

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

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE MADERA-  
CHOWCHILLA WATER & POWER AUTHORITY TO TRANSFER THE OPERATION,  
MAINTENANCE AND REPLACEMENT AND CERTAIN FINANCIAL AND  
ADMINISTRATIVE ACTIVITIES RELATED TO THE MADERA CANAL AND  
ASSOCIATED WORKS

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Exhibit A: List of Project Works

Exhibit B: List of Obligations to Convey and Distribute Water In and From the Project Works

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1 AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE MADERA-  
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4 ADMINISTRATIVE ACTIVITIES RELATED TO THE MADERA CANAL AND  
5 ASSOCIATED WORKS

Central Valley Project, California

6 THIS AGREEMENT, effective the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, (“Effective Date”)  
7 in pursuance generally of the Act of Congress of June 17, 1902 (32 Stat.388), and the acts  
8 amendatory thereof or supplementary thereto, including Section 5 of the Act of August 13, 1914  
9 (38 Stat. 687), all collectively hereinafter referred to as the Federal Reclamation laws, between  
10 the UNITED STATES OF AMERICA, hereinafter referred to as the United States, and the  
11 MADERA-CHOWCHILLA WATER & POWER AUTHORITY, hereinafter referred to as the  
12 Authority, a public agency of the State of California, duly organized, existing, and acting  
13 pursuant to the laws of the State of California. The United States and the Authority are referred  
14 to collectively as the “Parties,” and individually as a “Party.”

15 WITNESSETH, That:

16 RECITALS

17 a. The United States Bureau of Reclamation has constructed the Friant Division,  
18 Central Valley Project (Project), for storage, diversion, carriage and distribution of water for  
19 agricultural, flood control, municipal, industrial, domestic and other beneficial uses and  
20 purposes; and

21           b.       The Authority represents the Madera Irrigation District and the Chowchilla Water  
22 District both districts being water users who contract with the United States for water service  
23 provided by the Friant Division of the Project; and

24           c.       The United States operates the Friant Division of the Project for the benefit,  
25 among others, of the water users represented by the Authority; and

26           d.       The Authority has operated and maintained the Madera Canal and appurtenant  
27 facilities continuously from September 20, 1985 to February 28, 1998, pursuant to that certain  
28 Cooperative Contract No. 6-FC-20-03680 between the Parties, dated September 20, 1985, and  
29 since March 1, 1998 without an executed OM&R agreement between the Parties to the Effective  
30 Date. The Authority requested a contract for the continued OM&R of the Project Works; and

31           f.       The Authority has demonstrated its ability to operate and maintain such facilities  
32 to the satisfaction of the Contracting Officer and in a manner which best and most economically  
33 serves the water users relying on those facilities; and

34           g.       The Parties acknowledge that since March 1, 1998 the Authority has operated and  
35 maintained the Project Works without an executed OM&R agreement.

36           h.       It is deemed to be in the best interests of the Parties and the Project's water users  
37 that the continued OM&R, as well as certain administrative and financial activities, of the Project  
38 Works continue to be transferred to the Authority as the Operating Non-Federal Entity by  
39 executing the Transfer Agreement; and

40           i.       The United States also believes it to be in the best interests of the Parties and the  
41 Project's water users to transfer to the Authority the administrative and financial responsibility to  
42 continue to perform and hereafter fund the Authority's OM&R of the Project Works while the

43 United States retains the responsibility to fund Capital Improvement costs of the Project Works;  
44 and

45 j. The Authority is willing to continue to assume the OM&R of the Project Works  
46 as the Operating Non-Federal Entity and perform the enumerated administrative and financial  
47 activities in accordance with the terms and conditions herein set forth; and

48 k. The National Environmental Policy Act compliance requirement for execution of  
49 this Agreement has been met by the Categorical Exclusion dated \_\_\_\_\_, 2020; and

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

52 DEFINITIONS

53 1. When used in this Agreement, the term:

54 (a) “Capital Improvement” shall mean any activity that extends the useful life  
55 of a property, plant or equipment asset, expands the capacity or efficiency of an asset, or  
56 otherwise upgrades an asset to serve needs different from, or significantly greater than, an asset’s  
57 current use, or as defined in the *Blue Book* entitled Federal Replacements, Units, Service Lives,  
58 Factors, as amended or in accordance with Federal law and accounting standards, or any other  
59 regulations, policies, guidelines, or instructions adopted thereunder.

60 (b) “Fiscal Year” shall mean the period from and including the first day of  
61 October of each calendar year through and including the last day of September of the following  
62 calendar year.

63 (c) “Operation, Maintenance and Replacement” or “OM&R” shall mean the  
64 complete operation and maintenance of the Project Works, including performing, funding, and

65 financing such repairs and replacements as are normally considered part of annual operation and  
66 maintenance functions and not considered Capital Improvement costs of the Project. OM&R  
67 shall include the performance, funding, and financing of emergency or unusual operation and  
68 maintenance or extraordinary operation and maintenance costs, unusual or extraordinary repair  
69 or replacement costs, and betterment costs, but only to the extent the costs thereof are not  
70 considered Capital Improvement costs of the Project. Notwithstanding the foregoing, OM&R  
71 shall also include Capital Improvements, as that term is defined in Article 1(a) which the  
72 Authority chooses to accomplish and finance pursuant to Article 5(b).

73 (d) "Other Water" shall mean water other than water conveyed or delivered  
74 pursuant to Water Delivery Contracts which the United States has a legal or contractual  
75 obligation to convey or deliver through the Project Works. Other Water includes, without  
76 limitation, water to be conveyed through the Project Works (1) pursuant to contracts under the  
77 Warren Act (43 USC 523, et seq.), Section 305 of the Act of March 5, 1992 (106 Stat. 59),  
78 Section 3408(c) of the Central Valley Project Improvement Act (106 Stat. 4706), and  
79 Section 215 of the Reclamation Reform Act of 1982 (96 Stat. 1263); (2) under other wheeling or  
80 conveyance agreements binding on the Secretary; (3) in accordance with agreements for  
81 conveyance of water to wildlife refuges and wildlife management areas; and (4) to satisfy other  
82 legally imposed obligations of the Secretary.

83 (e) "Party Entitled to Utilize or Receive Other Water" shall mean the party  
84 required to pay the Authority the amounts described in Article 12 in connection with the delivery  
85 of Other Water. In the case of Other Water delivered to satisfy agreements for conveyance of  
86 water to wildlife refuges and wildlife management areas, as well as other legally imposed

87 obligations of the Secretary, the Party Entitled to Utilize or Receive Other Water (and therefore  
88 required to pay the Authority the amounts described in Article 12 in connection with the delivery  
89 thereof) shall be the Contracting Officer.

90 (f) “Project” shall mean the Central Valley Project owned by the United  
91 States and managed by the Department of the Interior, Bureau of Reclamation.

92 (g) “Project Water” shall mean all water that is developed, diverted, stored, or  
93 delivered by the Secretary in accordance with the statutes authorizing the Project and in  
94 accordance with the terms and conditions of water rights acquired pursuant to California law.

95 (h) “Project Works” shall mean those facilities listed or described on the  
96 attached Exhibit A, which are incorporated herein by this reference, including: the Madera Canal  
97 and related in-line control facilities; wasteways, laterals, holding reservoirs, turnouts and  
98 measuring devices, associated water level control devices and water level recording instruments;  
99 appurtenant equipment, structures and maintenance buildings; and such other facilities as the  
100 Parties may agree by modification of Exhibit A, without amending this Agreement.

101 (i) “Secretary” or “Contracting Officer” shall mean the Secretary of the  
102 United States Department of the Interior or his/her duly authorized representative.

103 (j) “Substantial Change” shall mean a modification in, or addition to, Project  
104 Works which involves changes in the original design intent, function, and/or operational  
105 parameters of the facility, or changes in benefits of the Project Works, including non-routine  
106 maintenance activities that involve construction or reconstruction of a portion of the facility.

107 (k) “Water Delivery Contract” shall mean (1) any contract entered into by the  
108 Secretary under the provisions of Sections 9(c), 9(d) or 9(e) of the Reclamation Project Act of



109 1939 [43 USC 485h (c), (d) and (e)] or Section 3404 of the Central Valley Project Improvement  
110 Act (106 Stat. 4706) pursuant to which Project Water is to be supplied from or through the  
111 Project Works and (2) any exchange contract, water rights settlement contract or similar  
112 agreement pursuant to the terms of which water is to be supplied by the Secretary from or using  
113 the Project Works.

114 (l) “Water Delivery Contractor” shall mean a party holding a Water Delivery  
115 Contract with the United States.

116 TERM OF AGREEMENT

117 2. (a) This Agreement shall be effective as of the Effective Date and shall  
118 remain in effect for thirty-five (35) years thereafter; *Provided, That* this Agreement is not  
119 terminated at an earlier date pursuant to Article 2(b) below. Subject to modification acceptable  
120 to the Contracting Officer and the Authority, the Authority shall have the option to renew this  
121 Agreement for successive periods not to exceed thirty-five (35) years each by providing written  
122 notice of such to the Contracting Officer not more than one (1) year, but not less than six (6)  
123 months, prior to the end of the then-current term, unless by mutual agreement to renew sooner.

124 (b) The Contracting Officer may terminate this Agreement at any time before  
125 the expiration of its term whenever the Contracting Officer determines that the Authority is in  
126 substantial violation of the Agreement as provided in this Article 2(b); *Provided, That* prior to  
127 the effective date of any such termination, the Contracting Officer shall first notify the Authority  
128 in writing of, the specific purported deficiencies of the Authority in carrying out the terms and  
129 conditions of this Agreement. It is the intent of the Parties that disputes be resolved pursuant to  
130 this Article 2(b) as expeditiously as is reasonably possible without the necessity of other relief at

131 law or in equity. If after the designated representative of the Authority has met with the  
132 Contracting Officer or his or her designated representative and attempt in good faith and with the  
133 use of best efforts to resolve any dispute arising from the purported deficiency an agreement is  
134 not reached, the Contracting Officer may issue a notice of proposed termination, which includes  
135 the specific deficiencies of the Authority's performance under this Agreement. The Authority  
136 shall have at least ninety (90) days from receipt of the written notice of proposed termination to  
137 correct all deficiencies referred to in said written notice; *Provided, That* in the event of a  
138 condition which threatens the safety or integrity of the Project Works, the Contracting Officer  
139 may specify a shorter correction period which the Contracting Officer determines to be  
140 appropriate under the circumstances. In the event the Authority does not correct all deficiencies  
141 referred to in said written notice within the applicable period, the Contracting Officer may  
142 thereafter terminate this Agreement upon thirty (30) days prior written notice to the Authority.  
143 Any termination pursuant to this Article shall be subject to the rights and obligations of the  
144 Parties as more specifically set forth in this Agreement.

145 (c) The Authority may at any time, upon giving twelve (12) months written  
146 notice, terminate this Agreement; *Provided, That* such termination shall not relieve the Authority  
147 of any of its duties, liabilities or obligations accruing from the Effective Date of this Agreement  
148 to the effective date of such termination, except insofar as the Authority lacks funding to perform  
149 such obligations due to a failure by the United States to meet any of its obligations under this  
150 Agreement.

151 (d) Upon any termination of this Agreement, the United States will take over  
152 from the Authority the care, OM&R of the Project Works and the Authority shall transfer to the

153 United States (1) title to all tools, vehicles, supplies, and equipment transferred under the original  
154 agreement 6-FC-20-03680 (to the extent still on hand) or purchased by the Authority for the  
155 purposes of this Agreement, and (2) any funds in its possession which were collected for, or  
156 allocated to, the OM&R of the Project Works for the then-current Fiscal Year which are in  
157 excess of the obligations of the Authority for the OM&R of the Project Works. All other funds  
158 and reserves in the Authority's possession, including without limitation all other funds collected  
159 for, or allocated to, the OM&R of the Project Works and the reserve funds established under  
160 Article 14 shall be retained or distributed by the Authority in accordance with the direction of the  
161 Authority's board of directors.

162 (e) An Agreement review must be performed at least every fifteen (15) years.  
163 A more frequent review will be established if determined to be appropriate by the Contracting  
164 Officer. The review and update will be limited to focus on this Agreement's standard articles  
165 and incorporation of any new statutory requirements applicable to this Agreement.

166 OPERATION AND MAINTENANCE OF PROJECT WORKS

167 3. (a) The Contracting Officer has transferred, and the Authority has accepted  
168 and assumed the care, OM&R of the Project Works. Title to the Project Works will remain in  
169 the name of the United States, unless otherwise provided by the Congress of the United States.

170 (b) The Authority, without expense to the United States, will care for, OM&R  
171 the Project Works in full compliance with the terms of this Agreement and in such a manner that  
172 the Project Works remain in good and efficient condition, subject to exercise of discretion to  
173 fund and carry out Capital Improvements, as described below in Article 5(b).

