

DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Central Valley Project, California

CONTRACT BETWEEN THE UNITED STATES
AND
PLACER COUNTY WATER AGENCY
RELATED TO
AMERICAN RIVER PUMPING PLANT AND ASSOCIATED FACILITIES

THIS CONTRACT, made this ____ day of _____ 2002, in
pursuance generally of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory or
supplementary thereto, including, but not limited to, the acts of August 26, 1937 (50 Stat. 844),
as amended and supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented,
all collectively hereinafter referred to as the Federal Reclamation law, between THE UNITED
STATES OF AMERICA, hereinafter referred to as the UNITED STATES, and Placer County
Water Agency, hereinafter referred to as the AGENCY, a political subdivision of the State of
California, duly organized, existing and acting pursuant to the laws thereof, including, but not
limited to, the Placer County Water Agency Act; with its principal place of business in Auburn,
California;

WITNESSETH, That:

EXPLANATORY RECITALS

WHEREAS, the UNITED STATES has constructed and is operating the Central
Valley Project, California for diversion, storage, carriage, distribution and beneficial use, for
flood control, irrigation, municipal, domestic, industrial, fish and wildlife mitigation, protection
and restoration, generation and distribution of electric energy, salinity control, navigation and

30 other beneficial uses, of waters of the Sacramento River, the American River, the Trinity River,
31 and the San Joaquin River and their tributaries; and

32 WHEREAS, in 1963, the AGENCY obtained the right to divert certain flows of
33 the American River pursuant to water right permits for the AGENCY=s Middle Fork Project,
34 which permits were issued by the California State Water Rights Board, which has been
35 succeeded by the State Water Resources Control Board; and

36 WHEREAS, pursuant to those rights, the AGENCY secured land and constructed
37 diversion, year-round pumping and conveyance facilities in the American River canyon near
38 Auburn, California for the purposes of diverting water under its permits and conveying it to and
39 through the Auburn Ravine Tunnel, also known as the Auburn Tunnel or Ophir Tunnel, for use
40 within the AGENCY=s Service Area; and

41 WHEREAS, in 1965, the UNITED STATES authorized a water project known as
42 the Auburn-Folsom South Unit (AAuburn Dam@), and, in furtherance of said project, desired to
43 acquire the land upon which the AGENCY=s pumps and conveyance facilities were located; and

44 WHEREAS, the UNITED STATES has modified the American River canyon to
45 construct the Auburn-Folsom South Unit (AAuburn Dam@), and some of those modifications
46 have created unstable land features; and

47 WHEREAS, under threat of condemnation by the UNITED STATES, the
48 AGENCY entered into a Land Purchase Contract (14-06-859-308) with the UNITED STATES,
49 transferring the AGENCY=s land and facilities in the American River canyon to the UNITED
50 STATES, and as partial consideration for the taking of this property, the UNITED STATES
51 agreed to provide a water supply to the AGENCY until the Auburn Dam was completed; and

52 WHEREAS, at the time the Land Purchase Contract was negotiated and executed,
53 the Auburn Dam Project, as then designed, was expected to enable the AGENCY to obtain water
54 from the American River by gravity flow through the Auburn Ravine Tunnel, without the
55 necessity of pumping; and

56 WHEREAS, pursuant to the Land Purchase Contract (14-06-859-308A), the
57 UNITED STATES has, for many years, annually installed a seasonal pumping station and
58 conveyance facilities to enable the AGENCY to pump water from the American River into the
59 Auburn Ravine Tunnel during summer months, and

60 WHEREAS, the AGENCY has determined that it now requires year-round
61 pumping to meet its water supply obligations to its customers; and

62 WHEREAS, the parties have recognized that yearly installation of seasonal pumps
63 and facilities no longer satisfies the UNITED STATES= obligation under the Land Purchase
64 Contract; and

65 WHEREAS, the parties have recognized that yearly installation of seasonal pumps
66 and facilities is inefficient and costly to the UNITED STATES; and

67 WHEREAS, the parties now propose to construct a year-round pumping facility
68 which fully satisfies the UNITED STATES= obligations under the Land Purchase Agreement, to
69 replace the AGENCY=s original pumping facility; and

