



MEMO

To: NCRA Board of Directors
From: Executive Director Mitch Stogner
Date: June 10, 2009
Subject: **Agenda Item F-2-** Issuance of RFP for Certified Public Accountant
(CPA)

Attached for your reference is a Draft RFP requesting proposals from CPA firms to perform the following accounting tasks:

- Help prepare NCRA for a follow up audit with CalTrans expected to occur in 2009; reconcile financial statements from Sonoma County in accordance with GAAP, and comply with all CalTrans audit recommendations;
- Compile NCRA's general purpose financial statements quarterly, in conformity with generally accepted accounting principles (GAAP);
- Compile the necessary information and prepare NCRA's agency Quarterly Financial Report to the NCRA Board of Directors;
- Assist NCRA in areas of financial management and documentation to satisfy State and Federal funding requirements;
- Meet with CalTrans auditors during the follow up audit in 2009 to answer questions and help explain procedures;
- Assist NCRA in preparation of an Indirect Cost Allocation Plan;
- Assist NCRA in preparation of Updates to the Policies and Procedures Manual Section 0500 "Accounting Procedures."

Staff Recommendation:

Approve the Draft RFP and direct staff to mail the RFP to qualified CPA firms.

REQUEST FOR PROPOSAL
For Certified Public Accountant
Dated June 10, 2009

I. GENERAL INFORMATION

The North Coast Railroad Authority (NCRA) is requesting proposals from Certified Public Accountants (CPA), to compile North Coast Railroad Authority's (NCRA) financial statements, prepare NCRA's Quarterly Reports to the NCRA Board of Directors including NCRA's activities regarding lease and rental income, update NCRA's internal subsidiary ledger system to reflect the accrual basis of accounting in accordance with Generally Accepted Accounting Principals (GAAP), provide consultation regarding Code of Federal Regulations (CFR's) and its application to North Coast Railroad Authority.

Proposals are to be clearly marked "Response to CPA RFP" and are due to NCRA's office by August 6, 2009 at 12:00 p.m.:

NCRA
419 Talmage Road, Suite M,
Ukiah, CA, 95482

CPAs responding to the request for proposals are expected to familiarize themselves with the requirements of the "Request for Proposals" and the background of the NCRA.

During the evaluation process, the North Coast Railroad Authority reserves the right, where it may serve the best interest of NCRA, to request additional information or clarifications from presenters or to allow corrections of errors or omissions.

This Request for Proposals does not commit NCRA to award a contract, or to pay any cost incurred in the preparation of a proposal for this request, or to procure or contract for any services.

II. NATURE OF SERVICES REQUIRED

A. Scope of Work

The services provided will prepare NCRA for a follow up audit with CalTrans expected to occur in 2009, and is expected to include assistance in preparing the quarterly reports to the NCRA Board of Directors, compile financials from Sonoma County in accordance with GAAP, and complying with all other CalTrans audit recommendations.

The North Coast Railroad Authority desires the CPA to compile its general purpose financial statements quarterly, in conformity with generally accepted accounting principles.

The CPA is also required to compile the necessary information and prepare NCRA's agency's Quarterly Financial Report to the NCRA Board of Directors.

The CPA is required to assist NCRA in areas of financial management and documentation to satisfy State and Federal funding requirements.

The CPA will be required to meet with CalTrans auditors during the follow up audit in 2009 to answer questions and help explain procedures.

Assist NCRA in preparation of Indirect Cost Allocation Plan.

Assist NCRA with updating Accounting Policies and Procedures

B. Contract Duration

The contract duration is expected to be for a period of one year (365 days) and for an amount not to exceed \$25,000 (twenty-five thousand dollars). The purpose for this contract would be to prepare for a follow-up Audit by the CalTrans Audit Division. These services are needed to ensure NCRA compliance with the Corrective Action Plan submitted to CalTrans Audit Division on July 25 in response to the June 28 draft Audit and subsequent August 22, 2006 final Audit issued by the Department of Transportation. CalTrans is expected to Audit NCRA compliance with its Corrective Action Plan in 2009.

