

Contract No. 13-WC-20-4507

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

CONTRACT FOR THE TRANSFER TO  
FRESNO COUNTY WATERWORKS DISTRICT NO. 18  
OF THE OPERATION AND MAINTENANCE OF A PORTION OF  
THE FRIANT DIVISION PROJECT WORKS

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OF THE OPERATION AND MAINTENANCE OF A PORTION OF  
THE FRIANT DIVISION PROJECT WORKS

10                   THIS CONTRACT, made this \_\_\_\_ day of \_\_\_\_\_, 2017, pursuant to  
11 the Act of June 17, 1902 (32 Stat. 388), and acts amendatory and supplementary thereto,  
12 including but not limited to Section 5 of the Act of August 13, 1914 (38 Stat. 686), all  
13 collectively referred to as Federal Reclamation law, between the UNITED STATES OF  
14 AMERICA, hereinafter referred to as the United States, and the FRESNO COUNTY  
15 WATERWORKS DISTRICT NO. 18, hereinafter referred to as Contractor, a public agency of  
16 the State of California duly organized, existing, and acting pursuant to the laws thereof, with its  
17 principal place of business in Fresno County, California;

18                   EXPLANATORY RECITALS

19           [1<sup>st</sup>]   WHEREAS, the United States has constructed and is operating the Friant  
20 Division, Central Valley Project, California, for diversion, storage, carriage, distribution and  
21 beneficial use, for flood control, irrigation, municipal, domestic, industrial, and other beneficial  
22 uses, of waters of the San Joaquin River and its tributaries; and

23           [2<sup>nd</sup>]   WHEREAS, the United States and the Contractor entered into Contract Number  
24 14-06-200-5904, as amended, which established terms for the delivery to the Contractor of  
25 Project Water from the Friant Division from August 17, 1956 through February 28, 1997; and

26 [3<sup>rd</sup>] WHEREAS, the Contractor and the United States have, pursuant to subsection  
27 3404(c)(1) of the Central Valley Project Improvement Act, subsequently entered into interim  
28 renewal contract(s), identified as Contract Number (s) 14-06-200-5904-IR1, IR2, IR3, and IR4,  
29 which provided for the continued water service to Contractor from March 1, 1997 through  
30 February 28, 2001, and subsequently entered into a long-term renewal contract identified as  
31 Contract Number 14-06-200-5904-LTR1 dated January 20, 2001, which provided for continued  
32 water service to Contractor through February 28, 2026 and was amended January 18, 2007; and

33 [4<sup>th</sup>] WHEREAS, on December 29, 2010, the United States and the Contractor entered  
34 into Repayment Contract Number 14-06-200-5904D in perpetuity, which replaced Contract No.  
35 14-06-200-5904-LTR1 and established terms for the delivery to the Contractor of Project Water  
36 from the Friant Division and for facilities repayment, and is herein referred to as the “Existing  
37 Contract”; and

38 [5<sup>th</sup>] WHEREAS, the Contractor has requested to Operate and Maintain the  
39 Transferred Project Works and to modify the 24 inch pipeline; and

40 [6<sup>th</sup>] WHEREAS, it is deemed to be in the best interest of the United States and the  
41 Contractor that Operation and Maintenance of the Transferred Project Works is transferred to the  
42 Contractor; and

43 [7<sup>th</sup>] WHEREAS, the Environmental compliance requirements for the execution of this  
44 Contract have been met by the issuance of a Finding of No Significant Impact, FONSI 11-097  
45 dated August 27, 2013, titled “Fresno County Waterworks District No. 18 and Lower Tule River  
46 Irrigation District Request for Approvals Pursuant to the Friant Ranch Specific Plan”;

47 {8<sup>th</sup>} WHEREAS, License No. 17-LC-20-2124 was issued to Fresno County Waterworks  
48 District No. 18, **dated mm/dd/year** for certain actions associated with the Transfer of Project  
49 Works as delineated in Exhibit D of this Contract..

