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Exhibit A – Payment Schedule(s)
UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Delta Division, Central Valley Project, California

CONTRACT BETWEEN THE UNITED STATES OF AMERICA
AND
SAN LUIS & DELTA-MENDOTA WATER AUTHORITY
FOR THE REPAYMENT OF EXTRAORDINARY
MAINTENANCE COSTS FOR THE C.W. “BILL” JONES PUMPING PLANT

THIS CONTRACT made this ____ day of _____________, 2020, pursuant to the

Reclamation Act of June 17, 1902 (32 Stat. 388), and acts amendatory and supplementary
thereto, including but not limited to, Title IX, Subtitle G, Section 9603 of the Omnibus Public
collectively hereinafter referred to as Federal Reclamation law, between THE UNITED STATES
OF AMERICA, hereinafter referred to as the “United States”, and SAN LUIS & DELTA-
MENDOTA WATER AUTHORITY, hereinafter referred to as the “Authority”, a joint powers
authority duly organized, existing, and acting pursuant to the laws of the State of California;

WITNESSETH, That:

RECITALS

a. The United States has constructed and is operating the Central Valley Project
(CVP), 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 other
beneficial uses, of waters of the Sacramento River, the American River, the Trinity River, and
the San Joaquin River and their tributaries; and
b. The United States and the Authority executed renewal Contract No. 8-07-20-X0354-X, dated January 14, 2020, as amended and supplemented, which transferred the responsibility for operation, maintenance and replacement of a certain portion of CVP, Delta Division facilities, including C.W. “Bill” Jones Pumping Plant, formerly known as the Tracy Pumping Plant, to the Authority; and
c. The United States and the Authority executed Contract No. 17-WC-20-5100, dated February 5, 2018, for repayment of funds provided for Extraordinary Maintenance Work on Unit #6 of the C.W. “Bill” Jones Pumping Plant; and
d. The Authority self-funded Extraordinary Maintenance Work needed for Unit #2 of the C.W. “Bill” Jones Pumping Plant; and
e. Pursuant to Section 9603 of P.L. 111-11, the Secretary of the Interior, acting through Reclamation, is authorized to provide funds for Extraordinary Maintenance Work and to negotiate a contract for repayment of those costs, with interest; and
f. Reclamation, in consultation with the Authority, has determined that Extraordinary Maintenance Work is needed on the C.W. “Bill” Jones Pumping Plant to ensure the continued safe, dependable, and reliable delivery of authorized project benefits of the CVP.

In consideration of the mutual and dependent covenants herein contained, the parties mutually agree as follows:

DEFINITIONS

1. When used in this Contract, the term:

   (a) “Contracting Officer” shall mean the Secretary of the Interior’s duly authorized representative acting pursuant to this Contract or applicable Federal Reclamation law or regulation.
(b) “Existing Contract” shall mean Contract No. 8-07-20-X0354-X, dated January 14, 2020 as amended and supplemented, between the United States and the Authority.

(c) “Extraordinary Maintenance Work” shall mean major, nonrecurring maintenance on the C.W. “Bill” Jones Pumping Plant that is intended to ensure the continued safe, dependable, and reliable delivery of authorized project benefits of the CVP.

(d) “Fiscal Year” shall mean the period October 1 through September 30 of the following year.

(e) “CVP” or “Project” shall mean the Central Valley Project owned by the United States and managed by the Department of the Interior, Bureau of Reclamation.

(f) “Repayment Obligation” shall mean the entire sum of funds provided by the United States to the Authority pursuant to this Contract, plus accrued interest, as determined by the Contracting Officer.

(g) “Substantially Complete” or “Substantial Completion” shall mean the Contracting Officer’s determination, after consultation with the Authority, that the XM Work for a Unit outlined in the XM Work is sufficiently complete so that the United States or the Authority can use, operate, or occupy the specific XM Work facilities for its intended purpose.

(h) “Unit” shall mean a Unit as defined in the XM Work.

(i) “XM Work” shall mean the Extraordinary Maintenance Work consisting of a rewind of Unit #1, Unit #3, Unit #4, and Unit #5 of the C.W. “Bill” Jones Pumping Plant, which includes, but is not necessarily limited to, replacing the existing windings and stator core, and the refurbishment of the motor rotor poles.