70 WHEREAS, the parties now desire to enter into a new contract, which will
71 supersede the Land Purchase Agreement regarding issues of cost-sharing, operations and
72 maintenance of the new pump station to deliver 50 cfs which is the obligation of The UNITED
73 STATES, and up to a total of 100 cfs, the remainder of which would be the responsibility of the

74 AGENCY.

75 **NOW, THEREFORE**, in consideration of the mutual and dependent covenants herein
76 contained, it is hereby mutually agreed by the parties hereto as follows:

77 **Definitions**

78 1. When used herein, unless otherwise distinctly expressed or manifestly
79 incompatible with the intent hereof, the term:

80 (a) "Auburn Ravine Tunnel" shall mean that existing 12-foot diameter tunnel
81 through the ridge separating Auburn, California from the American River and used to convey
82 water from the American River to the tunnel's outlet in Auburn Ravine. The Auburn Ravine
83 Tunnel is also referred to from time to time as the Ophir Tunnel or Auburn Tunnel.

84 (b) "Calendar Year" shall mean the period January 1 through December 31,
85 both dates inclusive;

86 (c) "Land Purchase Contract" shall mean the agreement entered into between
87 the UNITED STATES and the AGENCY, identified as Contract No. 14-06-859-308 and dated
88 July 25, 1972, as amended, modified and supplemented by the Supplemental Agreement to Land
89 Purchase Contract, identified as Contract No. 14-06-859-308a and dated May 25, 1979;

90 (d) "Project" shall mean the installation of a permanent diversion intake,
91 pumping station, electric facilities, electric transmission lines, water conveyance facilities, access
92 roads, and all ancillary facilities necessary to allow the AGENCY to divert the water of the
93 American River to the Auburn Ravine Tunnel, on a year-round basis, until the Auburn Dam is
94 completed;

95 (e) "Service Area" shall mean the area to which the AGENCY is entitled to

96 deliver its water rights water from the American River for beneficial use;

97 (f) ASecretary@ or AContracting Officer@ shall mean the Secretary of the
98 UNITED STATES Department of the Interior or her duly authorized representative;

99 (g) AYear@ shall mean the period from and including March 1 of each
100 Calendar Year through the last day of February of the following Calendar Year.

101 **Organization of Contract**

102 2. Upon execution of this Contract by both parties, and until the AGENCY approves a
103 Notice of Completion of Construction of the Project facilities, Articles 1 and 2 and Sections A
104 and D shall apply. Upon approval by the Agency of a Notice of Completion of Construction
105 issued by the UNITED STATES and until the AGENCY accepts title to the Project facilities and
106 the related real property interests, Section A shall no longer be applicable; instead, Articles 1 and
107 2 and Sections B and D shall apply. Upon transfer of title to the Project facilities and the related
108 real property interests to the AGENCY and thereafter, Section B shall no longer apply: instead,
109 Articles 1 and 2 and Sections C and D shall apply for the remaining life of this contract.

110 **SECTION A.**

111 **CONSTRUCTION OF PROJECT FACILITIES**

112 Upon execution of this contract by both parties and until such time as the AGENCY has
113 approved a Notice of Completion of Construction of the Project facilities, the following
114 provisions shall apply:

115 **Project Facilities to be Constructed**

116 3. (a) Project facilities to be constructed pursuant to this Contract shall enable
117 the AGENCY to divert water from the American River near Auburn, California into its Auburn

118 Ravine Tunnel on a year-round basis. Project facilities shall be defined by the drawings and
119 technical specifications for the construction of the Placer County Water Agency American River
120 Pump Station (APump Station@), once they are approved by the parties, and shall include, but not
121 be limited to:

122 (1) A screened intake structure of sufficient size to allow diversion of
123 not less than 225 cubic feet per second (Acfs@) of water from the American River;

124 (2) A year-round pipeline of sufficient capacity to convey to the Pump
125 Station such water as is diverted from the intake;

126 (3) A pumping station of sufficient capacity to allow future increase of
127 diversions to an instantaneous rate of 225 cfs;

128 (4) Pumps of sufficient capacity to allow instantaneous diversion of
129 100 cfs of water from the American River, with adequate backup electrical power and pumping
130 facilities as may be dictated by prudent design guidelines.