50 NOW, THEREFORE, in consideration of the mutual and dependent covenants  
51 herein contained, it is mutually agreed by the parties as follows:

52 DEFINITIONS

53 1. When used herein, unless otherwise distinctly expressed or manifestly  
54 incompatible with the intent of the parties as expressed in this Contract, the term:

55 (a) "Contracting Officer" shall mean the Secretary of the Interior's duly  
56 authorized representative acting pursuant to this Contract or applicable Federal Reclamation law  
57 or regulation;

58 (b) "Friant Division" shall mean those existing and future Federal facilities,  
59 including, but not limited to, the Friant-Kern Canal, Madera Canal, and Millerton Lake, and  
60 appurtenances thereto, used to divert, store, and convey Project Water;

61 (c) "Operation and Maintenance" or "Operate and Maintain" or "Operated  
62 and Maintained" or "O&M" shall mean normal and reasonable care, control, operation, and  
63 maintenance of the Transferred Project Works, including such repairs and replacements as are  
64 normally considered part of annual operation and maintenance functions and not considered  
65 capital costs of the Project;

66 (d) "Project" shall mean the Central Valley Project owned by the United  
67 States and managed by the Department of the Interior, Bureau of Reclamation;

68 (e) "Project Water(s)" shall mean all water that is developed, diverted, stored,  
69 or delivered by the Secretary in accordance with the statutes authorizing the Project with the  
70 United States pursuant to Federal Reclamation law;

71 (f) "Secretary" shall mean the Secretary of the Interior, a duly appointed  
72 successor, or an authorized representative acting pursuant to any authority of the Secretary and  
73 through any agency of the Department of the Interior;

74 (g) "Transferred Project Works" shall mean those Federal facilities, including  
75 the 18" and 24" pipelines, extending from the downstream side of the 18" butterfly valve near  
76 the Friant-Kern Canal outlet works to the Contractor's existing water treatment facilities; related  
77 in-line control facilities, measuring devices, associated water control devices, and recording  
78 instruments and appurtenant structures, as further described in Exhibits A and B.

79 TERM OF CONTRACT

80 2. (a) This Contract shall become effective on the date first hereinabove written  
81 and shall remain in effect through September 30, 2042, so long as the O&M of the Transferred  
82 Project Works by the Contractor is in full compliance with the terms of this Contract, and in such  
83 manner that said Transferred Project Works remain in good and efficient condition, unless it is  
84 terminated by the Contracting Officer by reason of a material uncured breach by the Contractor;  
85 Provided, That the Contracting Officer shall not seek to terminate this Contract by reason of an  
86 asserted material uncured breach by the Contractor unless it has first provided at least sixty (60)  
87 days written notice of the asserted breach to the Contractor and the Contractor has failed to cure  
88 such breach, or to diligently commence curative actions satisfactory to the Contracting Officer

89 for a breach that cannot be fully cured within sixty (60) days, within the sixty (60)-day notice  
90 period; Provided further, That this Contract may be terminated at any time by mutual consent of  
91 the parties hereto.

92 (b) The Contractor may at any time, upon giving twelve (12) months written  
93 notice, terminate this Contract; Provided, that such termination shall not relieve the Contractor of  
94 any of its duties, liabilities or obligations accruing from the effective date of this Contract to the  
95 effective date of such termination.

96 (c) The Contractor shall have the option to renew this Contract under terms and  
97 conditions mutually agreed to by the United States and the Contractor for successive periods not  
98 to exceed twenty-five (25) years each by providing written notice of such to the Contracting  
99 Officer not more than one year, but not less than six (6) months, prior to the end of the then-current  
100 term.

101 TRANSFER OF OPERATION AND MAINTENANCE

102 3. (a) On the effective date of this Contract as described in subdivision (a) of  
103 Article 2, the Transferred Project Works will be transferred to the Contractor and the Contractor  
104 shall be responsible for the O&M of such Transferred Project Works in accordance with the  
105 terms and conditions of this Contract. The Contractor shall provide the O&M for the Transferred  
106 Project Works in accordance with: (i) the manufacturer's technical manuals, in accordance with  
107 standards of the industry as have been or may be developed, (ii) the Operation and Maintenance  
108 Standards for the Transferred Project Works attached to this Contract as Exhibit C, and, (iii)  
109 applicable Federal, State, and local laws. Deviations from or changes to these standards shall be

110 requested in writing by the Contractor and will require the written approval of the Contracting  
111 Officer in advance of such deviations. Any future transfer of additional Federal facilities shall be  
112 done only at the request of the Contractor and as approved by the Contracting Officer.