If requested, proposers will be given the final audit of August 22, 2006 NCRA's Corrective Action Plan in response to the Audit and be given a maximum of 60 days to ensure compliance with all of the Audit findings prior to the initiation of the Caltrans follow-up Audit. It is expected that this will involve meetings with NCRA Staff, the Sonoma County Auditor Controller's office and NCRA's Single Year Audit Firm.

C. Standards to be followed

Financials will be compiled in accordance with generally accepted accounting principles (GAAP) and Statements on Standards Accounting Review Services issued by the American Institute of Certified Public Accountants, and Attestation Standards issued by the American Institute of Certified Public Accountants.

III. Description of the Agency

A. Primary Contact

The CPA's principal contact with the North Coast Railroad Authority will be Mitch Stogner, Executive Director, or a designated representative, who will coordinate the assistance to be provided by the North Coast Railroad Authority to the CPA.

B. Background Information

The North Coast Railroad Authority (NCRA) was created by the California Legislature in 1989 by the North Coast Railroad Authority Act, Government Code §§93000-93110 for the purpose for maintaining railroad service to the North Coast of California.

The seven-member NCRA Board of Directors consists of two members appointed by the Boards of Supervisors of the Counties of Humboldt, Sonoma, Mendocnio and Marin and a Cities representative selected by the cities served by the Northwestern Pacific Rail Line.

C. Fund Structure

North Coast Railroad Authority utilizes a single purpose enterprise fund with funds implemented to track costs for specific projects.

IV. Time Requirements

A. Proposal Calendar

The following is a list of key dates up to and including the date proposals are to be submitted:

Request for Proposals issued: June 10, 2009

Deadline to Request Additional Information: July 31, 2009

Due Date: August 6, 2009 – 12:00 p.m.

Notification and Contract Date August 18, 2009

V. Technical Proposal

A. Firm Qualifications and Experience

The proposal should state the size of the firm, the size of the firm's staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time or part-time basis. The bidder should give experience of similar engagements.

B. Partner, Supervisory and Staff Qualifications and Experience

The firm should identify the principal management and supervisory staff, including engagement partners, managers, seniors and specialists, who would be assigned to the engagement.

C. Scope of Work and Approach

Indicate the scope of work, compilation timetable, total budgeted hours and reports to be issued. The proposal should set forth a work plan to perform the services required in Section II of this request for proposals. In developing the work plan, reference should be made to such sources of information such as the North Coast Railroad Authority monthly financial statements, and the annual final year audit reports.

VI. Fee Proposal

A. Not-to-Exceed Fee

The proposals will be evaluated using NCRA's Evaluation and Selection Procedure as outlined in section VII below. A time and materials fee for the proposed scope of services should contain all pricing information relative to performing the services described in this request for proposals. The not-to-exceed fee is to contain all direct and indirect costs including all out-of-pocket expenses. The time and materials fee should be in the form of an estimate of hours by hourly rate, with other direct costs.

B. Rates by Partner, Specialist, Supervisory and Staff Level Times Hours Anticipated for Each

The fee should include a schedule of professional fees and expenses.

C. Out-of-pocket Expenses Included in the Fee Proposal and Reimbursement Rates

Out of pocket expensed for firm personnel (e.g., travel, lodging and subsistence will be reimbursed at the rates used by the North Coast Railroad Authority for its employees. All estimated out-of-pocket expenses to be reimbursed should be included in the fee proposal. All expense reimbursements will be charged against the not-to-exceed fee submitted by the firm.

In addition, a statement must be included in the proposal stating the firm will accept reimbursement for travel, lodging and subsistence at the North Coast Railroad Authority rates for its employees.

VII. Evaluation and Selection Process

- A. Proposals received later than the proposal deadline will not be considered. Bidders mailing proposals should allow sufficient mail delivery time to ensure timely receipt.
- B. Failure to furnish all information as requested in this RFP may disqualify the proposal.
- C. The proposals will be evaluated and ranked based on the following criteria:
 - 1. 50% - Demonstrated knowledge, experience and capability to perform the services described in this RFP

2. 20% - Specific experience with Federal regulations for grant recipients, NCRA, and/or Caltrans audit specifications.
 3. 10% - Availability for immediate assignment and completion of the services described in this RFP.
 4. 20% - Cost of services proposed.
- D. If your firm is selected, your proposal will be made a part of the contract, subject to approval by the NCRA Board of Directors.
- E. Evaluation and Selection Procedure (“ESP”).