131 (5) A discharge pipe capable of delivering up to 100 cfs from the
132 Pump Station into the Auburn Ravine Tunnel;

133 (6) All-weather roads sufficient to enable the AGENCY to conduct all
134 necessary operation, maintenance, repair and reconstruction of the Project and the Auburn
135 Ravine Tunnel. Such roads, adjacent slopes and associated surface water runoff control facilities
136 shall be designed and constructed so that the roads remain unobstructed and last indefinitely.

137 (b) All Project facilities shall be designed to meet both parties' specifications,
138 at a minimum.

139 (c) (1) The UNITED STATES shall be responsible for construction of all

140 Project facilities and their proposed locations.

141 (2) The AGENCY shall review and approve the proposed locations of
142 all Project facilities and shall approve the configuration and designs of any Project facilities; and
143 any submissions, change orders and the Notice of Completion of Construction issued by the
144 United States for the Project facilities.

145 **Project Costs**

146 4. (a) Except where costs are made the responsibility of the AGENCY under the
147 express terms of this contract, the UNITED STATES shall be responsible for the reasonable and
148 necessary costs associated with the Project, including:

149 (1) The design of the Project facilities;

150 (2) The preparation of all necessary environmental documentation and
151 implementation and monitoring of any necessary mitigation measures;

152 (3) All required construction, management, construction inspection
153 and construction engineering services;

154 (4) All on site grading, road construction, stabilization work, runoff
155 control, restoration and revegetation work;

156 (5) Required river gradient control structures;

157 (6) All safety facilities; and

158 (7) The cost of the diversion structure, conveyance pipeline to the
159 Pump Station, the Pumps, the Pump Station and the discharge pipeline to the Auburn Ravine
160 Tunnel, all sized for 100 cfs capacity. The AGENCY shall pay the incremental costs of materials
161 and construction necessary to enable the facilities to deliver water at rates in excess of 100 cfs.

162 Such payments by the AGENCY shall be made in advance of construction of any such facilities
163 by The UNITED STATES.

164 (8) The cost of parallel facilities as detailed in Article 5, herein.

165 **UNITED STATES= Obligation to Continue Water Deliveries**

166 5.. Reclamation shall sequence construction of Project facilities and/or construct
167 parallel temporary facilities as required to continue American River water deliveries
168 during the period from June 15 through September 15 and during scheduled PG&E
169 maintenance outage periods.

170 **Notice of Completion**

171 6. Upon substantial completion of construction of all Project facilities, the UNITED
172 STATES shall issue a Notice of Completion of Construction. Upon the AGENCY's approval of
173 said Notice, which approval shall not be unreasonably withheld, Section A of this contract shall
174 no longer apply.

175

176 End of Section A.

177 **SECTION B.**

178 **OPERATIONS AND MAINTENANCE OF PROJECT FACILITIES**

179 Upon approval by the AGENCY of a Notice of Completion of Construction of Project
180 facilities issued by the UNITED STATES, and until the transfer of Project facilities and related
181 property interests to the AGENCY, the provisions in Section A, AConstruction of Project
182 Facilities,@ shall no longer be applicable. Instead, provisions of Articles 1 and 2 and Sections B
183 and D shall apply:

184 **Operations and Maintenance**

185 7. (a) Upon approval by the AGENCY of the Notice of Completion of
186 Construction issued by the UNITED STATES, the AGENCY, without expense to the UNITED
187 STATES, shall care for, operate, and maintain the Project facilities in full compliance with the
188 terms of this contract and regulations and instructions furnished by the Contracting Officer, and
189 in such manner that said Project facilities will remain in good and efficient conditions.

190 (b) The AGENCY shall promptly make any and all repairs to the Project
191 facilities being operated by the AGENCY which are necessary for proper care, operation, and
192 maintenance. In case of neglect or failure of the AGENCY to make such repairs within 60 days
193 following written notification, the Contracting Officer may cause the repairs to be made, and the
194 cost thereof shall be paid by the AGENCY as prescribed by the Contracting Officer.