(j) “Year” shall mean the period January 1 through December 31, both dates inclusive.
TERM OF THE CONTRACT

2. This Contract shall become effective on the date first written above and shall remain in effect until the Authority has fully repaid its Repayment Obligation to the United States as described in Article 5 herein.

DESCRIPTION OF XM WORK

3. The XM Work is to be performed by the Authority. The XM Work may be modified upon advanced written request by the Authority and advanced approval by the Contracting Officer in accordance with Federal Reclamation law and policy. All designs, specifications, and work performed under this Contract shall be approved in advance and in writing by the Contracting Officer, or as otherwise agreed to in writing at the exclusive discretion of the Contracting Officer. The Contracting Officer shall consider and not withhold approval of reasonable costs incurred for XM Work beginning March 1, 2020.

FUNDS TO BE PROVIDED

4. (a) Unless otherwise agreed at the exclusive discretion of the Contracting Officer, the United States, through Reclamation, shall provide the Authority with funds up to a total of $12,700,000 for all XM Work pursuant to this Contract.

(b) The funds specified in 4(a) in combination with other federal funding received by the Authority for XM Work shall not exceed a maximum of eighty percent (80%) of the sum of costs incurred for XM Work, plus all costs incurred by the Authority directly associated with the rewind work on unit #2 and unit #6 since January 2017, including replacing the existing windings and stator core, and the refurbishment of the motor rotor poles.

(c) Any other external funding that the Authority receives or secures for XM Work shall be reported to the Contracting Officer within thirty (30) days of receipt of such
funding and shall be considered by the Contracting Officer when making any funds available to
the Authority pursuant to this Contract.

(d) The Contracting Officer may provide oversight and inspection of the
XM Work as determined by the Contracting Officer, which shall be reimbursable by the
Authority. The Contracting Officer, after consultation with the Authority, shall provide a
statement of work. The statement of work shall include an estimate of costs to be incurred by the
United States for any inspection and oversight activities to be performed by the Contracting
Officer, including but not limited to the cost of salaries, travel, per diem, leave of employees, and
overhead and general expense of the United States. The statement of work and cost estimate
shall be the basis for the Authority’s estimated obligation for reimbursement of cost incurred by
United States. Should the Contracting Officer determine the actual costs are likely to exceed the
estimated costs, the Contracting Officer shall immediately notify and, after consultation with the
Authority, provide the Authority with a revised written estimate. The Contracting Officer will
retain sufficient funds, not otherwise provided by the Authority, to cover the estimated costs
from the funds provided in Article 4(a) of this Contract and will provide them to the Authority
each month, until the determination in Article 4(f) of this Contract is made, with an accounting
of the United States expenditures from the funds provided; Provided, That the Authority may
comment on each accounting. The oversight and inspection will be coordinated with the
Authority.

(e) Funds may be provided to the Authority in advance of the XM Work;
Provided, That the Authority must provide the Contracting Officer justification for the
immediate need for the requested advance of funds; and Provided further, the Contracting
Officer shall have the final determination of whether or not to grant the requested advance of funds, and if granted, how, and when any installments may be transmitted.

(f) All funds provided to the Authority shall be deposited and maintained in a non-interest bearing fully insured or secured account, until such time as the Authority applies the funds against the XM Work; Provided, That the Authority shall use the funds solely to finance the XM Work; Provided further, That the Authority shall return any and all unexpended, unobligated, or unencumbered funds within thirty (30) days after the date on which the Contracting Officer determines and notifies the Authority in writing that the XM Work is Substantially Complete.

(g) Funds will no longer be provided once the Contracting Officer determines that: (1) the XM Work is Substantially Complete; or (2) the Authority no longer requires additional funds to complete the XM Work; or (3) the amount provided in accordance with Article 4(a) of this Contract has been expended.

Authority’s Repayment Obligation

5. (a) The Authority shall be obligated to repay the Repayment Obligation, which will consist of up to four (4) repayment blocks, one for each Unit identified in the XM Work.

(b) The interest rate used for computing interest on funds provided for XM Work in progress and interest on the unpaid balance of the Repayment Obligation in accordance with this Contract is the Department of the Treasury rate as of the beginning of the Fiscal Year in which each Unit outlined in the XM Work under this Contract has commenced, on the basis of average market yields on outstanding marketable obligations of the United States with the remaining periods of maturity comparable to the applicable reimbursement period of the XM
Work, adjusted to the nearest 1/8 of 1 percent on the unamortized balance of any portion of the Repayment Obligation. Each repayment block will be subject to interest accrual which shall commence on each date funds are advanced by the United States to the Authority and be computed on an annual basis on the unpaid balance of the Repayment Obligation for XM Work under that block, as determined by the Contracting Officer.