The Executive Director will review the proposals received and prepare a recommendation for NCRA Board consideration at its August 12, 2009 Board meeting.

VIII. Contract Provisions

The successful respondent will be required to enter into NCRA’s standard contract. See Exhibit C.

IX. Proposal Questions

For specific questions regarding information contained in this RFP, contact in writing Mitch Stogner, Executive Director, 419 Talmage Road, Suite M, Ukiah, Ca, 95482 or ncra.mstogner@sbcglobal.net by July 31, 2009.

Exhibit C
NCRA Standard Contract

Following is NCRA's standard contract. The successful proposer will be requested to enter into the following standard Independent Contractor contract with NCRA.

The NORTH COAST RAILROAD AUTHORITY (“AUTHORITY”) and (“CONTRACTOR”) enter into this contract which shall be effective on the date stated in Paragraph 1.

1. Duration of Contract.

This contract shall commence on or about _____, and end on or about _____, unless sooner terminated as specified herein.

2. Scope of Services.

CONTRACTOR, for AUTHORITY’s benefit shall perform the services specified on Attachment A to this contract. Attachment A is made a part of this contract.

3. Compensation for Services.

In consideration for CONTRACTOR’s performance, AUTHORITY shall pay compensation to CONTRACTOR according to the terms specified in Attachment B. Attachment B is made a part of this contract.

4. General Terms and Conditions.

The rights and duties of the parties to this contract are governed by the general terms and conditions mutually agreed to and listed in Attachment C. Attachment C is made a part of this contract.

5. Insurance Limits.

CONTRACTOR shall maintain the following insurance policy limits of coverage consistent with the further insurance requirements specified in Attachment C.

- (a) Comprehensive General Liability Insurance
- (b) Professional liability insurance
- (c) Comprehensive motor vehicle liability insurance

6. Termination.

The number of days of advance written notice required for termination of this contract is ____.

7. Specific Terms and Conditions. *(check one)*

- There are no additional provisions to this contract.
- The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment D. Attachment D is made a part of this contract.

8. Information about Contract Administrators.

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

Contract Administrator for AUTHORITY:

Name: Mitch Stogner

Title: Executive Director

Address: 419 Talmage Road, Suite M
Ukiah, CA 95482

Telephone No. 707.463-3280

Fax No. 707.463-3282

Contract Administrator for CONTRACTOR:

Name: _____

Title: _____

Address: _____

Telephone No. _____

Fax No. _____

SIGNATURES

APPROVED BY AUTHORITY:

Name: _____

Chair, North Coast Railroad Authority

Date: _____

APPROVED BY CONTRACTOR:

Name: _____

Title: _____

Date: _____

APPROVED AS TO LEGAL FORM:

General Counsel

By: _____

Date: _____

ATTACHMENT A
Scope of Services

ATTACHMENT B
Payment Schedule

B-1. BILLING

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: *(check one)*

- One month in arrears.
- Upon the complete performance of the services specified in Attachment A.
- The basis specified in paragraph B-4.

B-2. PAYMENT

Payment shall be made by AUTHORITY to CONTRACTOR at the address specified in paragraph 8 of this contract per paragraph B-4.

B-3. COMPENSATION

AUTHORITY shall pay CONTRACTOR: *(check one)*

- A total lump sum payment of \$ _____
- A total sum not to exceed \$ _____ for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in paragraph B-4.

B-4. SPECIAL COMPENSATION TERMS: *(check one)*

- There are no additional terms of compensation.
- The following specific terms of compensation shall apply: *(specify)*

SAMPLES:

An advance of \$ _____ will be remitted to the CONTRACTOR upon execution of this contract. This payment will be used to offset travel expenses to information repository sites along with hours expended during the first week of work. The first invoice from CONTRACTOR will show a credit for this amount against actual hours/expenses.