195 (c) No substantial change shall be made by the AGENCY in any of the Project
196 facilities without first obtaining the written consent of the Contracting Officer.

197 (d) (i) The AGENCY agrees to indemnify the UNITED STATES for, and
198 hold the UNITED STATES and all of its representatives harmless from, all damages resulting
199 from suits, actions, or claims of any character brought on account of any injury to any person or
200 property arising out of any act, omission, neglect, or misconduct in the manner or method of
201 performing any construction, care, operation, maintenance, supervision, examination, inspection,
202 or other duties of the AGENCY required under this Article 5 regardless of who performs those
203 duties. (ii) Within thirty (30) days of receipt by either party of any claim for liability arising from
204 actions within the scope of this contract, the party receiving the claim shall notify the other party
205 of such claim and provide a copy of the claim to the other party, if it is in written form. Nothing

206 in this article shall be construed to limit the right of either party to assert such affirmative
207 defenses and file such cross complaints as may be appropriate in relation to any claim affecting
208 the liability of such party.

209 (e) In the event the AGENCY is found to be operating the Project facilities in
210 violation of this contract, then upon the election of the Contracting Officer, the UNITED
211 STATES may take over from the AGENCY, the care, operation, and maintenance of the
212 transferred facilities by giving written notice to the AGENCY of such election and of the
213 effective date thereof. Thereafter, during the period of operation by the UNITED STATES, the
214 AGENCY shall pay to the UNITED STATES annually, in advance, the cost of operation and
215 maintenance of such facilities as prescribed in notices from the Contracting Officer to the
216 AGENCY. Such facilities may be retransferred to the AGENCY in the manner originally
217 transferred.

218 **Grant of Real Property Interest**

219 8. Within 12 months of the AGENCY's approval of the UNITED STATES Notice
220 of Completion of Construction of the Project facilities, or as soon thereafter as practicable, the
221 UNITED STATES shall grant to AGENCY title to the Project facilities, and a recordable
222 indefeasible easement, easements, or other interest in lands, in a form acceptable to the County of
223 Placer, sufficient to provide AGENCY with permanent, year-round access to all Project facilities
224 and to the Auburn Ravine Tunnel, for maintenance, operation, enlargement, repair,
225 reconstruction, and, if necessary for continued reliable operation, for relocation of Project
226 facilities, and for electrical power lines necessary to operate and maintain the Project. Said real
227 property interests shall include sufficient rights to allow the AGENCY access to the river for

228 future construction and operation of facilities to divert water pursuant to its appropriative rights
229 under its Middle Fork Project, and also to allow diversion and conveyance of a total of 25 cfs of
230 American River flows to Georgetown Divide Public Utility District, pursuant to PL 101-514,
231 from the Project intake, diversion, conveyance and pumping facilities if and when such
232 conveyance is necessary.

233

234 End of Section B.

235 **SECTION C.**

236 **TRANSFER OF PROJECT FACILITIES**

237 Upon acceptance by the AGENCY of Title to the Project facilities , the provisions in
238 Section A. AConstruction of Project Facilities@ and Section B. AOperations and Maintenance of
239 Project Facilities,@ shall no longer be applicable. Instead, the provisions of Articles 1 and 2 and
240 Sections C and D will be effective throughout the remaining life of this Contract.

241 **Obligations of the Parties Following Transfer of Project Facilities**

242 9. (a) Upon acceptance of title to Project facilities and easements by the
243 AGENCY, the AGENCY shall have sole responsibility for operation, maintenance, repair and
244 reconstruction of such Project facilities, including any damage caused by any previous
245 disturbance to the American River canyon related to construction of Auburn Dam. The UNITED
246 STATES shall be relieved of its obligation to provide pumping of water to the AGENCY as set
247 forth in the Land Purchase Contract.

248 (b) The UNITED STATES shall cooperate and assist the AGENCY in the
249 AGENCY's efforts to fully access, divert and utilize its water entitlements under its water rights.