174 (c) Necessary repairs of the Project Works will be made promptly by the  
175 Authority. In case of unusual conditions or serious deficiencies in the OM&R of the Project  
176 Works threatening or causing interruption of water service, the Contracting Officer may issue to  
177 the Authority a special written notice of those necessary repairs. Except in the case of an  
178 emergency, the Authority will be given sixty (60) days to either make the necessary repairs or  
179 submit a plan for accomplishing the repairs acceptable to the Contracting Officer. In the case of

180 an emergency, or if the Authority fails to either make the necessary repairs or submit a plan for  
181 accomplishing the repairs acceptable to the Contracting Officer within sixty (60) days of receipt  
182 of the notice, the Contracting Officer may cause the repairs to be made, and the cost of those  
183 repairs will be paid by the Authority as directed by the Contracting Officer.

184 (d) The Authority will not make any Substantial Changes in the Project  
185 Works without first obtaining written consent of the Contracting Officer.

186 (e) The Authority agrees to indemnify the United States for, and hold the  
187 United States and all of its representatives harmless from, all damages resulting from suits,  
188 actions, or claims of any character, except for intentional torts committed by employees of the  
189 United States, brought on account of any injury to any person or property arising out of any act,  
190 omission, neglect, or misconduct in the manner or method of performing any construction, care,  
191 operation, maintenance, supervision, examination, inspection, or other duties of the Authority or  
192 the United States on Project Works required under this Agreement, regardless of who performs  
193 those duties;

194 *Provided, That* for the purposes of this Article 3(e), the term “intentional torts”  
195 includes acts or omissions under California law that constitute gross or willful misconduct, gross  
196 or willful negligence; and, provided further, that the term “employees of the United States,”  
197 includes agents and independent contractors who are directly responsible to the United States.

198 (f) Omitted.

199 (g) In the event the Authority is found to be operating the Project Works or  
200 any part thereof in violation of this Agreement or the Authority is found to be failing any  
201 financial commitments or other commitments to the United States under the terms and conditions  
202 of this Agreement, then upon the election of the Contracting Officer, the United States may take  
203 over from the Authority the care, OM&R of the Project Works by giving written notice to the  
204 Authority of such election and the effective date thereof. Thereafter, during the period of  
205 operation by the United States, upon notification by the Contracting Officer the Authority will  
206 pay to the United States, annually in advance, the cost of the OM&R of the Project Works as  
207 determined by the Contracting Officer. Following written notification from the Contracting  
208 Officer the care, OM&R of the Project Works may be transferred back to the Authority.

209 (h) In addition to all other payments to be made by the Authority under this  
210 Agreement, the Authority will pay to the United States, following the receipt of a statement from  
211 the Contracting Officer, all reimbursable miscellaneous costs to be incurred by the United States  
212 for any work involved in the administration and supervision of this Agreement.

213 (i) Nothing in this Article will be deemed to waive the sovereign immunity of

214 the United States.

215 TRANSFER INSPECTION

216 4. The Authority (including its predecessors) has been the Operating Non-Federal  
217 Entity for the Project Works since 1985. Joint inspections of the Project Works have been  
218 conducted by the United States and the Authority. The inspection reports shall be made  
219 available for the Authority's review upon request.

220 CAPITAL IMPROVEMENTS AND REPAIRS

221 5. (a) Nothing in this Agreement shall be construed to require the Authority to  
222 make or fund improvements, modifications, replacements or repairs of any nature to the Project  
223 Works, the costs of which should be or will be added to the Capital Improvement costs of the  
224 Project. The identification of Capital Improvements shall be made in accordance with Federal  
225 law or any regulations, policies, guidelines or instructions adopted thereunder. The Contracting  
226 Officer's determination of whether the costs of any improvements, modifications, replacements  
227 or repairs should be or will be added to the Capital Improvement costs of the Project shall be  
228 accepted by the Authority after the Contracting Officer has conferred in good faith with the  
229 Authority with respect thereto; *Provided, That* such determination shall be subject to review by a  
230 court having jurisdiction over the dispute. The Authority shall act in accordance with such  
231 determination unless and until it is reversed or modified. The Authority shall submit annual  
232 OM&R work forecasts at the start of each Fiscal Year. The OM&R work forecasts shall include  
233 all work to Project Works that is projected to be done in the following Fiscal Year and work to  
234 be done in the next three (3) Fiscal Years. Following the completion of a Review of Operation  
235 and Maintenance (RO&M) examination of the Project Works as set forth in Article 11 of this

236 Agreement, if that RO&M examination identifies a potential Capital Improvement, and at such  
237 other times as the Parties agree are necessary, the Authority and the Contracting Officer shall  
238 confer to identify any Capital Improvements planned or necessary for the Project Works for the  
239 next ten (10) years and agree upon the mechanism for accomplishing and financing the Capital  
240 Improvements.

241 (b) Notwithstanding the provisions of Article 5(a), in the event the Authority  
242 identifies Capital Improvements it deems necessary for the OM&R of the Project Works and the  
243 Contracting Officer is unable or unwilling to provide a mechanism for accomplishing and  
244 financing such Capital Improvements, the Authority may proceed with the accomplishment and  
245 financing of such Capital Improvements and deem the costs thereof to be OM&R costs  
246 hereunder, regardless of whether such costs are added to the Capital Improvement costs of the  
247 Project under Article 5(a). Such Capital Improvements may include, without limitation, the  
248 acquisition, repair or replacement of personal property (such as motor vehicles and heavy  
249 equipment) and the construction or improvement of structures utilized by the Authority in  
250 connection with the OM&R of the Project Works.

251 PERFORMANCE WORK STATEMENT, EMERGENCY ACTION PLANS AND  
252 NOTIFICATIONS

253 6. (a) The Authority shall maintain the Project Works in such a manner that the  
254 Project Works shall remain in good and efficient condition for the storage, diversion and carriage  
255 of water. The Authority shall perform the OM&R of the Project Works consistent with the  
256 guidelines provided by existing Designer's Operating Criteria, standard operation procedures  
257 (SOPs) and/or manufacturer's technical manuals for the Project Works, in accordance with such  
258 sound engineering practices as have been or may be developed for the Project Works, and in

259 accordance with applicable Federal, State and local environmental laws. Deviations from or  
260 changes to these standards shall be approved by the Contracting Officer.

261 (b) The Authority shall prepare such Emergency Action Plans (EAPs) for the  
262 Project Works as are required by governmental agencies with jurisdiction over the Authority's  
263 operations. The Authority shall furnish copies of any such plans to the Contracting Officer.

264 (c) In addition to implementing Article 6(b), the Authority shall notify the  
265 Contracting Officer as soon as reasonably practicable after initial observation by the Authority of  
266 any event or situation which threatens (1) the safety or integrity of the Project Works, or (2) the  
267 well-being of humans or property located adjacent to the Project Works. Notwithstanding  
268 Article 26, such notification shall be made immediately telephonically or by electronic mail  
269 rather than by mail.

270 (d) The Authority shall submit monthly reports to the Contracting Officer  
271 outlining all work accomplished.

272 (e) The Authority shall annually review, and as necessary update, all SOPs  
273 and EAPs and provide such updates to the Contracting Officer.

274 (f) The performance work statement (PWS) will consist of the OM&R work  
275 forecast, current SOPs for all the major facilities, and EAPs as applicable.

276 ADMINISTRATION OF FEDERAL PROJECT LANDS

277 7. (a) (1) The lands and interests in lands acquired, withdrawn, or reserved  
278 and needed by the United States for the purposes of care, OM&R of the Project Works  
279 (collectively, "Project Work Lands") may be used by the Authority for such purposes without  
280 being charged any administrative fees therefor. The Authority shall ensure that no unauthorized  
281 encroachment occurs on Federal Project lands and rights-of-way. The Authority does not have  
282 the authority to issue any land-use agreement or grant that conveys an interest in Federal real  
283 property, nor to lease or dispose of any interest of the United States.

284 Where there are unauthorized encroachments on Project Works Lands, the Authority will work  
285 with the Contracting Officer to resolve the encroachments to the Contracting Officer's  
286 satisfaction. For the purposes of this Agreement "encroachment" means any unauthorized  
287 building, structure, or object of any kind or character placed, into, over, or under any Project  
288 Works Lands.

289 (2) The Contracting Officer shall not issue any rights-of-way across  
290 Project Works Lands or any leases, licenses, permits, or special-use agreements involving  
291 Project Works Lands until the Contracting Officer has determined that the grant is compatible  
292 with the Project purposes and with the OM&R of the Project Works. The Contracting Officer  
293 shall issue such rights-of-way across Project Works Lands or any leases, licenses, permits or  
294 special-use agreements involving Project Works Lands only after offering the Authority the  
295 opportunity to provide appropriate comment concerning the request. Requests for such grants  
296 that are received by the Authority shall be referred to the Contracting Officer along with  
297 appropriate comment concerning the request. A copy of all such grants issued by the  
298 Contracting Officer shall be provided to the Authority.

299 (b) The Authority shall regularly inspect the Project Works Lands to identify  
300 any trespass and determine the general condition of the real property itself. Cases of trespass  
301 shall be corrected, where possible, by the Authority. Trespass cases which the Authority feels  
302 may require undue time and/or expense to correct shall be referred without delay to the  
303 Contracting Officer for resolution.

304 (c) The Authority shall review land-use requests for compatibility within  
305 Project Works Lands. The Contracting Officer shall remain responsible for review and action



306 upon all requests for use of the Project Works or Project Works Lands unless a delegation of  
307 authority to the Authority is otherwise provided for by the express written consent of the  
308 Contracting Officer.

309 (d) The United States retains responsibility for compliance with the National  
310 Historic Preservation Act of 1966, and the Native American Graves Protection and Repatriation  
311 Act of 1990. The Authority will notify the Contracting Officer and, only when on tribal land,  
312 also notify the appropriate tribal official, immediately upon the discovery of any potential  
313 historic properties or Native American human remains, funerary objects, sacred objects, or  
314 objects of cultural patrimony.

315 OVERSIGHT AND PARTICIPATION

316 8. (a) The Contracting Officer shall, to the greatest extent possible, afford the  
317 Authority the opportunity to review and comment on preliminary and final development plans,  
318 environmental documents and other documents which affect the Project Works. The Authority's  
319 comments shall be provided to the Contracting Officer; and

320 (b) The Parties shall, to the greatest extent possible, afford each other the  
321 opportunity to participate with city, county, State and Federal governments, or governmental  
322 groups and private concerns in meetings, hearings and other activities affecting the Project  
323 Works. The Parties shall keep each other informed of these activities.

324 DELIVERY OF WATER BY THE AUTHORITY

325 9. (a) The Authority shall convey and distribute water in and from the Project  
326 Works in accordance with the directives of the Contracting Officer, including all operating  
327 guidelines approved by the Contracting Officer, so that the Contracting Officer can satisfy all  
328 valid water delivery obligations of the United States from the Project Works, including without  
329 limitation all water delivery obligations of the United States under Water Delivery Contracts and  
330 for the delivery of Other Water. The Authority shall deliver water to each Water Delivery

331 Contractor or Party Entitled to Utilize or Receive Other Water entitled thereto from the Project  
332 Works through turnouts or such temporary diversion facilities as are specified in then-existing  
333 Water Delivery Contracts or other arrangements or agreements relating to Other Water  
334 specifying such turnouts and delivery points, or as may be agreed to by such Water Delivery  
335 Contractor(s) or Party Entitled to Utilize or Receive Other Water, the Authority, and the  
336 Contracting Officer.

337 (b) A complete list of all valid obligations of the United States to convey and  
338 distribute water in and from the Project Works is attached as Exhibit B and incorporated herein  
339 by this reference. Exhibit B indicates whether each obligation is under a Water Delivery  
340 Contract or is for the delivery of Other Water. The Contracting Officer shall modify Exhibit B  
341 as such obligations change or as new obligations are added without amending this agreement.

342 (c) Prior to the Contracting Officer entering into, renewing or amending any  
343 Water Delivery Contract or any other agreement which requires or permits the conveyance of  
344 water through any of the Project Works, the Contracting Officer shall consult with the Authority  
345 about the terms of such contract action, and shall provide the Authority the opportunity to review  
346 and comment thereon. Any such contract action shall be taken by the Contracting Officer only  
347 after the Contracting Officer has given due consideration to, and has taken all reasonable actions  
348 to mitigate the impacts of such contract action on (1) the quantity or quality of water available to  
349 Water Delivery Contractors, or Parties Entitled to Utilize or Receive Other Water, and (2) the  
350 ability of the Authority to perform its obligations under this Agreement. The Contracting Officer  
351 shall provide the Authority a copy of all contracts entered into with Water Delivery Contractors

352 or Parties Entitled to Utilize or Receive Other Water utilizing the Project Works for delivery or  
353 conveyance.

354 RESOLUTION OF DISPUTES

355 10. Should any dispute arise concerning delivery or conveyance of water by the  
356 Authority through the Project Works between the Authority, any Water Delivery Contractor(s)  
357 and/or any Party(ies) Entitled to Utilize or Receive Other Water from or through the Project  
358 Works, which the Authority concludes cannot be resolved through negotiations with the other  
359 party(ies) to the dispute, the Authority shall provide its final position with respect to such dispute  
360 to the other party(ies) thereto in writing and to the Contracting Officer requesting a  
361 determination of the dispute. Within sixty (60) days after such final position is provided, or such  
362 other reasonable date as may be agreed upon by the Authority and the Contracting Officer, the  
363 Contracting Officer will issue a written determination regarding the dispute. The Contracting  
364 Officer's determination shall be accepted by the Authority and other party(ies) thereto as final  
365 and conclusive and the Authority and the other party(ies) shall promptly comply with said  
366 decision and shall operate the Project Works in conformance with such decision until the same is  
367 stayed, reversed or modified by a decision of a court of competent jurisdiction.