113 OPERATION AND MAINTENANCE OF TRANSFERRED PROJECT WORKS

114 4. (a) Upon substantial completion of the Transferred Project Works, or as  
115 otherwise determined by the Contracting Officer, and following written notification, the care,  
116 operation, and maintenance of any or all of the Transferred Project Works may be transferred to  
117 the Contractor. Title to the Transferred Project Works will remain in the name of the United  
118 States, unless otherwise provided by the Congress of the United States.

119 (b) The Contractor, without expense to the United States, shall care for,  
120 Operate, and Maintain the Transferred Project Works in full compliance with the terms of this  
121 Contract and in such a manner that the Transferred Project Works remain in good and efficient  
122 condition.

123 (c) Necessary repairs of the Transferred Project Works shall be made  
124 promptly by the Contractor. In case of unusual conditions or serious deficiencies in the care,  
125 Operation, and Maintenance of the Transferred Project Works threatening or causing interruption  
126 of water service, the Contracting Officer may issue to the Contractor a special written notice of  
127 those necessary repairs. Except in the case of an emergency, the Contractor will be given 60  
128 days to either make the necessary repairs or submit a plan for accomplishing the repairs  
129 acceptable to the Contracting Officer. In the case of an emergency, or if the Contractor fails to  
130 either make the necessary repairs or submit a plan for accomplishing the repairs acceptable to the  
131 Contracting Officer within 60 days of receipt of the notice, the Contracting Officer may cause  
132 the repairs to be made, and the cost of those repairs shall be paid by the Contractor as directed by  
133 the Contracting Officer.

134 (d) The Contractor shall not make any substantial changes in the Transferred  
135 Project Works without first obtaining written consent of the Contracting Officer. The Contractor  
136 shall ensure that no unauthorized encroachment occurs on project land and rights-of-way.

137 (e) The Contractor agrees to indemnify the United States for, and hold the  
138 United States and all of its representatives harmless from, all damages resulting from suits,  
139 actions, or claims of any character brought on account of any injury to any person or property  
140 arising out of any act, omission, neglect, or misconduct in the manner or method of performing  
141 any construction, care, operation, maintenance, supervision, examination, inspection, or other  
142 duties of the Contractor or the United States on Transferred Project Works required under this  
143 Contract, regardless of who performs those duties. The Contractor does not agree to indemnify

144 the United States for any damages arising from intentional torts or malicious actions committed  
145 by employees of the United States.

146 (e.1) Within thirty (30) days of receipt by either party of any claim for liability  
147 arising from actions within the scope of this Contract, the party receiving the claim shall notify the  
148 other party of such claim and provide a copy of the claim to the other party, if it is in written form.  
149 Nothing in this Article shall be construed to limit the right of either party to assert such affirmative  
150 defenses and file such cross complaints as may be appropriate in relation to any claim affecting  
151 the liability of such party and in accordance with this Contract.

152 (f) In the event the Contractor is found to be operating the Transferred Project  
153 Works or any part thereof in violation of this Contract or the Contractor is found to be failing any  
154 financial commitments or other commitments to the United States under the terms and conditions  
155 of this Contract, then upon the election of the Contracting Officer, the United States may take  
156 over from the Contractor the care, Operation, and Maintenance of the Transferred Project Works  
157 by giving written notice to the Contractor of such election and the effective date thereof.  
158 Thereafter, during the period of operation by the United States, upon notification by the  
159 Contracting Officer the Contractor shall pay to the United States, annually in advance, the cost of  
160 O&M of the works as determined by the Contracting Officer. Following written notification  
161 from the Contracting Officer the care, Operation, and Maintenance of the works may be  
162 transferred back to the Contractor.

163 (g) The Contractor shall cooperate with the Contracting Officer in  
164 implementing an effective dam safety program. The United States agrees to provide the  
165 Contractor and the appropriate agency of the State of California in which the project facilities are  
166 located with design data, designs, and an operating plan for the dam(s) and related facilities  
167 consistent with the current memorandum of understanding between the United States and the  
168 State of California relating to the coordination of planning, design, construction, operation, and  
169 maintenance processes for dams and related facilities.

170 (h) In addition to all other payments to be made by the Contractor under this  
171 Contract, the Contractor shall reimburse to the United States, following the receipt of a statement  
172 from the Contracting Officer, all miscellaneous costs incurred by the United States for any work  
173 involved in the administration and supervision of this Contract.