(c) Interest accrual shall commence on funds retained by the United States when expended and shall be computed as provided in Article 5(b) of this Contract.

(d) The first installment for each repayment block shall be due and payable on or before the last day of February of the Year following the date on which the Contracting Officer determines and notifies the Authority in writing that a Unit outlined in the XM Work is Substantially Complete.

(e) As soon as practicable following the determination that the XM Work on a Unit is Substantially Complete, and after consultation with the Authority, the Contracting Officer shall provide the Authority with a repayment schedule(s) requiring equal annual installments within the term provided in Article 5(f) of this Contract, beginning with the first installment as provided in Article 5(d) of this Contract, which schedule(s) shall be incorporated into this Contract as Exhibit “A”, and may be updated by the Contracting Officer without amendment of this Contract.

(f) The obligation for repayment for each repayment block will be repaid within twenty-three (23) years from the first installment of each block.

(g) The Authority may, at any time, prepay all or a portion of the unpaid Repayment Obligation balance as provided herein without penalty, notwithstanding any interest accrued.
PRESERVATION OF EXISTING CONTRACT

6. Except as specifically provided herein, the Existing Contract shall continue in full force and effect as originally written, executed, and amended. Any dispute between this Contract and the Existing Contract shall be resolved pursuant to Article 8 of this Contract.

SEVERABILITY

7. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Contract, but this Contract shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein, unless the deletion of such provisions would result in such a material change so as to cause the fundamental benefits afforded the parties to this Contract to become unavailable or materially altered.

RESOLUTION OF DISPUTES

8. Should any dispute arise concerning any provision of this Contract, the Area Manager, South-Central California Area Office, shall meet and confer with the Authority in an attempt to resolve the dispute within sixty (60) days. If the dispute has not been resolved within the sixty (60) days, it shall be referred to the Contracting Officer to resolve the dispute within ninety (90) days.

ENVIRONMENTAL COMPLIANCE

9. (a) The Authority will comply with any applicable environmental measures contained in any environmental documentation prepared in connection with the XM Work.

(b) The Authority will comply with all Federal, state, local, and tribal law, and requirements imposed for protection of the environment and Indian trust assets, including, but

**CONTRACTS WITH THIRD PARTIES**

10. (a) The Authority shall advertise each XM Work construction (as “construction” is defined in the Federal Acquisition Regulations (FAR) at 48 C.F.R. § 2.101), equipment, or supply contract exceeding $25,000 (twenty-five thousand dollars) for competitive bidding. Any action proposed by the Authority other than making the award to the lowest responsible bidder shall be subject to the Contracting Officer’s approval.

(b) For all XM Work construction contracts exceeding $100,000 (one hundred thousand dollars), the Authority shall require construction contractors to furnish performance and payment bonds, each in amounts equal to at least 100 percent of the contract price. For construction contracts exceeding $30,000 (thirty thousand dollars), but not exceeding $100,000 (one hundred thousand dollars), the Contracting Officer shall select at least two of the payment protections set forth in the FAR at 48 C.F.R. § 28.102-1(b)(1), and the Authority shall require the construction contractor to secure one of the selected protections. Supply and equipment contractors may be required to furnish performance bonds on supply or equipment contracts exceeding $100,000 (one hundred thousand dollars) when the contract calls for substantial progress payments before delivery of end items.

(c) The United States shall not be a party to or obligated in any manner by contracts entered into between the Authority and other parties pursuant to this Contract.