368 EXAMINATION, INSPECTION, AND AUDIT OF PROJECT WORKS, RECORDS, AND  
369 REPORTS FOR DETERMINING ADEQUACY OF OM&R

370 11. (a) The Contracting Officer may examine the following: the Authority's  
371 books, records, and reports with respect to OM&R obligations under this Agreement; the Project  
372 Works being operated by the Authority; the adequacy of the OM&R program; the reserve fund;  
373 and the water conservation program including the water conservation fund, if applicable.  
374 Notwithstanding title ownership, where the United States retains a financial, physical, or liability  
375 interest in facilities either constructed by the United States or with funds provided by the United  
376 States, the Contracting Officer may examine any or all of the Project Works providing such  
377 interest to the United States.

378 (b) The Contracting Officer may, or the Authority may ask the Contracting  
379 Officer to, conduct special inspections of any Project Works being operated by the Authority and  
380 special audits of the Authority's books and records to ascertain the extent of any OM&R  
381 deficiencies to determine the remedial measures required for their correction and to assist the  
382 Authority in solving specific problems. Except in an emergency, any special inspection or audit  
383 shall be made only after written notice thereof has been delivered to the Authority by the  
384 Contracting Officer.

385 (c) The Authority shall provide access to the Project Works, operate any  
386 mechanical or electrical equipment, and be available to assist in the examination, inspection, or  
387 audit.

388 (d) The Contracting Officer shall prepare reports based on the examinations,  
389 inspections, and audits and furnish copies of such reports and any recommendations to the  
390 Authority.

391 (e) The costs incurred by the United States in conducting OM&R  
392 examinations, inspections, and audits and preparing associated reports and recommendations  
393 related to high- and significant-hazard dams and associated facilities shall be nonreimbursable.  
394 Associated facilities include carriage, distribution, and drainage systems; pumping and pumping  
395 generating plants; power plant structures; tunnels/pipelines; diversion and storage dams (low-  
396 hazard); Type 2 bridges which are Reclamation-owned bridges not located on a public road;  
397 regulating reservoirs (low-hazard); fish passage and protective facilities, including hatcheries;  
398 river channelization features; rural/municipal water systems; desalting and other water treatment  
399 plants; maintenance buildings and service yards; facilities constructed under Federal loan  
400 programs (until paid out); and recreation facilities (reserved works only); and any other facilities  
401 as determined by the Contracting Officer.

402 (f) Expenses incurred by the Authority, as applicable, in participating in the  
403 OM&R site examination will be borne by the Authority.

404 (g) Requests by the Authority for consultations, design services, or  
405 modification reviews, and the completion of any OM&R activities identified in the formal  
406 recommendations resulting from the examinations (unless otherwise noted) are to be funded as  
407 project OM&R and are reimbursable by the Authority to the extent of current OM&R  
408 allocations.

409 (h) Site visit special inspections that are beyond the regularly scheduled  
410 OM&R examinations conducted to evaluate particular concerns or problems and provide  
411 assistance relative to any corrective action (either as a follow up to an OM&R examination or  
412 when requested by the Authority) shall be nonreimbursable.

413 (i) The Contracting Officer may provide the State of California an  
414 opportunity to observe and participate in, at its own expense, the examinations and inspections.

415 The State of California may be provided copies of reports and any recommendations relating to  
416 such examinations and inspections.

417 COST RECOVERY FOR AUTHORITY OM&R ACTIVITIES; TERMINATION OF WATER  
418 DELIVERIES

419 12. The Authority is responsible for directly funding the OM&R of the Project Works  
420 transferred hereby. Except as otherwise provided herein, the Parties acknowledge that the  
421 United States will no longer provide funding through the appropriations process for such  
422 OM&R. Reclamation hereby delegates to the Authority all required authority under statutes,  
423 contracts, regulations, and policies to collect for OM&R of the Project Works. Reclamation  
424 acknowledges and agrees that the provisions of its Water Delivery Contracts regarding the  
425 obligation to pay the Authority for the operation and maintenance of the Project Works  
426 performed by the Authority under this Agreement, but which do not have the same definition of  
427 OM&R as in this Agreement, were not intended to and do not limit the delegation of authority to  
428 charge and collect for the OM&R of the Project Works as provided in this Article 12. The  
429 procedures and authorities to be utilized by the Authority for such direct funding are set forth in  
430 this Article 12.

431 (a) OM&R Budgets. Not later than ninety (90) days before the start of each  
432 Fiscal Year, the Authority shall submit to each Water Delivery Contractor, and all Parties  
433 Entitled to Utilize or Receive Other Water, the proposed budget for the next Fiscal Year for all  
434 activities of the Authority to be carried out under this Agreement. The budget so developed shall  
435 include amounts necessary to establish the reserve fund described in Article 14 and such other  
436 reserves as may be determined to be necessary by the Authority. The Authority shall afford each  
437 Water Delivery Contractor and all Parties Entitled to Utilize or Receive Other Water the

438 opportunity to submit comments on such proposed budget by thirty (30) days before  
439 commencement of the Fiscal Year. Any dispute(s) regarding the proposed budget shall be  
440 resolved in the manner described in Article 10. The Authority shall submit the final budget for  
441 each Fiscal Year to the Contracting Officer prior to the start of that Fiscal Year. The Authority  
442 shall use reasonable efforts to perform its responsibilities under this Agreement in accordance  
443 with the applicable final budget.

444 (b) Cost Recovery Methodology. The Authority shall develop a methodology  
445 to recover all costs incurred by the Authority in carrying out its responsibilities under this  
446 Agreement, including without limitation all costs described in the budgets prepared pursuant to  
447 Article 12(a).

448 (1) The Authority's cost recovery methodology shall (i) provide for the  
449 equitable allocation of the costs to be recovered among Water Delivery Contractors with an  
450 obligation to pay for water delivered or conveyed through the Project Works and all Parties  
451 Entitled to Utilize or Receive Other Water with an obligation to pay therefor, including without  
452 limitation the Contracting Officer; (ii) clearly set forth the manner in which all such costs shall  
453 be collected by the Authority, including deadlines for payments and/or deposits required of  
454 Water Delivery Contractors and all Parties Entitled to Utilize or Receive Other Water under the  
455 methodology.

456 (2) Such methodology shall recover costs in lieu of the conveyance  
457 OM&R cost component and the conveyance pumping OM&R cost component heretofore  
458 calculated by the United States pursuant to its ratesetting policies for the Project. In addition to  
459 OM&R costs for directly funding the OM&R of the Project Works, such methodology shall

460 recover power costs for conveyance pumping incurred by the United States for the production or  
461 transmission of such power that are payable by the Water Delivery Contractors and, Parties  
462 Entitled to Utilize or Receive Other Water, in connection with the delivery or conveyance of  
463 water through the Project Works.

464 (3) The Authority's cost recovery methodology and any subsequent  
465 amendments thereto shall be approved by the Authority and provided to all parties with payment  
466 obligations under this Article 12 by July 1 of each year, or not less than sixty (60) days prior to  
467 the effective date of any amendment thereof. Any dispute(s) regarding the Authority's cost  
468 recovery methodology shall be resolved in the manner described in Article 10. The Contracting  
469 Officer has approved the Authority's initial cost recovery methodology. All proposed  
470 amendments shall be submitted to the Contracting Officer for review and comment concurrent  
471 with the dissemination to all parties with payment obligations noted above.

472 (c) Deficiencies in Cost Recovery. The Authority is not obligated to provide  
473 funding from non-Federal sources for the cost of delivering water to Water Delivery Contractors  
474 or Parties Entitled to Utilize or Receive Other Water who do not pay the Authority in full for the  
475 OM&R of the Project Works.

476 (1) In the event any Water Delivery Contract or obligation to deliver  
477 Other Water provides for or results in the payment of less than all of the costs to be recovered by  
478 the Authority in accordance with Article 12(b) (a "deficiency"), whether resulting from the  
479 inadequacy of contract provisions between the Water Delivery Contractor or Party Entitled to  
480 Utilize or Receive Other Water and the United States to cover the Authority's OM&R costs,  
481 delinquency in payment of amounts due as described in Article 12(d), or otherwise, the United

482 States may elect to pay to the Authority the amount of any such deficiency, through a separate  
483 agreement or such other appropriate legal instrument as may be entered into by the Parties from  
484 time to time. If the United States does not elect to pay such deficiency, the Authority may  
485 terminate water deliveries as provided in Article 12(d).

486 (2) Any payments made by the United States to the Authority for such  
487 deficiencies shall become the financial obligation of the deficient Water Delivery Contractor or  
488 Party Entitled to Utilize or Receive Other Water to the Contracting Officer.

489 (d) Termination of Water Deliveries. In the event any amount due to or to be  
490 collected by the Authority from a Water Delivery Contractor or Party Entitled to Utilize or  
491 Receive Other Water pursuant to Article 12 is not paid when due (a “delinquency”), the  
492 Authority is authorized by the United States to discontinue delivery and conveyance of water to  
493 or for such Water Delivery Contractor or Party Entitled to Utilize or Receive Other Water until  
494 such time as the delinquency is cured. The Authority shall give the Contracting Officer and the  
495 delinquent party written notice of the delinquency and of the date deliveries will be terminated if  
496 the delinquency is not cured. Prior to issuing such notice, the Contracting Officer and the  
497 Authority shall agree in writing on the appropriate timing and length of such cure period.

498 (e) Interest. In the event any amounts due to the Authority from the United  
499 States under this Agreement are not paid when due, in addition to exercising the rights afforded  
500 the Authority under Article 12(c) and Article 12(d), the Authority will receive interest on the  
501 delinquent amounts pursuant to the Prompt Payment Act, as amended (31 USC 3901, et seq.);  
502 *Provided, That* the Authority shall have previously submitted appropriate invoices to the United  
503 States in accordance with 48 CFR Section 32.907-1.



504                   (f)     Recovery of Certain Costs and Memorandum of Understanding. The  
505 Parties acknowledge that the OM&R of certain Project facilities benefiting parties in the Friant  
506 Division will be performed by the San Luis and Delta-Mendota Water Authority pursuant to that  
507 certain Agreement to Transfer Operation and Maintenance and Replacement and Certain  
508 Financial and Administrative Activities Related to the San Luis and Delta-Mendota Canals,  
509 Tracy Pumping Plant, and O’Neill Pumping/Generating Plant, San Luis Drain and Associated  
510 Works. In connection therewith, Friant Water Authority has entered into that certain  
511 “Memorandum of Understanding Between the Friant Water Authority (as successor to the Friant  
512 Water Users Authority) and the San Luis & Delta-Mendota Water Authority Relating to  
513 Allocation, Collection and Payment of Operation, Maintenance & Replacement Costs for Water  
514 Delivered Through Certain Central Valley Project Facilities,” effective March 1, 1998, amended  
515 February 25, 2003, and as it may be further amended by the parties thereto from time to time.  
516 Pursuant to such Memorandum of Understanding, certain OM&R costs described therein will be  
517 payable by contractors in the Friant Division of the Project, including the Madera Irrigation  
518 District and the Chowchilla Water District, and collected by the Friant Water Authority and paid  
519 to the San Luis and Delta-Mendota Water Authority in accordance with the terms of such  
520 Memorandum of Understanding. The United States acknowledges and agrees that neither it nor  
521 the Authority is a party to such Memorandum of Understanding.

522                   (g)     Direct Charges Replace U.S. Rate Components. The United States shall  
523 not charge water rate components for conveyance OM&R, conveyance pumping OM&R, to a  
524 Water Delivery Contractor or Party Entitled to Utilize or Receive Other Water, except to the  
525 extent (i) financial obligations otherwise properly included in such components have been

526 incurred by the United States and have not been included as an expense therein under the  
527 ratesetting policies for the Project; or (ii) the United States has paid or provided funding to the  
528 Authority for delivering water to a Water Delivery Contractor or Party Entitled to Utilize or  
529 Receive Other Water to cover a deficiency in payment.

530 (1) To the extent the Authority's cost recovery methodology includes  
531 recovery of power costs for conveyance pumping that are incurred by the United States for the  
532 production or transmission of such power, the Authority shall remit such funds to the  
533 Contracting Officer within thirty (30) days after receipt of the Contracting Officer's billing  
534 therefor.

535 (2) All costs recovered pursuant to the Authority's cost allocation  
536 methodology and not required to be remitted to the Contracting Officer pursuant to this Article  
537 12(g) shall be immediately available for funding the costs of the Authority pursuant to this  
538 Article 12.

539 (h) Deposits of Amounts Collected. Amounts collected by the Authority  
540 pursuant to this Article 12 shall be placed on deposit or otherwise invested in accordance with  
541 the Authority's investment policy and in conformance with State law to be expended solely for  
542 purposes of this Agreement. All interest accruing on said account shall be property of the  
543 Authority, and not of the United States, and shall be applied against OM&R costs.