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PRESERVATION OF EXISTING CONTRACT

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5. The terms and conditions of the Existing Contract will remain in full force and

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effect and this Contract will be administered in a manner consistent with the Existing Contract.

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ADMINISTRATION OF FEDERAL PROJECT LANDS

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6. (a) The lands and interests in lands acquired, withdrawn, or reserved and needed by the United States for the purposes of care, operation, and maintenance of Transferred Project Works may be used by the Contractor for such purposes. The Contractor shall ensure that no unauthorized encroachment occurs on Federal project lands and rights-of-way. The Contractor does not have the authority to issue any land-use agreement or grant that conveys an interest in Federal real property, nor to lease or dispose of any interest of the United States.

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(b) The Contractor's obligation to ensure that no unauthorized encroachment

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occurs on federal Project lands and rights-of-way as provided in subdivision (a) of Article 6 of

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this Contract and subdivision (d) of Article 4 of this Contract extends to any such encroachment

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that is under the Contractor's jurisdiction or control or that can reasonably be prevented by the

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Contractor through its O&M of the Transferred Project Works. In addition, the Contractor shall

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notify the Contracting Officer of any unauthorized encroachment known to the Contractor.

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DELIVERY OF WATER BY THE CONTRACTOR

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7. (a) The Contractor shall, when operating and maintaining the Transferred

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Project Works or any part thereof, perform all water delivery obligations of the United States

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pertaining to the transportation and delivery of water from, through, or by such Transferred

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Project Works.

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(b) Prior to the Contracting Officer entering into, renewing, amending, or

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consenting to the assignment of, any water service, repayment, or conveyance contract, including

197 contracts which requires or permits the conveyance of water through the Transferred Project  
198 Works, the Contracting Officer shall provide the Contractor the opportunity to review and  
199 comment upon the draft of such contract and shall include in any such contract or consent to the  
200 assignment the appropriate provisions requiring such other contractor to pay to the Contractor an  
201 appropriate share of the costs of O&M of the Transferred Project Works.

202 OVERSIGHT AND PARTICIPATION

203 8. The Contractor shall be afforded the opportunity by the Contracting Officer to  
204 review and comment on preliminary and final development plans, environmental documents, and  
205 other documents which affect the O&M of the Transferred Project Works and shall provide a  
206 copy of such comments to the Contracting Officer.

207 EXAMINATION, INSPECTION, AND AUDIT OF TRANSFERRED PROJECT WORKS,  
208 RECORDS, AND REPORTS FOR DETERMINING ADEQUACY OF  
209 OPERATION AND MAINTENANCE

210 9. (a) The Contracting Officer may, from time to time, examine the following:  
211 the Contractor's books, records, and reports; the Transferred Project Works being operated by the  
212 Contractor; the adequacy of the O&M program; the reserve fund; and the water conservation  
213 program including the water conservation fund, if applicable. Notwithstanding title ownership,  
214 where the United States retains a financial, physical, or liability interest in facilities either  
215 constructed by the United States or with funds provided by the United States, the Contracting  
216 Officer may examine any or all of the Transferred Project Works providing such interest to the  
217 United States.

218 (b) The Contracting Officer may, or the Contractor may ask the Contracting  
219 Officer to, conduct special inspections of any Transferred Project Works being operated by the  
220 Contractor and special audits of the Contractor's books and records to ascertain the extent of any  
221 O&M deficiencies to determine the remedial measures required for their correction and to assist  
222 the Contractor in solving specific problems. Except in an emergency, any special inspection or  
223 audit shall be made only after written notice thereof has been delivered to the Contractor by the  
224 Contracting Officer.

225 (c) The Contractor shall provide access to the Transferred Project Works,  
226 operate any mechanical or electrical equipment, and be available to assist in the examination,  
227 inspection, or audit.

228 (d) The Contracting Officer shall prepare reports based on the examinations,  
229 inspections, or audits and furnish copies of such reports and any recommendations to the  
230 Contractor.