**FAILURE TO COMPLETE WORK**

11. (a) In the event that the Authority fails to complete the work to be performed pursuant to this Contract for any reason other than the failure of the United States to appropriate and allocate funds, the Authority shall, upon receipt of written notice from the Contracting Officer, suspend payment on all current contracts and return to the United States any unexpended balance of funds advanced by the United States and contributed by the Authority in such amounts as determined to be equitable by the Contracting Officer. Following delivery of the notice, the Contracting Officer may adopt either of the following two alternatives:

(1) Perform, or cause to be performed, all or any part of the work remaining under this Contract and within the limits of the funds provided herein by the United States and by the Authority for the XM Work, as well as operate and maintain the XM Work concurrently. The Authority shall transfer to the United States custody and use of all equipment, materials, and supplies used or useful in the performance of the work; permit the United States, its contractors, and its agents ingress to and egress from lands, C.W. “Bill” Jones Pumping Plant, and facilities of the Authority for the performance of such work; and assign to the United States the Authority’s interest in any contract for the performance of work
or the supplying of equipment or material in connection with such work where requested by the United States and agreed to by the other contracting party; or

(2) Declare the XM Work Substantially Complete within the provisions of this Contract by giving written notice to the Authority that (a) the construction work on a feature is Substantially Complete, or (b) the feature is providing benefits and services for the intended purpose(s), or (c) the feature is generating revenue, where applicable. Repayment of the loan obligation shall be carried out in accordance with the provisions of this Contract; Provided, That the first annual payment shall become due on the last day of February in the year following the year in which the Authority is notified of such declaration of Substantial Completion.

(b) In the event the United States shall proceed as provided in (a)(1) of this Article, the United States may, at any time and regardless of the progress of work performed thereunder, declare the XM Work Substantially Complete by giving written notice thereof to the Authority, in which event the provisions of (a)(2) of this Article shall apply; Provided, That the loan obligation shall not exceed the limitation specified in this Contract, including all expenditures made pursuant to provisions of (a)(1) of this Article.

(c) Upon giving written notice of XM Work Substantial Completion to the Authority as provided above, the United States shall have the right, without further notice, to take over the care, operation, and maintenance of the Units outlined in the XM Work.

**CHARGES FOR DELINQUENT PAYMENTS**

12. (a) The Authority shall be subject to interest, administrative, and penalty charges on delinquent payments. If a payment is not received by the due date, the Authority shall pay an interest charge on the delinquent payment for each day the payment is delinquent beyond the due date. If a payment becomes sixty (60) days delinquent, the Authority shall pay, in addition to the interest charge, an administrative charge to cover additional costs of billing and processing the delinquent payment. If a payment is delinquent ninety (90) days or more, the Authority shall pay, in addition to the interest and administrative charges, a penalty charge for each day the payment is delinquent beyond the due date, based on the remaining balance of the payment due at the rate of six (6) percent per year. The Authority shall also pay any fees incurred for debt collection services associated with a delinquent payment.

(b) The interest rate charged shall be the greater of either the rate prescribed quarterly in the Federal Register by the Department of the Treasury for application to overdue payments, or the interest rate of 0.5 percent per month. The interest rate charged will be determined as of the due date and remain fixed for the duration of the delinquent period.

(c) When a partial payment on a delinquent account is received, the amount received shall be applied first to the penalty charges, second to the administrative charges, third to the accrued interest, and finally to the overdue payment.
BOOKS, RECORDS, AND REPORTS

13. The Authority shall establish and maintain accounts and other books and records pertaining to administration of the terms and conditions of this Contract, including the Authority’s financial transactions; water supply data; project operation, maintenance, and replacement logs; project lands and rights-of-way use agreements; and other matters that the Contracting Officer may require. Reports shall be furnished to the Contracting Officer in such form and on such date or dates as the Contracting Officer may require. Subject to applicable Federal law and regulations, each party to this Contract shall have the right during officer hours to examine and make copies of the other party’s books and records relating to matters covered by this Contract.

RULES, REGULATIONS, AND DETERMINATIONS

14. (a) The parties agree that the delivery of water or the use of Federal facilities pursuant to this Contract is subject to Federal reclamation law, as amended and supplemented, and the rules and regulations promulgated by the Secretary of the Interior under Federal reclamation law.

(b) The Contracting Officer shall have the right to make determinations necessary to administer this Contract that are consistent with its expressed and implied provisions, the laws of the United States and the State of California, and the rules and regulations promulgated by the Secretary of the Interior. Such determinations shall be made in consultation with the Authority.

GENERAL OBLIGATION—BENEFITS CONDITIONED UPON PAYMENT

15. (a) The obligation of the Authority to pay the United States as provided in this Contract is a general obligation of the Authority notwithstanding the manner in which the obligation may be distributed among the Authority’s water users and notwithstanding the default of individual water users in their obligation to the Authority.

(b) The payment of charges becoming due pursuant to this Contract is a condition precedent to receiving benefits under this Contract.