544 (i) The Contracting Officer agrees that material changes in Project operations  
545 affecting the quantity of water to be delivered or in Project finances may affect the ability of the  
546 Authority to carry out its obligations under this Agreement. Under such circumstances, the  
547 Parties will meet and confer as to emergency measures available to reduce the economic

548 hardship to the Authority, the Water Delivery Contractors, and/or Parties Entitled to Utilize or  
549 Receive Other Water.

550 WATER ACCOUNTING

551 13. (a) The Contracting Officer's water accounting system shall be the data  
552 utilized in maintaining water delivery records and in allocating costs for all Water Delivery  
553 Contractors and all Parties Entitled to Utilize or Receive Other Water. The water accounting  
554 system shall fully and accurately document the allocation and deliveries of water through the  
555 Project Works and account for financial transactions affecting the Water Delivery Contractors.

556 (b) The Contracting Officer shall direct the Water Delivery Contractors and  
557 other Parties Entitled to Utilize or Receive Other Water to provide the Authority and the  
558 Contracting Officer with water delivery and payment information for all water delivered to said  
559 Water Delivery Contractors and Parties Entitled to Utilize or Receive Other Water pursuant to  
560 this Agreement. All water accounting records created or maintained by the Authority under this  
561 Agreement shall be subject to Article 15 and shall be accessible by the Contracting Officer.

562 (c) In order to further their mutual goals and objectives, the Contracting  
563 Officer and the Authority shall communicate, coordinate, and cooperate with each other, in order  
564 to improve the OM&R of the Project, including the financing thereof. The communication,  
565 coordination, and cooperation shall include, but not be limited to, any action which will or may  
566 materially affect the quantity or quality of Project Water supply, the allocation of Project Water  
567 supply, and Project financial matters, including but not limited to, budget and water accounting  
568 issues. The communication, coordination, and cooperation provided for hereunder shall extend

569 to all provisions of this Agreement. Each party shall retain exclusive decision making authority  
570 for all actions, opinions, and determinations to be made by the respective party.

571 (d) The Contracting Officer acknowledges that some or all of the Water  
572 Delivery Contractors and Parties Entitled to Utilize or Receive Other Water may appoint the  
573 Authority as agent for such parties or may otherwise designate, in writing, the Authority to act as  
574 an intermediary with the Contracting Officer concerning the water accounting or financial  
575 information. Upon notice, in writing, of such relationship, the Contracting Officer agrees to  
576 recognize the Authority in such capacity.

577 EMERGENCY RESERVE FUND

578 14. (a) Upon transfer of the OM&R of the Project Works under this Agreement,  
579 the Authority shall accumulate and maintain a minimum reserve fund or demonstrate to the  
580 satisfaction of the Contracting Officer that other funds are available for use as an emergency  
581 reserve fund. The Authority shall establish and maintain that emergency reserve fund to meet  
582 costs incurred during periods of special stress caused by damaging droughts, storms,  
583 earthquakes, floods, or other emergencies threatening or causing interruption of water service.  
584 A minimum reserve fund account balance will be maintained to finance (1) OM&R costs; (2)  
585 costs associated with addressing conditions which threaten or cause interruption of water service;  
586 and (3) costs associated with addressing conditions which threaten the safety or integrity of the  
587 Project Works.

588 (b) The Authority shall accumulate the reserve fund with annual deposits or  
589 investments over a maximum of ten (10) years and is to be held in a Federally insured, interest-  
590 or dividend-bearing account or in securities guaranteed by the Federal Government, in the  
591 California Local Agency Investment Fund, or, if approved by the Contracting Officer, in any  
592 fiduciary account in a manner provided by the laws of the State of California: *Provided, That*  
593 money in the reserve fund, including accrued interest, shall be available within a reasonable time  
594 to meet expenses for such purposes as those identified in paragraph (d) herein. Such annual  
595 deposits and the accumulation of interest to the reserve fund shall continue until the basic  
596 amount of fifteen percent (15%) of the average annual actual OM&R costs incurred by the  
597 Authority for the Project Works during the three most recent Fiscal Years is accumulated  
598 (excluding any OM&R costs pertaining to Capital Improvements). Following an emergency

599 expenditure from the fund, the annual deposits shall continue from the year following the  
600 emergency expenditure until the previous balance is restored. After the initial amount is  
601 accumulated or after the previous balance is restored, the annual deposits may be discontinued,  
602 and the interest earnings shall continue to accumulate and be retained as part of the reserve fund.

603 (c) Upon mutual written agreement between the Authority and the  
604 Contracting Officer, the basic reserve fund or the accumulated reserve fund may be adjusted to  
605 account for risk and uncertainty stemming from the size and complexity of the Project; the size  
606 of the annual OM&R budget; additions to deletions from, or changes in Project Works; and  
607 OM&R costs not contemplated when this Agreement was executed.

608 (d) The Authority may make expenditures from the reserve fund only for  
609 OM&R costs incurred during periods of special stress, as described in paragraph (a) herein; or  
610 for meeting unforeseen extraordinary operation and maintenance costs; or for meeting unusual or  
611 extraordinary repair or replacement costs; or for meeting betterment costs (in situations where  
612 recurrence of severe problems can be eliminated) during periods of special stress. Proposed  
613 expenditures from the fund shall be submitted to the Contracting Officer in writing for review  
614 and written approval prior to disbursement. Whenever the reserve fund is reduced below the  
615 current balance by expenditures therefrom, the Authority shall restore that balance within five (5)  
616 years of withdrawal by the accumulation of annual deposits which will be over and above the  
617 normal annual contribution to the reserve fund.

618 (e) During any period in which any of the Project Works are operated and  
619 maintained by the United States, the Authority agrees the reserve fund shall be available for like  
620 use by the United States.

621 (f) On or before October 1, of each year, the Authority shall provide a current  
622 statement of the principal and accumulated interest of the reserve fund account to the Contracting  
623 Officer.

#### 624 BOOKS, RECORDS, AND REPORTS

625 15. (a) The Authority shall establish and maintain accounts and other books and  
626 records pertaining to administration of the terms and conditions of this Agreement, including the  
627 Authority's financial transactions; water supply data; OM&R logs; Project Works Lands and  
628 rights-of-way use agreements; and other matters that the Contracting Officer may require.  
629 Reports shall be furnished to the Contracting Officer in such form and on such date or dates as  
630 the Contracting Officer may require. Subject to applicable Federal law and regulations, each  
631 Party to this Agreement shall have the right during officer hours to examine and make copies of  
632 the other Party's books and records relating to matters covered by this Agreement.

633 All records and books maintained pursuant to this Agreement shall be available to, and subject at  
634 all reasonable times to inspection, examination, copying or audit by authorized representatives of

635 affected Water Delivery Contractors, Parties Entitled to Utilize or Receive Other Water, and the  
636 Contracting Officer. Each month the Authority shall collect and certify all delivery and  
637 measurement records and report any abnormal findings to the Contracting Officer.

638           (b) The Authority shall maintain and verify records of actual expenditures in  
639 accordance with an accounting system prescribed by the California State Controller in  
640 compliance with California Government Code section 53891. The Contracting Officer and the  
641 Authority shall preserve and make available their respective financial and accounting records and  
642 books relating to this Agreement until the later of either (1) the final disposition of any litigation  
643 or settlement of claims arising out of performance under this Agreement, or (2) the expiration of  
644 five (5) years after the activities giving rise to the creation of such records and books. By March  
645 31, following the completion of each Fiscal Year, the Authority shall provide the Contracting  
646 Officer with a copy of its audited financial statements as of the end of the preceding Fiscal Year.

647           (c) Until termination of this Agreement, the Authority shall retain the  
648 originals of all significant OM&R records pertinent to the Project Works and/or water  
649 operations, including modifications to Project Works; as-built drawings; maintenance and repair  
650 logs; equipment tests, equipment operations logs; emergency response plans; spill prevention  
651 control and countermeasure plans; written inquiries received by the Authority pursuant to the  
652 Federal Freedom of Information Act or analogous State law; Congressional or State Legislative  
653 requests; or public or private claims or potential claims against the United States and/or the  
654 Authority relative to the Project Works.

655                   (d)     Upon request by the Authority, the Contracting Officer shall make  
656 available to the Authority those OM&R, financial and administration records relating to the  
657 Project Works in his possession and any revisions or modifications to those records.

658                   NOTIFICATION OF THIRD PARTIES

659                   16.    (a)     To the extent the Contracting Officer has not previously done so, the  
660 Contracting Officer shall instruct all Water Delivery Contractors and all Parties Entitled to  
661 Utilize or Receive Other Water that the Authority is the Operating Non-Federal Entity with  
662 respect to the Project Works. The Contracting Officer shall inform all parties to be so notified of  
663 the Authority's rights, authorities, and obligations under this Agreement and any other  
664 agreements relevant to the Authority's status as the Operating Non-Federal Entity and shall  
665 cooperate with the Authority in ensuring that all such parties timely and properly make all  
666 required payments to the Authority. Without limiting the foregoing, the Contracting Officer  
667 shall direct all such parties to simultaneously provide the Authority with copies of all water  
668 delivery schedules provided to the Contracting Officer. The Contracting Officer shall also  
669 inform all parties to be notified pursuant to this Article 16(a) that, after September 19, 1985, the  
670 United States has not and shall not charge the conveyance OM&R cost component, the  
671 conveyance pumping OM&R cost component heretofore calculated by the United States  
672 pursuant to its ratesetting policies for the Project to Water Delivery Contractors, or Parties  
673 Entitled to Utilize or Receive Other Water, except to the extent financial obligations otherwise  
674 properly included in such components have been incurred by the United States prior to  
675 September 20, 1985 and have not been included as an expense therein under the ratesetting  
676 policies for the Project.

677                   (b)     All agreements providing for the delivery or conveyance of water through  
678 the Project Works entered into, renewed, or amended shall include provisions recognizing the  
679 Authority's status as the Operating Non-Federal Entity, and shall require that the non-Federal  
680 parties to such agreements timely and properly make all required payments to the Authority.  
681 Such new, renewed, or amended agreements shall also include provisions requiring the non-  
682 Federal parties to such agreements to simultaneously provide the Authority with copies of all  
683 water delivery schedules and water delivery and payment information provided to the  
684 Contracting Officer. The Contracting Officer shall also include in all such new, renewed, or  
685 amended agreements a provision confirming that the United States shall not charge the  
686 conveyance OM&R cost component, or the conveyance pumping OM&R cost component  
687 heretofore calculated by the United States pursuant to its ratesetting policies for the Project to  
688 Water Delivery Contractors, or Parties Entitled to Utilize or Receive Other Water, except to the  
689 extent financial obligations otherwise properly included in such components have been incurred  
690 by the United States prior to the Effective Date of this Agreement and have not been included as  
691 an expense therein under the ratesetting policies for the Project.

692                                   OPINIONS AND DETERMINATIONS

693                   17.     (a)     Where the terms of this Agreement provide for actions to be based upon  
694 the opinion or determination of either Party, said terms shall not be construed as permitting such  
695 action to be predicated upon arbitrary, capricious or unreasonable opinions or determinations.  
696 The Parties, notwithstanding any other provisions of this Agreement, expressly reserve the right  
697 to relief from and appropriate adjustment for any such arbitrary, capricious or unreasonable



698 opinion or determination. Each opinion or determination by either Party shall be provided in a  
699 timely manner.

700 (b) The Contracting Officer shall have the right to make determinations  
701 necessary to administer this Agreement that are consistent with the expressed and implied  
702 provisions of this Agreement, the laws of the United States and the State of California, and rules  
703 and regulations applicable to the Contracting Officer. Such determinations shall be made in  
704 consultation with the Authority to the extent reasonably practicable.

705 CHARGES FOR DELINQUENT PAYMENTS

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

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

720 (c) When a partial payment on a delinquent account is received, the amount  
721 received shall be applied first, to the penalty, secondly to the administrative charges, third to the  
722 accrued interest, and finally to the overdue payment.

723 CONTAMINATION OR POLLUTION OF FEDERAL PROPERTY

724 19. (a) The Authority shall not allow contamination or pollution of Federal  
725 Project lands, Project waters, or Project works of the United States or administered by the United  
726 States and for which the Authority has the responsibility for care, operation, and maintenance by  
727 its employees or agents under this Agreement. The Authority shall also take reasonable  
728 precautions to prevent such contamination or pollution by third parties.

729 (b) The Authority shall comply with all applicable Federal, State, and local

730 laws and regulations and Reclamation policies and instructions existing, or hereafter enacted or  
731 promulgated, concerning any hazardous material that will be used, produced, transported, stored,  
732 released, or disposed of on or in Federal Project lands, Project waters, or Project works.

733 (c) "Hazardous material" means (1) any substance falling within the  
734 definition of "hazardous substance," "pollutant or contaminant," or "hazardous waste" under the  
735 Comprehensive Environmental Response, Compensation and Liability Act  
736 (42 U.S.C. § 9601(14), (29), and (33)); (2) oil, as defined by the Clean Water Act  
737 (33 U.S.C. § 1321(a)) and the Oil Pollution Act (33 U.S.C. § 2701(23)); (3) thermal pollution,  
738 refuse, garbage, sewage effluent, industrial waste, mine or mill tailings, mineral salts, pesticides,  
739 and other solid waste, and (4) any other substance regulated as hazardous or toxic under Federal,  
740 State, local or Tribal law.