250 (c) The UNITED STATES shall retain, beyond the date on which AGENCY
251 accepts title to Project facilities, all responsibility for ensuring public safety associated with
252 public access to or use of the water within the American River canyon and the land surrounding
253 the Project, including those areas within and upstream of the Project facilities site that have been
254 affected by the UNITED STATES' Auburn Dam project.

255 **Future Projects**

256 10. (a) In the event that the UNITED STATES makes or permits changes to the
257 course or channel of the American River or to the American River canyon slopes, features or
258 improvements other than as provided for in Article 9 above, which change or impair the
259 AGENCY's ability to divert or pump water from the American River, UNITED STATES shall
260 assist AGENCY in AGENCY's efforts to modify, construct or adjust, as necessary and to
261 AGENCY's satisfaction, the Project facilities constructed pursuant to this Agreement so that the
262 AGENCY shall continue to have access to American River water in the same amount, and at the
263 same rate, as it had prior to such changes. Such assistance shall include any necessary
264 modification to AGENCY's real property rights granted pursuant to Article 8 herein above,
265 expeditious design review of proposed facilities, and assistance in obtaining prompt
266 environmental review and permits as may be needed to avoid or minimize disruption in
267 AGENCY's water supply.

268 (b) The UNITED STATES' obligations under this Agreement shall continue,
269 notwithstanding any transfer of title or possession to its lands within the American River canyon,

270 unless and until the AGENCY agrees in writing to delegation of such obligations to a third party
271 or release of such obligations.

272 (c) Notwithstanding the provisions of Article 9 (a), in the event that the
273 UNITED STATES constructs a dam and reservoir in the American River canyon that inundates
274 or otherwise impairs the operation of the Project facilities, the UNITED STATES shall have the
275 obligation, without cost to the AGENCY, to relocate, replace or modify the Project facilities to
276 assure their continued enjoyment and use by the AGENCY. If a dam is constructed, the
277 AGENCY may salvage any structures or equipment from Project Facilities without payment to
278 the UNITED STATES. The UNITED STATES shall cooperate and assist the AGENCY in
279 AGENCY=s efforts to fully access, divert and utilize its water entitlements under its water rights,

280 SECTION D.

281 GENERAL PROVISIONS

282 **Hazardous Material**

283 11. (a) The AGENCY shall comply with all applicable Federal, State, and local
284 laws and regulations, and Reclamation policies and instructions, existing or hereafter enacted or
285 promulgated, concerning any hazardous material that will be used, produced, transported, stored,
286 or disposed of on or in lands, waters, or facilities owned by the UNITED STATES or
287 administered by Reclamation.

288 (b) "Hazardous material" means any substance, pollutant or contaminant listed
289 as hazardous under the Comprehensive Environmental Response, Compensation, and Liability
290 Act of 1980, as amended, 43 U.S.C. § 1901, et seq., and the regulations promulgated pursuant to
291 that Act.

292 (c) To the extent provided by law, the AGENCY may not allow
293 contamination of lands, waters or facilities owned by the UNITED STATES or administered by
294 Reclamation by hazardous materials, thermal pollution, refuse, garbage, sewage effluent,
295 industrial waste, petroleum products, mine tailings, mineral salts, pesticides (including but not
296 limited to, the misuse of pesticides), pesticide containers, or any other pollutants.

297 (d) The AGENCY shall report to Reclamation, within 24 hours of becoming
298 aware of its occurrence, any event which may or does result in pollution or contamination
299 adversely affecting lands, water or facilities owned by the UNITED STATES or administered by
300 Reclamation.

301 (e) Any intentional violation of any of the provisions of this Article shall
302 constitute grounds for initiation of the procedure for immediate termination of this contract and
303 shall make the AGENCY liable for the cost of full and complete remediation and/or restoration
304 of any Federal resources or facilities that are adversely affected as a result of the violation.

305 (f) The AGENCY agrees to include the provision contained in paragraphs (a)
306 through (e) of this Article in any subcontract or third party contract it may enter into pursuant to
307 this contract.

