

ARTICLE 2

(d) The Contracting Officer shall make a determination ten years after the date of execution of this Contract, and every ~~5~~ five years thereafter during the term of this Contract, of whether a conversion to a contract under ~~said~~ subsection 9(d) of the Reclamation Project Act of 1939 can be accomplished pursuant to the Act of July 2, 1956 (Public Law 643). The Contracting Officer shall also make a determination ten years after the date of execution of this Contract and every ~~5~~ five years thereafter during the term of this Contract of whether a conversion to a contract under subsection 9(c)(1) of the Reclamation Project Act of 1939 can be accomplished. Notwithstanding any provision of this ~~contract~~ Contract, the Contractor reserves and shall have all rights and benefits under Public Law 643. The Contracting Officer anticipates that during the term of this Contract, all authorized Project construction expected to occur will have occurred, and on that basis the Contracting Officer agrees upon such completion to allocate all costs that are properly assignable to the Contractor, and agrees further that, at any time after such allocation is made, and subject to satisfaction of the condition set out in this subdivision, this Contract shall, at the request of the Contractor, be converted to a contract under subsection 9(d) ~~Section 9~~ or 9(c)(1), whichever is applicable, of the Reclamation Project Act of 1939, subject to applicable Federal law and under stated terms and conditions mutually agreeable to the Contractor and the Contracting Officer. A condition for such conversion to occur shall be a determination by the Contracting Officer that, account being taken of the amount credited to return by the Contractor as provided for under Federal Reclamation law, the remaining amount of construction costs assignable for ultimate return by the Contractor can probably be repaid to the United States within the term of a

contract under ~~said~~ subsection 9(d) ~~Section 9~~ or 9(c)(1), whichever is applicable. If the remaining amount of costs that are properly assignable to the Contractor cannot be determined during the term of this Contract, the Contracting Officer shall notify the Contractor, and provide the reason(s) why such a determination could not be made. Further, the Contracting Officer shall make such a determination as soon thereafter as possible so as to permit, upon request of the Contractor and satisfaction of the condition set out above, conversion to a contract under ~~said~~ subsection 9(d) or 9(c)(1), whichever is applicable. In the event such determination of costs has not been made at a time which allows conversion of this Contract during the term of this Contract or the Contractor has not requested conversion of this Contract within such term, the parties shall incorporate in any subsequent renewal contract as described in subdivision (b) of this Article a provision that carries forth in substantially identical terms the provisions of this subdivision.