The CONTRACTOR shall invoice \$ ____ per hour.

All out-of-pocket travel expenses will be a direct pass through to the NCRA per the Travel Policy adopted by the NCRA.

ATTACHMENT C
General Terms and Conditions

C-1. INDEMNIFICATION.

CONTRACTOR and AUTHORITY each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, form and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorney's fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

C-2. GENERAL INSURANCE REQUIREMENTS.

Without limiting CONTRACTOR's duty to indemnify AUTHORITY, CONTRACTOR shall comply with the insurance coverage requirements set forth in the contract and in this attachment. Those insurance policies mandated by paragraph C-3 shall satisfy the following requirements:

1. Each policy shall be issued by a company authorized by law to transact business in the State of California.
2. Each policy shall provide that AUTHORITY shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or nonrenewal thereof.
3. The comprehensive motor vehicle and comprehensive general liability policies shall each provide an endorsement naming the North Coast Railroad Authority and its officers, agents and employees as additional insureds.
4. The required coverage shall be maintained in effect throughout the term of this contract.

CONTRACTOR shall require all subcontractors performing work under this contract to obtain substantially the identical insurance coverage required of CONTRACTOR pursuant to this agreement.

C-3. INSURANCE COVERAGE REQUIREMENTS.

If required by paragraph 5 of the contract, CONTRACTOR shall maintain the following insurance policies in full force and effect during the term on this contract:

1. Comprehensive general liability insurance. CONTRACTOR shall maintain comprehensive general liability insurance, covering all of CONTRACTOR's operations with a combined single limit of not less than the amount set out in paragraph 5 of this contract.
2. Professional liability insurance. CONTRACTOR shall maintain professional liability insurance with liability limits of not less than the amount set out in paragraph 5 of this contract.

3. Comprehensive motor vehicle liability insurance. CONTRACTOR shall maintain comprehensive motor vehicle insurance covering all motor vehicles (including owned, non-owned, and hired) used in providing services under this contract, with a combined single limit of not less than the amount set out in paragraph 5 of this contract.
4. Workers' compensation insurance. CONTRACTOR shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If CONTRACTOR elects to be self-insured, the certificate of insurance otherwise required by this contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations.

C-4. CERTIFICATE OF INSURANCE.

Prior to the commencement of performance of services by CONTRACTOR and prior to any obligations of AUTHORITY, CONTRACTOR shall file certificates of insurance with AUTHORITY, showing that CONTRACTOR has in effect the insurance required by this contract. CONTRACTOR shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, CONTRACTOR may provide proof of self-insurance meeting requirements equivalent to those imposed herein. CONTRACTOR warrants that CONTRACTOR's self-insurance provides substantially the same protection to AUTHORITY as the insurance required herein. CONTRACTOR further agrees to notify AUTHORITY in the event any change in self-insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

C-5. RECORDS TO BE MAINTAINED.

CONTRACTOR shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. CONTRACTOR shall contractually require that all of CONTRACTOR's subcontractors performing work called for under this contract also keep and maintain such records. All such records, whether kept by CONTRACTOR or any subcontractor, shall be made available to AUTHORITY or its authorized representative, or officials of the State of California for review or audit during normal business hours, upon reasonable advance notice given by AUTHORITY, its authorized representative, or officials of the State of California.

C-6. RETENTION OF RECORDS.

CONTRACTOR shall maintain and preserve all records related to this contract for a period of three years from the close of the fiscal year in which final payment under this contract is made. CONTRACTOR shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the three-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial three year period shall arise only if the AUTHORITY notifies

CONTRACTOR of the commencement of an audit prior to the expiration of the three year period.

C-7. TITLE TO DOCUMENTS; COPYRIGHT.

All reports and other materials collected or produced by the CONTRACTOR or any subcontractor of CONTRACTOR shall, after completion and acceptance of the contract, become the property of AUTHORITY, and shall not be subject to any copyright claimed by the CONTRACTOR, subcontractor, or their agents or employees. CONTRACTOR may retain copies of all such materials exclusively for administrative purposes. Any use of completed or uncompleted documents for other projects by CONTRACTOR, any subcontractor, or any of their agents or employees, without the prior written consent of AUTHORITY is prohibited.