308 (g) The UNITED STATES agrees to provide information necessary for the
309 AGENCY, using reasonable diligence, to comply with this Article.
310

311 **Notices**

312 12. Any notice, demand, or request authorized or required by this contract shall be
313 deemed to have been given, on behalf of the AGENCY, when mailed, postage prepaid, or
314 delivered to the Area Manager, Central California Area Office, Bureau of Reclamation, 7794
315 Folsom Dam Road, Folsom, California 95630-1799, and on behalf of the UNITED STATES,
316 when mailed, postage prepaid, or delivered to the Board of Directors of the Placer County Water
317 Agency, P.O. Box 6570, Auburn, California 95604. The designation of the addressee or the
318 address may be changed by notice given in the same manner as provided in this Article for other
319 notices.
320

321 **Contingent on Appropriation or Allotment of Funds**

322 13. The expenditure or advance of any money or the performance of any obligation of
323 the UNITED STATES under this contract shall be contingent upon appropriation or allotment of
324 funds. Absence of appropriation or allotment of funds shall not relieve the AGENCY from any
325 obligations under this contract. No liability shall accrue to the UNITED STATES in case funds
326 are not appropriated or allotted.
327
328

329 **Officials not to Benefit**

330
331 14. No Member of Congress or official of the AGENCY shall benefit from this
332 contract other than as a water user or landowner in the same manner as other water users or
333 landowners.
334

335 **Assignment Limited - Successors and Assigns Obligated**

336
337 15. The provisions of this contract shall apply to and bind the successors and assigns
338 of the parties hereto, but no assignment or transfer of this contract or any right or interest therein
339 shall be valid until approved in writing by the Contracting Officer.
340
341

342 **Books, Records, and Reports**

343
344 16. The AGENCY shall establish and maintain accounts and other books and records
345 pertaining to administration of the terms and conditions of this contract, including the
346 AGENCY's financial transactions and other matters that the Contracting Officer may require.
347 Reports thereon shall be furnished to the Contracting Officer in such form and on such date or
348 dates as the Contracting Officer may require. Subject to applicable Federal laws and regulations,
349 each party to this contract shall have the right during office hours to examine and make copies of
350 the other party's books and records relating to matters covered by this contract.
351

352
353 **Clean Air and Water**

354
355 17. (a) The AGENCY agrees as follows:

356 (1) To comply with all the requirements of Section 114 of the Clean
357 Air Act, as amended (42 U.S.C. 1857, et seq., as amended by Public Law
358 91-604) and Section 308 of the Federal Water Pollution Control Act (33
359 U.S.C. 1251 et seq., as amended by Public Law 92-500), respectively,
360 relating to inspection, monitoring, entry, reports, and information, as well
361 as other requirements specified in Section 114 and Section 308 of the Air
362 Act and the Water Act, respectively, and all regulations and guidelines
363 issued thereunder before the execution of this contract.
364

365 (2) That no portion of the work required by this contract will be
366 performed in a facility listed on the Environmental Protection Agency List
367 of Violating Facilities on the date when this contract was executed unless
368 and until the EPA eliminates the name of such facility or facilities from
369 such listing.
370

371 (3) To use its best efforts to comply with clean air standards and clean
372 water standards at the facility where the contract work is being performed.
373

374 (4) To insert the substance of the provisions of this article into any
375 nonexempt subcontract, including this paragraph (a)(4).
376

377 (b) The terms used in this article have the following meanings:

378 (1) The term "Air Act" means the Clean Air Act, as amended
379 (42 U.S.C. 1857 et seq., as amended by Public Law 91-604).
380

381 (2) The term "Water Act" means Federal Water Pollution Control Act,
382 as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
383
384

385 (3) The term "clean air standards" means any enforceable rules,

386 regulations, guidelines, standards, limitations, orders, controls,
387 prohibitions, or other requirements which are contained in, issued under,
388 or otherwise adopted pursuant to the Air Act or Executive Order 11738,
389 an applicable implementation plan as described in Section 110(d) of the
390 Clean Air Act (42 U.S.C. 1857c-5(d)), an approved implementation
391 procedure or plan under Section 111(c) or Section 111(d), respectively, of
392 the Air Act (42 U.S.C. 1857c-6(c) or (d)), or an approved implementation
393 procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).
394