NOTICES

16. (a) Any notice, demand, or request authorized or required by this Contract shall be deemed to have been given, on behalf of the Authority, when mailed, postage prepaid, or delivered to the Area Manager, South-Central California Area Office, 1243 N Street, Fresno, California 93721, Bureau of Reclamation, and on behalf of the United States, when mailed, postage prepaid, or delivered to the Executive Director of the San Luis & Delta-Mendota Water Authority, PO Box 2157, Los Banos, CA 93635. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this Article for other notices.

(b) This Article 16 shall not preclude the effective service of such notices by other measures.
CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

17. The expenditure or advance of any money or the performance of any obligation of the United States under this Contract shall be contingent upon appropriation or allotment of funds. Absence of appropriation or allotment of funds shall not relieve the Authority from any obligations under this Contract. No liability shall accrue to the United States in case funds are not appropriated or allotted.

OFFICIALS NOT TO BENEFIT

18. No Member of or Delegate to the Congress, Resident Commissioner, or official of the Authority shall benefit from this Contract other than as a water user or landowner in the same manner as other water users or landowners.

ASSIGNMENT LIMITED—SUCCESSION AND ASSIGNS OBLIGATED

19. The provisions of this Contract shall apply to and bind the successors and assigns of the respective parties, but no assignment or transfer of this Contract or any right or interest therein by either party shall be valid until approved in writing by the other party.

EQUAL EMPLOYMENT OPPORTUNITY

20. During the performance of this Contract, the Authority agrees as follows:

(a) The Authority will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Authority will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Authority agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(b) The Authority will, in all solicitations or advertisements for employees placed by or on behalf of the Authority, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(c) The Authority will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee’s essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such
disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Authority’s legal duty to furnish information.

(d) The Authority will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers’ representative of the Authority’s commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The Authority will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules regulations and relevant orders of the Secretary of Labor.

(f) The Authority will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(g) In the event of the Authority’s noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations or orders, this Contract may be canceled, terminated or suspended, in whole or in part and the Authority may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The Authority will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of said Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Authority will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Authority becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Authority may request the United States to enter into such litigation to protect the interests of the United States.

COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

applicable implementing regulations and any guidelines imposed by the U.S. Department of the Interior and/or Bureau of Reclamation.

(b) These statutes prohibit any person in the United States from being excluded from participation in, being denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the Bureau of Reclamation on the grounds of race, color, national origin, disability, or age. By executing this Contract, the Authority agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs and documents.

(c) The Authority makes this Contract in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts or other Federal financial assistance extended after the date hereof to the Authority by the Bureau of Reclamation, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Authority recognizes and agrees that such Federal assistance will be extended in reliance on the representations and agreements made in this Article, and that the United States reserves the right to seek judicial enforcement thereof.

(d) Complaints of discrimination against the Authority shall be investigated by the Contracting Officer’s Office of Civil Rights.

CERTIFICATION OF NONSEGREGATED FACILITIES

22. The Authority hereby certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Authority agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, disability, or otherwise. The Authority further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Employment Opportunity clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):
NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

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

MEDIUM FOR TRANSMITTING PAYMENTS

23. (a) All payments from the Authority to the United States under this Contract shall be by the medium requested by the United States on or before the date payment is due. The required method of payment may include checks, wire transfers, or other types of payment specified by the United States.

(b) Upon execution of the Contract, the Authority shall furnish the Contracting Officer with the Authority’s taxpayer’s identification number (TIN). The purpose for requiring the Authority’s TIN is for collecting and reporting any delinquent amounts arising out of the Authority’s relationship with the United States.

CONTRACT DRAFTING CONSIDERATIONS

24. This Contract has been negotiated and reviewed by the parties hereto, each of whom is sophisticated in the matters to which this Contract pertains. Articles 1 through 24 of this Contract have been drafted, negotiated, and reviewed by the parties, and no one party shall be considered to have drafted the stated Articles.
IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

UNITED STATES OF AMERICA

By: ____________________________________
Regional Director
Interior Region 10: California-Great Basin
Bureau of Reclamation

(SEAL)

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

By: ____________________________________
Chief Operating Officer

Attest:

By: ____________________________________
General Counsel
EXHIBIT A

San Luis & Delta-Mendota Water Authority
Delta Division, Central Valley Project

PAYMENT SCHEDULE(s)