741 (d) Upon discovery of any event which may or does result in contamination or  
742 pollution of Federal Project lands, Project water, or Project Works, the Authority shall  
743 immediately undertake all measures necessary to protect public health and the environment,  
744 including measures necessary to contain or abate any such contamination or pollution, and shall  
745 report such discovery with full details of the actions taken to the Contracting Officer. Reporting  
746 shall be within a reasonable time period but shall not exceed twenty-four (24) hours from the  
747 time of discovery if it is an emergency and the first working day following discovery in the event  
748 of a non-emergency.

749 (e) If violation of the provisions of this Article occurs and the Authority does  
750 not take immediate corrective action, as determined by the Contracting Officer, the Authority  
751 may be subject to remedies imposed by the Contracting Officer, which may include termination  
752 of this Agreement in accordance with Article 2(b).

753 (f) The Authority shall be liable for any response action or corrective measure  
754 necessary to protect public health and the environment or to restore Federal Project lands, Project  
755 waters, or Project Works that are adversely affected as a result of such violation, and for all  
756 costs, penalties or other sanctions that are imposed for violation of any Federal, State, local or  
757 Tribal laws and regulations concerning hazardous material. At the discretion of the Contracting  
758 Officer, the United States may also terminate this Agreement in accordance with Article 2(b) as a  
759 result of such violation.

760 (g) The Authority shall defend, indemnify, protect and save the United States  
761 harmless from and against any costs, expenses, claims, damages, demands, or other liability  
762 arising from or relating to Authority's violation of this Article.

763 (h) Reclamation agrees to provide information necessary for the Authority,  
764 using reasonable diligence, to comply with the provisions of this Article.

765                    ASSIGNMENT LIMITED: SUCCESSORS AND ASSIGNS OBLIGATED

766                    20.        The provisions of this Agreement shall apply to and bind the successors and  
767 assigns of the respective Parties, but no assignment or transfer of this Agreement or any right or  
768 interest therein by either Party shall be valid until approved in writing by the other Party.

769                    CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

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

775                    OFFICIALS NOT TO BENEFIT

776                    22.        No member of or delegate to Congress, Resident Commissioner or official of the  
777 Authority shall benefit from this Agreement other than as a water user or landowner in the same  
778 manner as other water users or landowners.

779                    CLEAN AIR AND WATER

780                    23.        (a)        The Authority agrees as follows:

781                                    (1)        To comply with all the requirements of section 114 of the Clean  
782 Air Act, as amended (42 U.S.C. § 7414), and section 308 of the Clean Water Act  
783 (33 U.S.C. § 1318), relating to inspection, monitoring, entry, reports, and information, as well as  
784 other requirements specified in those sections, and all applicable regulations and guidelines  
785 issued thereunder.

786                                    (2)        That no portion of the work required by this Agreement will be  
787 performed in a facility listed on the Environmental Protection Agency List of Violating Facilities  
788 on the Effective Date unless and until the Environmental Protection Agency eliminates the name  
789 of such facility or facilities from such listing.

790                                    (3)        To use its best efforts to comply with clean air standards and clean  
791 water standards at the facility where the Agreement work is being performed.

792                                    (4)        To insert the substance of the provisions of this Article into any  
793 nonexempt subcontract, including this subparagraph (a)(4).

794                    (b)        The following definitions apply for purposes of this Article:

795                                    (1)        The term “Clean Air Act” means the Act enacted by Pub. L. 88-  
796 206 of Dec. 17, 1963, and amendments thereto, as codified at 42 U.S.C. § 7401, et seq.

797 (2) The term “Clean Water Act” means the Act enacted by Pub. L. 92-  
798 500 of Oct. 18, 1972, and amendments thereto, as codified at 33 U.S.C. § 1251, et seq.

799 (3) The term “clean air standards” refers to all enforceable rules,  
800 regulations, guidelines, standards, limitations, orders, controls, prohibitions, and other  
801 requirements which are contained in, issued under, or otherwise adopted pursuant to the Clean  
802 Air Act or Executive Order 11738, an applicable implementation plan as described in  
803 section 110 of the Clean Air Act (42 U.S.C. § 7410), an approved implementation procedure or  
804 plan under subsection 111(c) or subsection 111(d) of the Clean Air Act (42 U.S.C. § 7411(c) or  
805 (d)), or an approved implementation procedure under subsection 112(d) of the Clean Air Act  
806 (42 U.S.C. § 7412(d)).

807 (4) The term “clean water standards” refers to all enforceable  
808 limitations, controls, conditions, prohibitions, standards, and other requirements which are  
809 promulgated pursuant to the Clean Water Act or contained in a permit issued to a discharger by  
810 the Environmental Protection Agency or by a state under an approved program, as authorized by  
811 section 402 of the Clean Water Act (33 U.S.C. § 1342), or by local government to ensure  
812 compliance with pretreatment regulations as required by section 307 of the Clean Water Act  
813 (33 U.S.C. § 1317).

814 (5) The term “comply” refers to compliance with clean air or water  
815 standards. It also refers to compliance with a schedule or plan ordered or approved by a court of  
816 competent jurisdiction, the Environmental Protection Agency, or an air or water pollution control  
817 agency in accordance with the requirements of the Clean Air Act or Clean Water Act and  
818 regulations issued pursuant thereto.

819 (6) The term “facility” means any building, plant, installation,  
820 structure, mine, vessel or other floating craft, location, or site of operations owned, leased, or  
821 supervised by a contractor or subcontractor to be utilized in the performance of a contract or  
822 subcontract. Where a location or site of operations contains or includes more than one building,  
823 plant, installation, or structure, the entire location or site shall be deemed to be a facility except  
824 where the Director, Office of Federal Activities, Environmental Protection Agency, determines  
825 that independent facilities are collocated in one geographical area.

826 COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

827 24. (a) The Authority shall comply with Title VI of the Civil Rights Act of 1964  
828 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1975 (Pub. L. 93-112, Title V, as  
829 amended; 29 U.S.C. § 791, et. Seq.), the Age Discrimination Act of 1975 (Pub. L. 94-135, Title  
830 III; 42 U.S.C. § 6101, et seq.), Title III of the Americans with Disabilities Act of 1990 (Pub. L.  
831 101-336; 42 U.S.C. § 12181, et seq.), and any other applicable civil rights laws, and with the  
832 applicable implementing regulations and any guidelines imposed by the U.S. Department of the  
833 Interior and/or Bureau of Reclamation.

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

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

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

851 EQUAL OPPORTUNITY

852 25. During the performance of this Agreement, the Authority agrees as follows:

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

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

867 (c) The Authority will not discharge or in any other manner discriminate  
868 against any employee or applicant for employment because such employee or applicant has  
869 inquired about, discussed, or disclosed the compensation of the employee or applicant or another  
870 employee or applicant. This provision shall not apply to instances in which an employee who  
871 has access to the compensation information of other employees or applicants as a part of such

872 employee's essential job functions discloses the compensation of such other employees or  
873 applicants to individuals who do not otherwise have access to such information, unless such  
874 disclosure is in response to a formal complaint or charge, in furtherance of an investigation,  
875 proceeding, hearing, or action, including an investigation conducted by the employer, or is  
876 consistent with the Authority's legal duty to furnish information.

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

883 (e) The Authority will comply with all provisions of Executive Order No.  
884 11246 of September 24, 1965, and of the rules regulations and relevant orders of the Secretary of  
885 Labor.

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

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

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

908

NOTICES

909           26.   (a)   Any notice, demand, or request authorized or required by this Agreement  
910 shall be deemed to have been given, on behalf of the Authority, when mailed, postage prepaid, or  
911 delivered to the Area Manager, South-Central California Area Office, 1243 N Street, Fresno,  
912 California 93721, Bureau of Reclamation, and on behalf of the United States, when mailed,  
913 postage prepaid, or delivered to the Board of Directors, Madera-Chowchilla Water & Power  
914 Authority, 12152 Road 28 ¼, Madera, California 93637. The designation of the addressee or the  
915 address may be changed by notice given in the same manner as provided in this Article for other  
916 notices.

917                   (b)   This Article 26 shall not preclude the effective service of such notice by  
918 other means.

919

MODIFICATIONS

920           27.   Each Party reserves the right to propose modifications to this Agreement at any  
921 time while it is in effect. If either Party proposes any such modifications, the Parties shall  
922 promptly attempt to negotiate in good faith an amendatory Agreement to accommodate the  
923 proposed modifications.

924

OMITTED

925           28.   [Intentionally Omitted.]

926

CHANGES IN AUTHORITY'S ORGANIZATION

927           29.   While this Agreement is in effect, no change may be made in the Authority's  
928 organization, by inclusion or exclusion of lands or by any other changes, which may affect the  
929 respective rights, obligations, privileges, and duties of either the United States or the Authority  
930 under this Agreement including, but not limited to, dissolution, consolidation, or merger, except  
931 upon the Contracting Officer's written consent.

932

PROTECTION OF WATER AND AIR QUALITY

933           30.   (a)   The Authority, without expense to the United States, will perform the  
934 OM&R of the Project Works in a manner that preserves the quality of the water at the highest  
935 feasible level as determined by the Contracting Officer.

936                   (b)   The United States will perform the OM&R of reserved works in a manner  
937 that preserves the quality of the water at the highest feasible level as determined by the

938 Contracting Officer. The United States does not warrant the quality of the water delivered to the  
939 Water Delivery Contractors and Parties Entitled to Utilize or Receive Other Water and is under  
940 no obligation to furnish or construct water treatment facilities to maintain or improve the quality  
941 of water delivered to the Water Delivery Contractors and Parties Entitled to Utilize or Receive  
942 Other Water.

943 (c) The Authority will comply with all applicable water and air pollution laws  
944 and regulations of the United States and the State of California; and will obtain all required  
945 permits or licenses from the appropriate Federal, State, or local authorities necessary for the  
946 delivery of water by the Authority; and will be responsible for compliance with all Federal,  
947 State, and local water quality standards applicable to surface and subsurface drainage and/or  
948 discharges generated through the use of Federal facilities or Project Water provided by the  
949 Authority within its Project Water service area.

950 (d) This Article will not affect or alter any legal obligations of the Secretary to  
951 provide drainage or other discharge services.

952 RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION

953 31. When acquiring land or an interest in land and relocating persons or personal  
954 property in connection with the construction, operation, and maintenance of Project Works, the  
955 Authority shall comply with the provisions of the Uniform Relocation Assistance and Real  
956 Property Acquisition Policies Act of 1970 (Pub. L. 91-646; 84 Stat. 1894; 42 U.S.C. § 4601, et  
957 seq.) and Department of Transportation regulations at 49 C.F.R. part 24.

958 PEST MANAGEMENT

959 32. (a) The Authority is responsible for complying with applicable Federal, State,  
960 and local laws, rules, and regulations related to pest management in performing its  
961 responsibilities under this Agreement.

962 (b) The Authority is responsible for effectively avoiding the introduction and  
963 spread of, and for otherwise controlling, undesirable plants and animals, as defined by the  
964 Contracting Officer, on or in Federal Project lands, Federal Project waters, and Federal Project  
965 works for which and to the extent that the Authority has operation and maintenance  
966 responsibility. The Authority is responsible for exercising the level of precaution necessary in  
967 meeting this responsibility, including inspecting its vehicles, watercraft, and equipment for  
968 reproductive and vegetative parts, foreign soil, mud or other debris that may cause the spread of  
969 weeds, invasive species and other pests, and removing such materials before moving its vehicles,  
970 watercraft, and equipment onto any Federal land, into any Federal Project facility waters, or out  
971 of any area on Federal Project land where work is performed.

972 (c) Where decontamination of the Authority's vehicles, watercraft, or  
973 equipment is required prior to entering Federal Project land or waters, the decontamination shall  
974 be performed by the Authority at the point of prior use, or at an approved offsite facility able to



975 process generated cleaning wastes, pursuant to applicable laws, rules, and regulations. Upon the  
976 completion of work, the Authority will perform any required decontamination within the work  
977 area before moving the vehicles, watercraft, and equipment from Federal Project lands and  
978 waters.

979 (d) Programs for the control of undesirable plants and animals on Federal  
980 Project lands, and in Federal Project waters and Federal Project works for which the Authority  
981 has operation and maintenance responsibility will incorporate Integrated Pest Management  
982 (IPM) concepts and practices. IPM refers to a systematic and environmentally compatible  
983 program to maintain pest populations within economically and environmentally tolerable levels.  
984 In implementing an IPM program, the Authority will adhere to applicable Federal and State laws  
985 and regulations and Department of the Interior and Bureau of Reclamation policies, directives,  
986 guidelines, and manuals, including but not limited to, the Department of the Interior Manual, Part  
987 517 *Integrated Pest Management Policy* and Part 609 *Weed Control Program*, the Plant  
988 Protection Act of June 20, 2000 (Pub. L. 106-224), and Executive Order 13112 of February 3,  
989 1999.