231 (e) The costs incurred by the United States in conducting O&M examinations,  
232 inspections, and audits and preparing associated reports and recommendations related to high-  
233 and significant-hazard dams and associated facilities shall be non-reimbursable. Associated  
234 facilities include carriage, distribution, and drainage systems; pumping and pump-generating  
235 plants; powerplant structures; tunnels/pipelines; diversion and storage dams (low-hazard); Type  
236 2 bridges which are Reclamation-owned bridges not located on a public road; regulating  
237 reservoirs (low-hazard); fish passage and protective facilities, including hatcheries; river  
238 channelization features; rural/municipal water systems; desalting and other water treatment  
239 plants; maintenance buildings and service yards; facilities constructed under Federal loan  
240 programs (until paid out); and recreation facilities (reserved works only); and any other facilities  
241 as determined by the Contracting Officer.

242 (f) Expenses incurred by the Contractor, as applicable, in participating in the  
243 O&M site examination will be borne by the Contractor.

244 (g) Requests by the Contractor for consultations, design services, or  
245 modification reviews, and the completion of any O&M activities identified in the formal  
246 recommendations resulting from the examination (unless otherwise noted) are to be funded as  
247 project O&M and are reimbursable by the Contractor to the extent of current project O&M  
248 allocations.

249 (h) Site visit special inspections that are beyond the regularly scheduled O&M  
250 examinations conducted to evaluate particular concerns or problems and provide assistance  
251 relative to any corrective action (either as a follow up to an O&M examination or when  
252 requested by the Contractor) shall be non-reimbursable.

253 (i) The Contracting Officer may provide the State of California an  
254 opportunity to observe and participate in, at its (their) own expense, the examinations and  
255 inspections. The State of California may be provided copies of reports and any  
256 recommendations relating to such examinations and inspections.

BOOKS, RECORDS, AND REPORTS

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10. (a) The Contractor shall establish and maintain accounts and other books and records pertaining to administration of the terms and conditions of this Contract, including the Contractor's financial transactions; water supply data; project operation, maintenance, and replacement logs; project land and rights-of-way use agreements; the water users' land-use (crop census), land-ownership, land-leasing, and water-use data; and other matters that the Contracting Officer may require. Reports shall be furnished to the Contracting Officer in such form and on such date or dates as the Contracting Officer may require. Subject to applicable Federal laws and regulations, each party to this Contract shall have the right during office hours to examine and make copies of the other party's books and records relating to matters covered by this Contract.

(b) Nothing in this Article 10 shall be construed to limit or constrain the ability of the Bureau of Reclamation to conduct Contract Compliance Reviews of this Contract in accordance with Reclamation Manual, Program Economics, Revenues, and Contracts as may be revised, amended, modified, or superseded. The Contract Compliance Review is a process for the primary internal control of Reclamation's water-related contracting program needed to ensure compliance with applicable contractual and legal provisions.

OPINIONS AND DETERMINATIONS

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11. (a) Where the terms of this Contract provide for actions to be based upon the opinion or determination of either party to this Contract, said terms shall not be construed as permitting such action to be predicated upon arbitrary, capricious, or unreasonable opinions or determinations. Both parties, notwithstanding any other provisions of this Contract, expressly reserve the right to seek relief from and appropriate adjustment for any such arbitrary, capricious, or unreasonable opinion or determination. Each opinion or determination by either party shall be provided in a timely manner. Nothing in this Article of this Contract is intended to or shall affect or alter the standard of judicial review applicable under Federal law to any opinion or

284 determination implementing a specific provision of Federal law embodied in statute or  
285 regulation.

286 (b) The Contracting Officer shall have the right to make determinations  
287 necessary to administer this Contract that are consistent with the provisions of this Contract, the  
288 laws of the United States and the State of California, and the rules and regulations promulgated  
289 by the Secretary. Such determinations shall be made in consultation with the Contractor to the  
290 extent reasonably practicable.

291 CERTIFICATION OF NONSEGREGATED FACILITIES

292 12. The Contractor hereby certifies that it does not maintain or provide for its  
293 employees any segregated facilities at any of its establishments and that it does not permit its  
294 employees to perform their services at any location under its control where segregated facilities  
295 are maintained. It certifies further that it will not maintain or provide for its employees any  
296 segregated facilities at any of its establishments and that it will not permit its employees to  
297 perform their services at any location under its control where segregated facilities are  
298 maintained. The Contractor agrees that a breach of this certification is a violation of the Equal  
299 Opportunity clause in this Contract. As used in this certification, the term "segregated facilities"  
300 means any waiting rooms, work areas, rest rooms, and wash rooms, restaurants and other eating  
301 areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking  
302 fountains, recreation or entertainment areas, transportation, and housing facilities provided for  
303 employees which are segregated by explicit directive or are in fact segregated on the basis of  
304 race, creed, color, or national origin, because of habit, local custom, disability, or otherwise. The  
305 Contractor further agrees that (except where it has obtained identical certifications from  
306 proposed subcontractors for specific time periods) it will obtain identical certifications from  
307 proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not  
308 exempt from the provisions of the Equal Opportunity clause; that it will retain such certifications  
309 in its files; and that it will forward the following notice to such proposed subcontractors (except  
310 where the proposed subcontractors have submitted identical certifications for specific periods):