395 (4) The term "clean water standards" means any enforceable
396 limitation, control, condition, prohibition, standard, or other requirement
397 which is promulgated pursuant to the Water Act or contained in a permit
398 issued to a discharger by the Environmental Protection Agency or by a
399 State under an approved program, as authorized by Section 402 of the
400 Water Act (33 U.S.C. 1342), or by local government to ensure compliance
401 with pretreatment regulations as required by Section 307 of the Water Act
402 (33 U.S.C. 1317).
403

404 (5) The term "comply" means compliance with clean air or water
405 standards. Comply shall also mean compliance with a schedule or plan
406 ordered or approved by a court of competent jurisdiction, the
407 Environmental Protection Agency or an air or water pollution control
408 agency in accordance with the requirements of the Air Act or Water Act
409 and regulations issued pursuant thereto.
410

411 (6) The term "facility" means any building, plant, installation,
412 structure, mine, vessel or other floating craft, location, or site of
413 operations, owned, leased, or supervised by a contractor or subcontractor,
414 to be utilized in the performance of a contract or subcontract. Where a
415 location or site of operations contains or includes more than one building,
416 plant, installation, or structure, the entire location or site shall be deemed
417 to be a facility except where the Director, Office of Federal Activities,
418 Environmental Protection Agency, determines that independent facilities
419 are collocated in one geographical area.
420

421 **Equal Employment Opportunity**

422
423
424 18. During the performance of this contract, the AGENCY agrees as follows:
425

426 (a) The AGENCY will not discriminate against any employee or applicant for
427 employment because of race, color, religion, sex, disability, or national origin. The AGENCY
428 will take affirmative action to ensure that applicants are employed, and that employees are treated
429 during employment, without regard to their race, color, religion, sex, disability, or national

430 origin. Such action shall include, but not be limited to, the following: Employment, upgrading,
431 demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay
432 or other forms of compensation; and selection for training, including apprenticeship. The
433 AGENCY agrees to post in conspicuous places, available to employees and applicants for
434 employment, notices to be provided by the Contracting Officer setting forth the provisions of this
435 nondiscrimination clause.

436
437 (b) The AGENCY will, in all solicitations or advertisements for employees
438 placed by or on behalf of the AGENCY, state that all qualified applicants will receive
439 consideration for employment without discrimination because of race, color, religion, sex,
440 disability, or national origin.

441 (c) The AGENCY will send to each labor union or representative of workers with
442 which it has a collective bargaining agreement or other contract or understanding, a notice to be
443 provided by the Contracting Officer, advising the said labor union or worker's representative of
444 the AGENCY's commitments under Section 202 of Executive Order 11246 of September 24,
445 1965, and shall post copies of the notice in conspicuous places available to employees and
446 applicants for employment.

447
448 (d) The AGENCY will comply with all provisions of Executive Order No. 11246
449 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the
450 Secretary of Labor.

451
452 (e) The AGENCY will furnish all information and reports required by said
453 amended Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or
454 pursuant thereto, and will permit access to its books, records, and accounts by the Contracting
455 Officer and the Secretary of Labor for purposes of investigation to ascertain compliance with
456 such rules, regulations, and orders.

457
458 (f) In the event of the AGENCY's noncompliance with the nondiscrimination
459 clauses of this contract or with any of such rules, regulations, or orders, this contract may be
460 canceled, terminated, or suspended, in whole or in part, and the AGENCY may be declared
461 ineligible for further Government contracts in accordance with procedures authorized in said
462 amended Executive Order, and such other sanctions may be imposed and remedies invoked as
463 provided in said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as
464 otherwise provided by law.