990 MEDIUM FOR TRANSMITTING PAYMENTS

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

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

999 SUSTAINABLE OPERATION AND MAINTENANCE

1000 34. The Authority shall comply with Section Two (2) of Executive Order 13834  
1001 "*Regarding Efficient Federal Operations*". Implementation of this Executive Order as it applies  
1002 to this Agreement is provided in Exhibit C to this Agreement.

1003 COOPERATION/MUTUAL AID

1004 35. (a) In situations which the Contracting Officer and the Authority determine to  
1005 be emergencies or other extraordinary circumstances affecting the Project, including without  
1006 limitation, the Project Works, either the Contracting Officer or the Authority may request the

1007 other to furnish personnel, materials, tools, equipment, or other resources. The Party so  
1008 requested shall immediately cooperate with the other and render such assistance as the Party so  
1009 requested determines to be available. Unless otherwise agreed, the Party making the request,  
1010 within sixty (60) days of receipt of properly itemized bills from the other Party, shall reimburse  
1011 the Party rendering such assistance for all costs properly and reasonably incurred by it in such  
1012 performance. Such costs shall be determined on the basis of current charges or rates charged by  
1013 the Party rendering the assistance.

1014 (b) In instances in which the total costs of responding to emergencies or other  
1015 extraordinary circumstances, whether due to a single event or condition or to multiple events or  
1016 conditions, exceed or substantially deplete the Authority's minimum reserve fund established  
1017 pursuant to Article 14(b), the Contracting Officer agrees to cooperate with the Authority (1) to  
1018 promptly identify sources of funding, including but not limited to, sources available from or to  
1019 the United States; (2) to allocate responsibility for paying the costs of responding to such  
1020 emergencies or other extraordinary circumstances, including but not limited to by determining  
1021 Capital Improvements under Article 5(a); and (3) to develop a timetable for repayment of such  
1022 costs that are provided by the United States and are allocated to the Authority.

1023 AGREEMENT DRAFTING CONSIDERATIONS

1024 36. This Agreement has been negotiated and reviewed by the Parties hereto, each of  
1025 whom is sophisticated in the matters to which this Agreement pertains. Articles 1 through 36 of  
1026 this Agreement have been drafted, negotiated, and reviewed by the Parties, and no one Party  
1027 shall be considered to have drafted the stated Articles.

1028 IN WITNESS WHEREOF, the Parties hereto have executed

1029 this Agreement as of the day and year first above written.

1030 THE UNITED STATES OF AMERICA

1031  
1032 By: \_\_\_\_\_  
1033 Regional Director,  
1034 Interior Region 10: California-Great Basin  
1035 Bureau of Reclamation  
1036

1037 MADERA-CHOWCHILLA WATER &  
1038 POWER AUTHORITY

1039 (SEAL)

1040  
1041  
1042 By: \_\_\_\_\_  
1043 Chair, Board of Directors

1044 Attest:  
1045  
1046 \_\_\_\_\_  
1047 Secretary

**EXHIBIT A**

**LIST OF PROJECT WORKS**

Madera-Chowchilla Water and Power Authority

Madera Canal from Station 6+65 (Milepost 0.00) to Station 1929+90 (Milepost 35.96), including all right-of-way and all associated facilities, including in-line control facilities, turnouts, measuring devices, Madera Canal Equalizing Reservoir, associated water level control devices and water level recording instruments, and other appurtenant structures as described in the following section 5.2.27 of the Performance Work Statement, revised June 3, 1985 and the following Structures List\*.

\*The following Structures List is incorporated into this Exhibit A. The Structures List includes utility lines, poles, bridges, and right-of-way that are the responsibility of the specific commercial utility company, state, or local public agency as appropriate.

## EXHIBIT A

### LIST OF PROJECT WORKS

Madera-Chowchilla Water and Power Authority

(Section 5.2.27 - Performance Work Statement)

Operating and Maintenance Buildings, Residences and Storage Areas, Fresno Office (CVP)

#### 5.2.27.1 Residence

There is 1 Government residence located on the Madera Canal. The residence is a wood frame constructed on a concrete foundation in accordance with the plans, elevations and details shown on the drawings listed. The house is equipped with complete operative plumbing, electrical, cooling and heating.

5.2.27.2 The residence is located at the following locations along the Madera Canal as listed:

1. One 3-bedroom residence at Fresno River, Madera Canal Milepost 18.52, Station 1028+00, Fresno River and Road 400 (River Road), Madera County, California, Specifications No. R2-125.

#### 5.2.27.3 Operations and Maintenance Buildings and Yards

O&M buildings and the Fresno River yard located at MP 18.52 on the Madera Canal consist of the following facilities:

1. Warehouse building – 1,600 sq. ft.
2. Fresno River storage yard – 20,230 sq. ft.
3. Fuel building – 100 sq. ft.

**EXHIBIT A**  
**LIST OF PROJECT WORKS**  
(Structures List)

Madera-Chowchilla Water and Power Authority

<b>Milepost</b>	<b>Station</b>	<b>Structure</b>	<b>Size</b>	<b>Type</b>	<b>Canal Invert Elevation</b>	<b>Photo</b>	<b>Comment</b>
-0.10	1+29	Axis of Friant Dam					
-0.08	2+61	End of Valve Structure			442.75		
-0.04	4+67	Wave Suppressor			435.02		
-0.03	5+10	Bridge - Operating Road	24'	Concrete	435.02		at Friant Dam
-0.01	6+10	Station Adjustment: 6+10 Bk = 6+64.79 Ah					
0.00	6+65	Lining Transition		Concrete	435.02	MAD 1-2	Start - Madera Canal
0.01	7+15	Lining Raise - Begin	18"	Gunite			Start - Concrete Lined Section #1
0.08	11+03	Inlet Drain	8"	CMP	434.78		

0.08	11+15	Lining Raise - End	18"	Gunite			
<b>Milepost</b>	<b>Station</b>	<b>Structure</b>	<b>Size</b>	<b>Type</b>	<b>Canal Invert Elevation</b>	<b>Photo</b>	<b>Comment</b>
0.10	12+55	Inlet Drain	8"	CMP	434.72		
0.16	15+20	Inlet Drain	12"	CMP	434.68		
0.19	16+76	Inlet Drain	8"	CMP	434.66		
0.24	19+13	Siphon #1 - Inlet	11' 9"	Concrete	434.63	MAD 1-2	Cottonwood Creek
0.28	21+24	Siphon #1 - Blow Off	10"	Cast Iron			
0.33	24+29	Siphon #1 - Outlet	11' 9"	Concrete	431.26	MAD 1-3	
0.34	24+30	Lining Raise - Begin	18"	Gunite			
0.34	24+69	Ladder		Steel			
0.35	25+14	Station Adjustment: 25+16.3 Bk = 25+13.6 Ah			431.23		
0.36	25+75	Lining Raise - End	18"	Gunite			
0.36	25+75	Lining Raise - Begin	12"	Gunite			
0.45	30+74	Inlet Drain	8"	CMP	431.07		
0.48	32+38	Inlet Drain	1 - 8"	CMP	431.02		
0.56	36+65	Inlet Drain	8"	CMP	430.89		
0.58	37+50	Station Adjustment: 37+50 Bk = 38+00 Ah			430.86		
0.73	45+50	Inlet Drain	8"	CMP	430.64		

0.73	45+50	Ladder		Steel	430.64		
<b>Milepost</b>	<b>Station</b>	<b>Structure</b>	<b>Size</b>	<b>Type</b>	<b>Canal Invert Elevation</b>	<b>Photo</b>	<b>Comment</b>
0.74	46+22	Bridge - Farm	16'	Timber/Concrete	430.61	MAD 1-4	Load Limit 15 Tons
0.74	46+22	Cattle Guard	2 - 7'x12'	Steel	430.61		
0.75	46+37	Inlet Drain	10"	CMP			
0.80	49+03	Inlet Drain	10"	CMP	430.53		
0.85	51+73	Inlet Drain	8"	CMP	430.45		
0.90	54+35	Crossing - Power Line	12 kV	Pole Line			
0.90	54+35	Crossing - Telephone Line		Pole Line			
0.92	55+63	Inlet Drain	6"	Steel	430.33		
0.93	56+14	Bridge - County Road	24'	Steel/Concrete	430.32		Friant-Madera Road or Road 206
0.93	56+14	Crossing - Telephone Line					on bridge
0.94	56+29	Inlet Drain	6"	Steel	430.31		
0.95	57+06	Recorder House		Concrete Block	430.29		
0.95	57+00	Station Adjustment: 57+18 Bk = 57+00 Ah			430.29		
0.99	59+09	Inlet Drain	8"	CMP	430.23		
1.05	62+42	Inlet Drain	8"	CMP	430.13		



1.10	65+04	Bridge - Measuring	6'	Steel Truss	430.05	MAD 1-5	
<b>Milepost</b>	<b>Station</b>	<b>Structure</b>	<b>Size</b>	<b>Type</b>	<b>Canal Invert Elevation</b>	<b>Photo</b>	<b>Comment</b>
1.13	66+72	Inlet Drain	20"	CMP	430.00		
1.18	69+42	Inlet Drain	8"	CMP	429.92		
1.21	70+76	Ladder		Steel			
1.22	71+29	Inlet Drain	3' x 3'	Concrete	429.86		
1.27	74+19	Inlet Drain	3' x 3'	Concrete	429.77		
1.33	77+10	Inlet Drain	8"	CMP	429.69		
1.41	81+41	Inlet Drain	12"	CMP	429.56		
1.48	85+11	Inlet Drain	3' x 3'	Concrete			
1.57	89+60	Inlet Drain	8"	CMP	429.31		
1.61	91+66	Inlet Drain	10"	CMP	429.25		
1.64	94+26	Inlet Drain	6"	Steel	429.17		
1.65	94+40	Bridge - Farm	16'	Timber	429.17	MAD 1-6	Load Limit 15 Tons, has 6" water pipe on bridge
1.66	94+40	Cattle Guard	2 - 7' x 12'	Steel	429.17		
1.66	94+56	Inlet Drain	8"	CMP	429.16		
1.66	94+40	Ladder		Steel			
1.78	100+76	Inlet Drain	10"	CMP	428.98		
1.89	106+72	Inlet Drain	3' x 3'	Concrete	428.80		

<b>Milepost</b>	<b>Station</b>	<b>Structure</b>	<b>Size</b>	<b>Type</b>	<b>Canal Invert Elevation</b>	<b>Photo</b>	<b>Comment</b>
2.09	117+20	Inlet Drain	8"	CMP	428.48		
2.09	117+20	Lining Raise - End	12"	Gunite	428.48		
2.14	119+98	Inlet Drain	4' x 3'	Concrete	428.40		
2.30	128+43	Crossing - Irrigation Pipeline	12"	Steel			
2.30	128+43	Inlet Drain	6"	CMP			
2.50	139+00	Bridge - Farm	16'	Timber	427.83	MAD 1-8	Load Limit 15 Tons, has 2" conduit on bridge
2.50	139+00	Inlet Drain	8"	CMP	427.83		
2.50	139+00	Inlet Drain	2"	Steel			
2.66	147+40	Crossing - Irrigation Pipeline	22"	Steel			
2.68	148+46	Inlet Drain	6"	PVC			
2.78	153+74	Crossing - Power Line	12 kV				PG&E
2.84	156+71	Inlet Drain	8"	CMP	427.30		
2.97	163+53	Inlet Drain	8"	PVC			
3.10	170+35	Siphon #2 - Inlet	11' 9"	Concrete	426.89	MAD 1-9	
3.10	170+35	Inlet Drain	10"	PVC			
3.15	172+99	Siphon #2 - Blow Off	10"	Cast Iron			
3.20	176+45	Siphon #2 - Outlet	11' 9"	Concrete	423.61	MAD 1-10	

<b>Milepost</b>	<b>Station</b>	<b>Structure</b>	<b>Size</b>	<b>Type</b>	<b>Canal Invert Elevation</b>	<b>Photo</b>	<b>Comment</b>
3.30	181+73	Cattle Guard	7' x 12'	Steel			
3.69	201+63	Bridge - County Road	24'	Steel/Concrete	422.85	MAD 1-11	Avenue 15 or Road 204
3.69	201+63	Ladder		Steel			
3.74	204+00	Siphon #3 - Inlet	11' 9"	Concrete	422.78	MAD 1-11	
3.74	204+00	Cattle Guard	7' x 12'	Steel	422.78		
3.74	204+00	Ladder		Steel			
3.78	206+11	Siphon #3 - Blow Off	10"	Cast Iron			
3.80	207+97	Station Adjustment: 207+98.19 Bk = 207+97.21 Ah					
3.81	208+32	Siphon #3 - Outlet	11' 9"	Concrete	420.46	MAD 1-11	
3.81	208+32	Cattle Guard	7' x 12'		420.46		
3.81	208+32	Lining Raise - Begin	18"	Gunite	420.46		
3.82	209+04	Lining Raise - End	18"	Gunite	420.44		
3.82	209+04	Lining Raise - Begin	12"	Gunite	420.44		
4.00	218+54	Inlet Drain	10"	CMP			
4.09	223+29	Inlet Drain	10"	CMP			
4.19	228+03	Inlet Drain	8"	CMP	419.87		
4.44	241+42	Inlet Drain	8"	CMP	419.47		
4.57	248+30	Bridge - Farm	16'	Timber/Concrete	419.26	MAD 1-13	Load Limit 15 Tons

