and (4) With respect to helpers as defined in 29 CFR 5.2(n) (4), such a classification prevails in the area in which the work is performed.

(B) If the Utility and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division,

Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30 day period that additional time is necessary.

(C) In the event the Utility, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30 day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Utility shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Utility does not make payments to a trustee or other third person, the Utility may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Utility, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Utility to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an

authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30 day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30 day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding – C-TRAN shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Utility under this contract or any other Federal contract with the same Utility, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Utility, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Utility or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, C-TRAN may, after written notice to the Utility, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the Utility during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, their correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Utility shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Utilities employing

apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Utility shall submit weekly for each week in which any contract work is performed a copy of all payrolls to C-TRAN for transmission to the FTA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a) (3) (i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The Utility is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Utility or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a) (3) (i) of Regulations, 29 CFR part 5 and that such information is correct and complete; (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3; (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Utility or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Utility or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the FTA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Utility or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Utility, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with

a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in their first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Utility as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Utility is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Utility's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Utility will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training



Administration withdraws approval of a training program, the Utility will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements - The Utility shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts - The Utility or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Utility shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Utility (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility - (i) By entering into this contract, the Utility certifies that neither it (nor he or she) nor any person or firm who has an interest in the Utility's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

### 3.14 Contract Hours and Safety Standards

(1) Overtime requirements - No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work

to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the Utility and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Utility and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10.00 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Utility or subcontractor under any such contract or any other Federal contract with the same Utility, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Utility, such sums as may be determined to be necessary to satisfy any liabilities of such Utility or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts - The Utility or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Utility shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

### 3.15 Disadvantaged Business Enterprises

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by DBE in DOT Financial Assistance Programs.

The Utility and any subcontractor(s) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Utility shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT assisted contract. Failure by the Utility to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as C-TRAN deems appropriate. Which may include, but is not limited to:

- Withholding monthly progress payments;
- Assessing sanctions;
- Liquidated damages; and/or
- Disqualifying the bidder from future bidding as nonresponsible.

Each subcontract the Utility signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

All proposers shall list the names of all subcontractors participating in the project and include this list with their proposal. The successful proposer shall supply the addresses of its subcontractors prior to the issuance of the notice to proceed with the project. C-TRAN shall monitor the Utility's DBE compliance during the life of the Contract. In the event this procurement exceeds 90 days, it will be the responsibility of the Utility to submit quarterly written reports to the AGENCY that summarize the total DBE value for this Contract. These reports shall provide the following details:

- DBE utilization established for the Contract;
- Total value of expenditures with DBE firms for the quarter;
- The value of expenditures with each DBE firm for the quarter by race and gender;
- Total value of expenditures with DBE firms from inception of the Contract; and
- The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

Reports and other correspondence must be submitted to the DBE Coordinator. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The Utility shall permit:

- C-TRAN to have access to necessary records to examine information as C-TRAN deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the Utility and other DBE parties entered into during the life of the Contract.
- The authorized representative(s) of C-TRAN, the U.S. DOT, the Comptroller General of the United States, to inspect and audit all data and record of the Utility relating to its performance under the DBE Participation provision of this Contract.
- All data/record(s) pertaining to DBE shall be maintained as required herein.

If at any time C-TRAN has reason to believe that the Utility is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, C-TRAN may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

- Suspension of any payment or part due the Utility until such time as the issues concerning the Utility's compliance are resolved; and
- Termination or cancellation of the Contract, in whole or in part, unless the successful Utility is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

### 3.16 Prompt Payment

The Utility agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The Utility agrees further to not withhold retainage from its subcontractor. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non DBE subcontracts.

### 3.17 Access Requirements for Individuals with Disabilities

C-TRAN and the Utility shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Utility shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto

### 3.18 Privacy Act

The following requirements apply to the Utility and its employees who administer any system of records on behalf of the federal government under any contract:

The Utility agrees to comply, and assures the compliance of its employees, with the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 USC § 552(a). Among other things, the Utility agrees to obtain the express consent of the federal government before the Utility or its employees operate a system of records on behalf of the federal government. The Utility understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

The Utility also agrees to include these requirements in each subcontract to administer any system of records on behalf of the federal government financed in whole or in part with federal assistance provided by the FTA.

### 3.19 Recycled Products

The Utility agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), and US Environmental Protection Agency (US EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 CFR Part 247.

### 3.20 Veterans Preference

As provided in 49 U.S.C. § 5325(k), to the extent practicable, the Utility agrees and assures that each of its Subcontractors:

Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and

Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

### 3.21 Intellectual Property

In addition to any provisions regarding Rights in Data and Property as set forth in FTA Circular 4220.1F, the Proposer shall grant to C-TRAN a perpetual, irrevocable, nonexclusive, royalty-free, and nontransferable right to use and reproduce any intellectual property provided or disclosed under this project for the purpose of implementing, operating and maintaining the system. In the case of any documents or other information relating to interfaces to third party (not part of this Contract) devices or systems, C TRAN shall be provided a license to disclose such interface information to third parties subject to execution of a reasonable nondisclosure agreement between C TRAN and the third party.

## 4. FTA Certifications

The following certifications attached as Exhibits B1-B5 must be signed and submitted in relation to the work to be completed under this agreement.

B-1: Certification of Compliance with Wage Payment Statutes

B-2: Certification Regarding Ineligible Contractors

B-3: Certification of Restrictions on Lobbying

B-4: Non-Collusion Affidavit

B-5: Affidavit Concerning Conflicts of Interest and Noncompetitive Practices

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year set forth below their signatures.

DATED this 20 day of April, 2021.

C-TRAN



Shawn M. Donaghy  
Chief Executive Officer

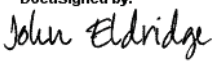
Utility

DocuSigned by:  
  
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Lena Wittler  
CEO/General Manager

Approved as to form:



Aaron Millstein  
C-TRAN Legal Counsel

DocuSigned by:  
  
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John Eldridge  
Utility Attorney