C-8 INDEPENDENT CONTRACTOR.

CONTRACTOR and its officers and employees, in the performance of this contract, are independent contractors in relation to AUTHORITY and not officers or employees of AUTHORITY. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any officer or employee of AUTHORITY. CONTRACTOR shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this contract. CONTRACTOR further represents to AUTHORITY that CONTRACTOR has no expectation of receiving any benefits incidental to employment.

C-9. CONFLICT OF INTEREST.

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONTRACTOR further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be used or employed.

C-10. COMPLIANCE WITH APPLICABLE LAWS.

CONTRACTOR shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

C-11. NONDISCRIMINATION.

CONTRACTOR shall not discriminate in the employment of persons necessary to perform this contract on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person.

C-12 BANKRUPTCY.

CONTRACTOR shall immediately notify AUTHORITY in the event that CONTRACTOR ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

C-13. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION OF DUTIES.

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by CONTRACTOR without the prior written consent of AUTHORITY, and any attempted assignment or delegation without such consent shall be void.

C-14. NEGOTIATED CONTRACT.

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1654.

C-15. SEVERABILITY.

Should any provision herein be found or deemed to be invalid, this contract shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this contract are declared to be severable.

C-16. ENTIRE CONTRACT.

This contract is the entire agreement of the parties. There are no understandings or agreements pertaining to this contract except as are expressly stated in writing in this contract or in any document attached hereto or incorporated herein by reference.

C-17. TIME IS OF THE ESSENCE.

Time is of the essence in the performance of this contract.

C-18. TERMINATION.

Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give advance written notice to the other party. The termination shall be effective no earlier than the expiration of the number of days specified in paragraph 6 of this contract. The termination notice shall be made as specified in paragraph C-

19, below. In the event of termination, AUTHORITY shall pay CONTRACTOR for all work satisfactorily performed prior to the effective date of the termination.

C-19. NOTICES.

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

1. The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or
2. Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first-class postage fully prepaid; or
3. On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 8 of this contract, provided that an original of such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's employee specified, in writing, by the contract administrator. A party may, in its sole discretion, change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.

C-21. MATERIALITY.

The parties consider each and every term, covenant, and provision of this contract to be material and reasonable.

C-22. WAIVER.

Waiver by either party of a breach of any covenant of this contract will not be construed to be a continuing waiver of any subsequent breach. AUTHORITY's receipt of consideration with knowledge of CONTRACTOR's violation of a covenant does not waive its right to enforce any covenant of this contract. The parties shall not waive any provisions of this contract unless the waiver is in writing and signed by all parties.

C-23 AUTHORITY AND CAPACITY.

CONTRACTOR and CONTRACTOR's signatory each warrant and represent that each has full authority and capacity to enter into this contract.

C-24. BINDING ON SUCCESSORS.

All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of CONTRACTOR. CONTRACTOR and all of CONTRACTOR's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this contract.

C-25. CUMULATION OF REMEDIES.

All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

C-26. INDEPENDENT ADVICE.

Each party hereby represents and warrants that in executing this contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this contract and the rights and duties arising out of this contract, or that such party willingly foregoes any such consultation.

C-27. NO RELIANCE ON REPRESENTATIONS.

Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this contract may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

C-28. REDUCTION OF CONSIDERATION.

CONTRACTOR agrees that AUTHORITY shall have the right to deduct from any payments specified in Attachment B any amount owed to AUTHORITY by CONTRACTOR as a result of any obligation arising prior to, or after, the execution of this contract. For purposes of this paragraph, obligations arising prior to the execution of this contract may include, without limitation, any property tax, secured or unsecured, which tax is in arrears. If AUTHORITY exercises the right to reduce the consideration specified in Attachment B, AUTHORITY, at the time of making a reduced payment, shall give CONTRACTOR notice of the amount of any offset and the reason for the reduction.

C-29. COUNTERPARTS.

This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one contract.

END OF ATTACHMENT C.