Milepost	Station	Structure	Size	Type	Canal Invert Elevation	Photo	Comment
4.57	248+30	Cattle Guard	2 - 7' x 12'	Steel	419.26		
4.57	248+30	Ladder		Steel	419.26		
4.62	250+95	Inlet Drain	10"	CMP	419.18		
4.79	259+91	Culvert	3' x 3'	Concrete	418.91	MAD 1-13	
4.90	265+46	Inlet Drains	2 - 6"	PVC	0.00		Madera Water installed, verify size
5.00	271+00	Inlet Drain	10"	CMP	418.58		
5.10	276+28	Ladder		Steel			
5.20	282+00	Inlet Drain	12"	CMP	418.25		
5.38	291+19	Check		Concrete	417.98	MAD 1-18	Not Used (check gates removed)
5.38	291+19	Wasteway		Concrete	417.98		Delivery (Madera I.D.) - Not Used
5.39	291+96	Ladder		Steel	417.96		
5.53	299+10	Inlet Drain	10"	CMP	417.75		
5.60	302+33	Inlet Drain	10"	CMP	417.65		w/Flap Gate
5.68	306+80	Bridge - Farm	16'	Timber/Concrete	417.51	MAD 1-18	Load Limit 15 Tons
5.73	309+60	Culvert	4' x 4'	Concrete	417.42	MAD 1-19	
5.80	313+38	Inlet Drain	8"	CMP	417.32		
5.90	318+66	Recorder House		Concrete Block			Not Used

<b>Milepost</b>	<b>Station</b>	<b>Structure</b>	<b>Size</b>	<b>Type</b>	<b>Canal Invert Elevation</b>	<b>Photo</b>	<b>Comment</b>
5.91	319+00	Inlet Drain	12"	CMP	417.15		
5.92	319+53	Ladder		Steel			
6.09	328+63	Overchute	8' x 4'	Concrete	416.86	MAD 1-19	
6.11	329+62	Bridge - Farm	16'	Timber	416.83	MAD 1-19	Load Limit 15 Tons
6.12	330+09	Check		Concrete	416.81	MAD 1-19	Start - Concrete Lined Section #2
6.12	330+09	Recorder House		Concrete Block	416.81		
6.12	330+09	Lining Raise - End	12"	Gunite	416.81		End - Concrete Lined Section #1
6.12	330+09	Turnout			416.81		Madera I.D.
6.26	337+48	Inlet Drain	6"	Steel	417.73		
6.35	342+20	Inlet Drain	10"	CMP	417.40		
6.56	353+40	Overchute	3.5'	Steel	416.62	MAD 1-21	
6.85	368+80	Inlet Drain	10"	CMP	415.54		
7.13	382+00	Inlet Drain	4 - 20"	CMP			
7.18	386+22	Station Adjustment: 386+21.65 Bk = 425+00 Ah			414.32		
7.25	428+35	Overchute	6' x 3'	Concrete	414.09	MAD 1-23	
7.25	428+35	Overchute - Discharge Pipes Under Operating Road	2 - 42"	CMP	414.09		

<b>Milepost</b>	<b>Station</b>	<b>Structure</b>	<b>Size</b>	<b>Type</b>	<b>Canal Invert Elevation</b>	<b>Photo</b>	<b>Comment</b>
7.32	432+36	Bridge - Highway	36'	Concrete	413.81	MAD 1-23	State Highway 41
7.32	432+36	Crossing - Telephone Line			413.81		on d/s side of bridge
7.34	433+21	Inlet Drain	4' x 2'	Concrete	413.75		
7.69	451+15	Transition - Inlet	8' Wide	Concrete	412.49	MAD 1-24	End - Concreted Lined Section #2
7.70	451+50	Transition - Outlet	20' Wide	Concrete	410.91		Start - Earth Lined Section #1
8.58	498+44	Culvert	4' x 4'	Concrete	410.20	MAD 1-29	
8.77	508+54	Bridge - Farm	20'	Timber/Concrete	410.05	MAD 1-30	Load Limit 15 Tons
8.77	508+54	Cattle Guard	2 - 7' 10" x 12'	Steel	410.05		
9.06	524+17	Culvert	3' x 3'	Concrete	409.82	MAD 1-30	
9.23	532+80	Bridge - Farm	16'	Timber	409.69	MAD 1-31	Load Limit 15 Tons
9.23	532+80	Cattle Guard	2 - 7' 10" x 12'	Steel	409.69		
9.39	541+25	Inlet Drain	15"	CMP	409.56		w/Flap Gate
9.42	543+25	Inlet Drain	4' x 2.5'	Concrete	409.53		
9.62	553+69	Inlet Drain	8"	CMP	409.38		w/Flap Gate
9.72	559+00	Culvert	3' x 3'	Concrete	409.30	MAD 1-32	
9.91	568+75	Inlet Drain	4' x 2.5'	Concrete	409.15		
9.93	570+33	Inlet Drain	8"	CMP	409.13		w/Flap Gate

Milepost	Station	Structure	Size	Type	Canal Invert Elevation	Photo	Comment
10.16	582+47	Inlet Drain	8"	CMP	408.95		w/Flap Gate
10.37	593+42	Culvert	5' x 4'	Concrete	408.78	MAD 1-34	
10.63	606+93	Station Adjustment: 606+92.74 Bk = 607+00 Ah			408.58		
10.73	612+50	Inlet Drain	5.75' x 3'	Concrete	408.50		
11.03	628+00	Bridge - Farm	16'	Timber	408.26	MAD 1-36	Load Limit 10 Tons
11.03	628+00	Cattle Guard	2 - 7' 10" x 12'	Steel	408.26		
11.13	633+50	Culvert	2.5' x 2.5'	Concrete	408.18		
11.61	658+52	Inlet Drain	6"	Steel	407.81		
11.64	660+20	Bridge - Highway	36'	Concrete	407.78	MAD 1-37	State Highway 145
11.70	663+35	Inlet Drain	12"	CMP	407.73		w/Flap Gate
11.74	665+50	Inlet Drain	5' x 2.5'	Concrete	407.70		
12.33	696+65	Inlet Drain	12"	CMP	407.24		w/Flap Gate
12.36	698+16	Inlet Drain	4' x 2.5'	Concrete	407.21		
12.52	706+20	Siphon #4 - Inlet	12.5'	Concrete	407.09	MAD 1-39	Hildreth Creek
12.54		Blowoff Siphon #4					
12.60	711+64	Siphon #4 - Outlet	12.5'	Concrete	405.84	MAD 1-39	
12.82	722+48	Culvert	5' x 5'	Concrete	405.68	MAD 1-42	
13.06	735+20	Culvert	3' x 3'	Concrete	405.49	MAD 1-43	

<b>Milepost</b>	<b>Station</b>	<b>Structure</b>	<b>Size</b>	<b>Type</b>	<b>Canal Invert Elevation</b>	<b>Photo</b>	<b>Comment</b>
13.06	735+20	Turnout		Concrete	405.49		Madera I.D., Hildreth Creek
13.06	735+20	Recorder House		Concrete Block	405.49		
13.22	743+08	Inlet Drain	5' x 2.5'	Concrete	405.37		
13.48	757+35	Inlet Drain	5.75' x 3'	Concrete	405.15		
13.77	772+66	Inlet Drain	10"	CMP	404.92		w/Flap Gate
13.79	773+72	Inlet Drain	4' x 2.5'	Concrete	404.91		
13.84	776+35	Inlet Drain	10"	CMP	404.87		w/Flap Gate
14.02	785+81	Inlet Drain	10"	CMP	404.73		
14.14	793+30	Cattle Guard	7' 10' x 12'	Steel			
14.22	796+60	Inlet Drain	5' x 2.5'	Concrete	404.57		
14.50	811+40	Inlet Drain	5' x 2.5'	Concrete	404.34		
15.04	840+00	Bridge - Farm	20'	Timber/Concrete	403.91		Load Limit 10 Tons
15.04	840+00	Cattle Guard	2 - 7' 10" x 12'	Steel	403.91		
15.11	843+86	Inlet Drain	4' x 2.5'	Concrete	403.86		
15.31	854+03	Inlet Drain	15"		0.00		Field verify size and type
15.50	864+20	Culvert	5' x 4'	Concrete	403.56	MAD 1-50	
16.43	913+50	Inlet Drain	5.75' x 3'	Concrete	402.81		
16.54	918+95	Bridge - Farm	20'	Timber/Concrete	402.73	MAD 1-53	Load Limit 10 Tons



<b>Milepost</b>	<b>Station</b>	<b>Structure</b>	<b>Size</b>	<b>Type</b>	<b>Canal Invert Elevation</b>	<b>Photo</b>	<b>Comment</b>
17.03	942+92	Inlet Drain	12"	CMP			
17.28		Turnout	8"	PVC			
17.28	958+32	Culvert	5' x 4'	Concrete	402.14	MAD 1-55	
17.36	962+59	Station Adjustment: 962+59.23 Bk = 964+00 Ah			402.08		
17.67	978+49	Recorder House	24"	CMP	401.86		
17.71	980+65	Hydro Power Plant #1 - Inlet		Steel/Concrete	401.83	MAD 1-55	Trash Rack
17.71	980+65	Check	20' x 10'	Radial Gate	401.83	MAD 1-55	+ Drop (~30'), Bypass for Hydro Plant #1
17.77	983+82	Hydro Power Plant #1	1835 kW	Kaplan Turbine, Synchronous Generator, U/S Control	370.69		
17.78	984+35	Hydro Power Plant #1 - Outlet			370.69		
17.85	987+78	Station Adjustment: 987+77.78 Bk = 989+00 Ah			370.63		
18.03	996+98	Inlet Drain	15"	CMP	370.51		
18.37	1018+20	Turnout	2.5' x 2.5'	Concrete	370.19		Madera I.D. - Not Used (hoist and stem removed)
18.38	1018+66	Inlet Drain	18"	CMP	370.19		
18.39	1019+20	Overchute	7' x 3.25'	Concrete	370.18	MAD 1-58	

18.52	1026+50	Bridge - Farm	20'	Timber/Concrete	370.07	MAD 1-58	Load Limit 15 Tons
<b>Milepost</b>	<b>Station</b>	<b>Structure</b>	<b>Size</b>	<b>Type</b>	<b>Canal Invert Elevation</b>	<b>Photo</b>	<b>Comment</b>
18.52	1026+50	Ditchrider's Residence, Warehouse, and Storage Yard			370.07		
18.79	1040+00	Siphon #5 - Inlet	10.5'	Concrete	369.86	MAD 1-59	Fresno River, End - Earth Lined Section #1
18.79	1040+00	Recorder House		Concrete Block	369.86		
18.79	1040+00	Bridge - County Road	24'	Over Siphon	369.86		Road 400 or Yosemite Road Over Siphon #5
18.81	1041+65	Check		Concrete	368.29	MAD 1-59	on Siphon #5, Fresno River
18.81	1041+65	Wasteway			368.29		Delivery (Madera I.D.), Fresno River
18.81	1041+65	Recorder House			368.29		
18.92	1047+15	Bridge - Operating Road	16' x 373'	Timber Pile		MAD 1-59	Fresno River, Load Limit 7.5 Ton
18.98	1050+26	Siphon #5 - Outlet	10.5'	Concrete	366.49	MAD 1-59	Start - Earth Lined Section #2
18.98	1050+26	Cattle Guard	7' 10" x 12'	Steel	366.49		
19.17	1060+28	Inlet Drain	6"	Steel	366.26		
19.25	1064+67	Drop Structure - Inlet	11.24'	Concrete	366.20	MAD 1-59	End - Earth Lined Section #2

19.29	1066+77	Drop Structure - Outlet, Begin Equalizing Reservoir		Concrete	354.96	MAD 1-59	Start - Earth Lined Section #3
<b>Milepost</b>	<b>Station</b>	<b>Structure</b>	<b>Size</b>	<b>Type</b>	<b>Canal Invert Elevation</b>	<b>Photo</b>	<b>Comment</b>
19.33	1057+00	Station Adjustment: 1068+73.16 Bk = 1057+00 Ah			354.92		
19.34	1057+69	Cattle Guard	7' 9" x 12'	Steel			
20.42	1115+00	Bridge - Farm	16' x 88'	Timber/Concrete	356.00	MAD 1-65	Load Limit 15 Tons
20.57	1123+00	Turnout	2.5' x 2.5'	Concrete	356.00		Madera I.D., Dike3 in Res, 740' Lt - Not Used
21.55	1140+87	Cattle Guard	7' 9" x 12'	Steel			
21.74	1150+90	Cattle Guard	7' 9" x 12'				
21.76	1159+00	Station Adjustment: 1168+06.35 Bk = 1159+00 Ah					
21.78	1174+84	Equalization Reservoir Outlet Structure		Concrete	352.56	MAD 1-75	Res. Outlet Structure, End-Earth Lined Section #3
21.78	1174+84	Recorder House		Concrete Block	352.56		+Generator Room
21.78	1174+84	Hydro Power Plant #2 - Inlet	2 - 8' x 8'	Slide Gate	352.56		
21.79	1175+37	Hydro Power Plant #2	605 kW	Kaplan Turbine, Synchronous Generator, D/S Control			w/8' x 8' Bypass Slide Gate
21.80	1176+41	Hydro Power Plant #2 - Outlet	2 - 8' x 8'	Slide Gate			Start - Earth Lined Section #4