465
466 (g) The AGENCY will include the provisions of paragraphs (a) through (g) in
467 every subcontract or purchase order unless exempted by the rules, regulations, or orders of the
468 Secretary of Labor issued pursuant to Section 204 of said amended Executive Order, so that such
469 provisions will be binding upon each subcontractor or vendor. The AGENCY will take such
470 action with respect to any subcontract or purchase order as may be directed by the Secretary of
471 Labor as a means of enforcing such provisions, including sanctions for noncompliance:
472 Provided, however, That in the event the AGENCY becomes involved in, or is threatened with,
473 litigation with a subcontractor or vendor as a result of such direction, the AGENCY may request

474 the UNITED STATES to enter into such litigation to protect the interests of the UNITED
475 STATES.

476
477 **Compliance with Civil Rights Laws and Regulations**

478
479 19. (a) The AGENCY shall comply with Title VI of the Civil Rights Act of 1964
480 (42 U.S.C. 2000d), Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112, as amended), the
481 Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), Title II of the Americans with
482 Disabilities Act of 1990 if the entity is a State or local government entity [Title III if the entity is
483 a non-government entity], and any other applicable civil rights laws, as well as with their
484 respective implementing regulations and guidelines imposed by the U.S. Department of the
485 Interior and/or Bureau of Reclamation.

486 (b) These statutes require that no person in the UNITED STATES shall, on the
487 grounds of race, color, national origin, disability, or age, be excluded from participation in, be
488 denied the benefits of, or be otherwise subjected to discrimination under any program or activity
489 receiving financial assistance from the Bureau of Reclamation. By executing this contract, the
490 AGENCY agrees to immediately take any measures necessary to implement this obligation,
491 including permitting officials of the UNITED STATES to inspect premises, programs, and
492 documents.

493
494 (c) The AGENCY makes this agreement in consideration of and for the purpose
495 of obtaining any and all Federal grants, loans, contracts, property discounts, or other Federal
496 financial assistance extended after the date hereof to the AGENCY by the Bureau of
497 Reclamation, including installment payments after such date on account of arrangements for
498 Federal financial assistance which were approved before such date. The AGENCY recognizes
499 and agrees that such Federal assistance will be extended in reliance on the representations and
500 agreements made in this article and that the UNITED STATES reserves the right to seek judicial
501 enforcement thereof.

502
503 (d) Complaints of discrimination against the AGENCY shall be investigated by
504 the Contracting Officer=s Office of Civil Rights.

505
506 **Certification of Nonsegregated Facilities**

507
508 20. The AGENCY hereby certifies that it does not maintain or provide for its
509 employees any segregated facilities at any of its establishments, and that it does not permit its
510 employees to perform their services at any location under its control, where segregated facilities
511 are maintained. It certifies further that it will not maintain or provide for its employees any
512 segregated facilities at any of its establishments, and that it will not permit its employees to
513 perform their services at any location under its control, where segregated facilities are
514 maintained. The AGENCY agrees that a breach of this certification is a violation of the Equal
515 Employment Opportunity clause in this contract. As used in this certification, the term
516 "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms,
517 restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas,

518 parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing
519 facilities provided for employees which are segregated by explicit directive or are in fact
520 segregated on the basis of race, creed, color, or national origin, because of habit, local custom,
521 disability, or otherwise. The AGENCY further agrees that (except where it has obtained identical
522 certifications from proposed subcontractors for specific time periods) it will obtain identical
523 certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000
524 which are not exempt from the provisions of the Equal Employment Opportunity clause; that it
525 will retain such certifications in its files; and that it will forward the following notice to such
526 proposed subcontractors (except where the proposed subcontractors have submitted identical
527 certifications for specific time periods):

528

529 NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR
530 CERTIFICATIONS OF NONSEGREGATED FACILITIES

531

532 A Certification of Nonsegregated Facilities must be submitted prior to the award of a
533 subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal
534 Employment Opportunity clause. The certification may be submitted either for each
535 subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or
536 annually). Note: The penalty for making false statements in offers is prescribed in
537 18 U.S.C. 1001.

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IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written.

THE UNITED STATES OF AMERICA

By: _____
Regional Director, Mid-Pacific Region
Bureau of Reclamation

(SEAL)

PLACER COUNTY WATER AGENCY

By: _____
Chair

Attest:

Secretary