21.96	1180+03	Inlet Drain	10"	Steel	351.44		
<b>Milepost</b>	<b>Station</b>	<b>Structure</b>	<b>Size</b>	<b>Type</b>	<b>Canal Invert Elevation</b>	<b>Photo</b>	<b>Comment</b>
22.00	1182+13	Recorder House		Concrete Block	351.42		
22.07	1185+83	Inlet Drain	8"	Steel	351.32		
22.22	1198+49	Inlet Drain	6"	Steel	351.07		
22.27	1201+13	Inlet Drain	8"	Steel	351.02		
22.33	1207+00	Station Adjustment: 1207+07 Bk = 1207+00 Ah			350.90		
22.44	1212+58	Bridge - Measuring	6'	Steel Truss	350.79	MAD 1-77	
22.85	1234+00	Culvert	3' x 3'	Concrete	350.36	MAD 1-78	
22.96	1240+12	Bridge - County Road	24'	Timber/Concrete	350.24	MAD 1-78	Raymond Road or Road 600
22.96	1240+12	Crossing - Telephone Line		Pole Line	350.24		
22.96	1240+12	Turnout	3.5' x 3.5'	Concrete			Madera I.D. - Not Used
23.11	1248+00	Inlet Drain	4.5' x 2.7'	Concrete	350.08		
23.58	1272+43	Inlet Drain	4.5' x 2.7'	Concrete	349.59		
23.90	1289+33	Recorder House		Concrete Block			Not Used
24.15	1302+10	Siphon #6 - Inlet	9.5'	Concrete	349.00	MAD 1-81	Dry Creek, End - Earth Lined Section #4
24.15	1302+10	Turnout	2 - 4' x 4'	Slide Gates	349.00		Madera I.D., Dry Creek
24.15	1302+10	Cattle Guard	2 - 7' x 12'		349.00		

<b>Milepost</b>	<b>Station</b>	<b>Structure</b>	<b>Size</b>	<b>Type</b>	<b>Canal Invert Elevation</b>	<b>Photo</b>	<b>Comment</b>
24.15	1302+10	Measuring Cableway on Dry Creek Channel			349.00		
24.15	1302+10	Recorder House			349.00		
24.15	1302+10	Crossing - Power Line			349.00		
24.15	1302+10	Parshall Flume at Turnout Structure			349.00		
24.20	1305+64	Culvert - Operating Road	4 - 48"	CMP	349.00		w/Flap Gates, Dry Creek Under Op Road
24.20	1305+64	Siphon #6 - Blow Off	10"	Cast Iron			
24.21	1306+17	Hydro Power Plant #3	471 kW	Kaplan Turbine, Induction Generator, D/S Control			
24.27	1309+62	Siphon #6 - Outlet	9.5'	Concrete	342.52	MAD 1-81	Start - Earth Lined Section #5
24.77	1335+59	Culvert	3' x 3'	Concrete	342.00	MAD 1-85	
25.25	1360+96	Culvert	2.5' x 2.5'	Concrete	341.49	MAD 1-86	
25.32	1364+55	Bridge - Farm	20'	Timber/Concrete	341.42	MAD 1-86	Load Limit 15 Tons
25.96	1398+00	Culvert	3' x 3'	Concrete	340.75	MAD 1-88	
26.26	1413+75	Siphon #7 - Inlet	8.5' x 8.5'	Concrete	340.44	MAD 1-89	County Road 602 or Daulton Road

<b>Milepost</b>	<b>Station</b>	<b>Structure</b>	<b>Size</b>	<b>Type</b>	<b>Canal Invert Elevation</b>	<b>Photo</b>	<b>Comment</b>
26.26	1413+75	Crossing - Power Line	12 kV		340.44		
26.26	1413+75	Crossing - Telephone Line			340.44		Buried
26.26	1413+75	Cattle Guard	2 - 7' 10" x 12'	Steel	340.44		
26.28	1416+26	Siphon #7 - Outlet	8' 5" x 8' 5"	Concrete	337.62	MAD 1-89	
26.49	1427+40	Station Adjustment: 1427+40.19 Bk = 1430+00 Ah			337.40		
26.80	1443+72	Turnout	2' x 2'	Concrete			Madera I.D.
27.21	1467+00	Culvert	3' x 3'	Concrete	336.66	MAD 1-95	
27.38	1476+03	Bridge - County Road	24'	Timber/Concrete	336.48	MAD 1-96	Talbot Road, Road 28 1/2, or Buchanan Road
27.40	1477+09	Turnout	24"	Concrete			Madera I.D.
27.88	1502+00	Culvert	2.5' x 2.5'	Concrete	335.96	MAD 1-97	
28.04	1510+83	Cattle Guard	7' 10" x 12'		335.78		
28.04	1510+83	Pipe Crossing	12"	PVC	335.78		On burned down bridge piers
28.38	1528+78	Turnout	100 HP/2000 GPM	Bank-Mounted Turbine Pump			Madera I.D. - Temporary
28.39		Turnout – 5AS					
28.49	1534+35	Inlet Drain	4.5" x 2' 7"	Concrete	335.31	MAD 1-98	

<b>Milepost</b>	<b>Station</b>	<b>Structure</b>	<b>Size</b>	<b>Type</b>	<b>Canal Invert Elevation</b>	<b>Photo</b>	<b>Comment</b>
28.64	1542+27	Turnout	2' 4" x 2' 4"	Concrete			Madera I.D.
28.92	1557+00	Culvert	2 - 4' x 3'	Concrete	334.86	MAD 1-99	
29.41	1582+83	Bridge - Farm	20'	Timber/Concrete	334.34	MAD 1-102	Load Limit 10 Tons
29.41	1582+83	Cattle Guard	2 - 7' 10" x 12'	Steel			
29.60	1592+06	Culvert	2' 5" x 2' 5"	Concrete	334.14	MAD 1-103	
29.60	1592+00	Station Adjustment: 1592+82.06 Bk = 1592+00 Ah			334.14		
30.35	1631+70	Siphon #8 - Inlet	9' 5"	Concrete	335.35	MAD 1-108	Berenda Creek
30.35	1631+70	Turnout		Concrete	335.35		Madera I.D., Berenda Creek
30.35	1631+70	Check		Concrete	335.35		Siphon #8 Inlet, Berenda Creek
30.35	1631+70	Recorder House		Concrete Block	335.35		
30.40	1631+70	Wood Timber Spaned Open Box Culvert	8' span	Wood/Concrete			Replaced former twin 48" CMP culverts
30.40	1634+34	Turnout	2' 5" x 2' 5"	Concrete			Madera I.D., Berenda Creek
30.50	1639+62	Turnout	2' 5" x 2' 5"	Concrete			Madera I.D. - Not Used
30.55	1642+91	Siphon #8 - Outlet	9' 5"	Concrete	325.07	MAD 1-108	
30.57	1643+90	Station Adjustment: 1643+90 Bk = 1644+00 Ah			325.05		

Milepost	Station	Structure	Size	Type	Canal Invert Elevation	Photo	Comment
31.21	1677+52	Inlet Drain	4' x 2.3'	Concrete	324.37		
31.56	1695+93	Culvert	2. 5' x 2.5'	Concrete	324.01		
31.79	1708+00	Inlet Drain	4' x 2.3'	Concrete	323.77		
31.83	1710+10	Bridge - County Road	24'	Timber/Concrete	323.73	MAD 1-110	Road 26
31.83	1710+10	Crossing - Telephone Line		Pole Line	323.73		
31.83	1710+10	Cattle Guard	2 - 7' x 10"	Steel	323.73		
32.03	1720+00	Inlet Drain	4' x 2.3'	Concrete	323.53		
32.21	1730+00	Turnout	2 - 4.25' x 4'	Concrete	323.33	MAD 1-111	Madera I.D.
32.21	1730+00	Recorder House		Concrete Block	323.33		
32.49	1744+64	Bridge - County Road	24'	Timber/Concrete	323.04	MAD 1-112	Powerline Road or Avenue 26
32.49	1744+64	Crossing - Power Line	66 kV		323.04		PG&E
32.75	1758+70	Culvert	3' x 3'	Concrete	322.75	MAD 1-112	
32.78	1758+00	Station Adjustment: 1759+93.53 Bk = 1758+00 Ah			322.73		
32.95	1767+11	Bridge - Measuring	6'	Steel			
33.16	1778+20	Bridge - County Road	24'	Timber/Concrete	322.33	MAD 1-113	Road 25
33.16	1778+20	Cattle Guard	2 - 7' 10" x 12'	Steel	322.33		
33.16	1778+20	Crossing - Irrigation Pipeline	2"	Steel	322.33		on U/S Side of Bridge



Milepost	Station	Structure	Size	Type	Canal Invert Elevation	Photo	Comment
33.33	1787+00	Sation Adjustment: 1787+16.85 Bk = 1787+00 Ah			322.15		
33.60	1801+55	Recorder House		Concrete Block			Milepost is an approximation, field verify
33.62	1802+55	Check		Concrete	321.85	MAD 1-117	
33.62	1802+55	Turnout		Concrete	321.85	MAD 1-117	Madera I.D. - Not Used (gate hoists removed)
33.67	1805+30	Culvert	3' x 3'	Concrete	320.78	MAD 1-117	
34.00	1822+32	Inlet Drain	8"	CMP	0.00		Milepost is an approximation, field verify
34.50	1848+72	Bridge - County Road	24'	Timber/Concrete	319.11	MAD 1-119	Road 24
34.50	1848+72	Cattle Guard	2 - 7' 10" x 12'	Steel	319.92		
34.50	1848+72	Turnout	2' x 2'	Concrete	0.00		Chowchilla W.D.
34.55	1851+75	Culvert	3' x 3'	Concrete	319.86	MAD 1-119	
35.26	1189+08	Bridge - County Road	24'	Timber/Concrete	319.11	MAD 1-121	Avenue 27 1/2
35.26	1189+08	Crossing - Irrigation Pipeline	10"	Steel	319.11		D/S of Bridge
35.27	1889+08	Turnout	2.5' x 2.5'	Concrete			Chowchilla W.D.
35.38	1895+13	Inlet Drain	6"	Steel	318.99		
35.64	1909+10	Recorder House		Concrete Block	318.71		

<b>Milepost</b>	<b>Station</b>	<b>Structure</b>	<b>Size</b>	<b>Type</b>	<b>Canal Invert Elevation</b>	<b>Photo</b>	<b>Comment</b>
35.67	1910+60	Wasteway	10.5' x 8'	Radial Gate	318.68	MAD 1-122	Delivery (Chowchilla W.D.), Berenda Slough
35.70	1911+96	Inlet Drain	18"	CMP	318.68		
35.90	1923+10	Hydro Power Plant #4 - Inlet	13.59'	Concrete	305.92	MAD 1-123	End - Earth Lined Section #5
35.93	1924+90	Hydro Power Plant #4	900 kW	Kaplan Turbine, Induction Generator, U/S Control			
35.93		Drop Structure and Wasteway - Outlet					
35.96	1926+90	End - Madera Canal			298.50		Chowchilla W.D., Berenda Slough
35.96	1926+90	Hydro Power Plant #4 - Outlet	100' Wide	Earth	298.50	MAD 1-123	Ash Slough

**EXHIBIT B**

**LIST OF OBLIGATIONS TO CONVEY AND DISTRIBUTE WATER IN AND FROM  
THE PROJECT WORKS**

Madera-Chowchilla Water and Power Authority

Water Service Contracts:

Madera Irrigation District	I75r-2891D
Chowchilla Water District	I75r-2385D

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## **EXHIBIT C**

### **SUSTAINABLE OPERATION AND MAINTENANCE**

#### **MADERA-CHOWCHILLA WATER AND POWER AUTHORITY**

#### **ROLES AND RESPONSIBILITIES FOR SUSTAINABLE OM&R**

In order to comply with Section 2 of Executive Order 13834 “Regarding Efficient Federal Operations” as it relates to this Contract and more specifically the Transferred Works, the Authority shall:

- Achieve and maintain annual reductions in building energy use and implement energy efficiency measures that reduce costs;
- Meet statutory requirements relating to the consumption of renewable energy and electricity;
- Reduce potable and non-potable water consumption, and comply with stormwater management requirements;
- Utilize performance contracting to achieve energy, water, building modernization, and infrastructure goals;
- Ensure that new construction and major renovations conform to applicable building energy efficiency requirements and sustainable design principles; consider building efficiency when renewing or entering into leases; implement space utilization and optimization practices; and annually assess and report on building conformance to sustainability metrics;
- Implement waste prevention and recycling measures and comply with all Federal requirements with regard to solid, hazardous, and toxic waste management and disposal;
- Acquire, use, and dispose of products and services, including electronics, in accordance with statutory mandates for purchasing preference, Federal Acquisition Regulation requirements, and other applicable Federal procurement policies; and
- Track and report annually energy management activities, performance improvements, cost reductions, greenhouse gas emissions, energy and water savings, and other appropriate performance measures.