311 NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR  
312 CERTIFICATIONS OF NONSEGREGATED FACILITIES

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

319 CHANGES IN CONTRACTOR'S ORGANIZATION

320 13. While this Contract is in effect, no change may be made in the Contractor's  
321 organization, by inclusion or exclusion of lands or by any other changes which may affect the  
322 respective rights, obligations, privileges, and duties of either the United States or the Contractor  
323 under this Contract including, but not limited to, dissolution, consolidation, or merger, except  
324 upon the Contracting Officer's written consent.

325 CLEAN AIR AND WATER

326 14. (a) The Contractor agrees as follows:

327 (1) To comply with all the requirements of section 114 of the Clean  
328 Air Act, as amended (42 U.S.C. § 7414), and section 308 of the Clean Water Act  
329 (33 U.S.C. § 1318), relating to inspection, monitoring, entry, reports, and information, as well as  
330 other requirements specified in those sections, and all applicable regulations and guidelines  
331 issued thereunder.

332 (2) That no portion of the work required by this Contract will be  
333 performed in a facility listed on the Environmental Protection Agency List of Violating Facilities  
334 on the date when this Contract was executed unless and until the Environmental Protection  
335 Agency eliminates the name of such facility or facilities from such listing.

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

338 (4) To insert the substance of the provisions of this article into any  
339 nonexempt subcontract, including this subparagraph (a)(4).

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

341 (1) The term "Clean Air Act" means the Act enacted by Pub. L.  
342 88-206 of Dec. 17, 1963, and amendments thereto, as codified at 42 U.S.C. § 7401, et seq.

343 (2) The term "Clean Water Act" means the Act enacted by Pub. L.  
344 92- 500 of Oct. 18, 1972, and amendments thereto, as codified at 33 U.S.C. § 1251, et seq.

345 (3) The term "clean air standards" refers to all enforceable rules,  
346 regulations, guidelines, standards, limitations, orders, controls, prohibitions, and other  
347 requirements which are contained in, issued under, or otherwise adopted pursuant to the Clean  
348 Air Act or Executive Order 11738, an applicable implementation plan as described in  
349 section 110 of the Clean Air Act (42 U.S.C. § 7410), an approved implementation procedure or  
350 plan under subsection 111(c) or subsection 111(d) of the Clean Air Act (42 U.S.C. §  
351 7411(c) or (d)), or an approved implementation procedure under subsection 112(d) of the Clean  
352 Air Act (42 U.S.C. § 7412(d)).

353 (4) The term "clean water standards" refers to all enforceable  
354 limitations, controls, conditions, prohibitions, standards, and other requirements which are  
355 promulgated pursuant to the Clean Water Act or contained in a permit issued to a discharger by  
356 the Environmental Protection Agency or by a state under an approved program, as authorized by  
357 section 402 of the Clean Water Act (33 U.S.C. § 1342), or by local government to ensure  
358 compliance with pretreatment regulations as required by section 307 of the Clean Water Act  
359 (33 U.S.C. § 1317).

360 (5) The term "comply" refers to compliance with clean air or water  
361 standards. It also refers to compliance with a schedule or plan ordered or approved by a court of  
362 competent jurisdiction, the Environmental Protection Agency, or an air or water pollution control  
363 agency in accordance with the requirements of the Clean Air Act or Clean Water Act and  
364 regulations issued pursuant thereto.

365 (6) The term "facility" means any building, plant, installation,  
366 structure, mine, vessel or other floating craft, location, or site of operations owned, leased, or  
367 supervised by a contractor or subcontractor to be utilized in the performance of a contract or  
368 subcontract. Where a location or site of operations contains or includes more than one building,  
369 plant, installation, or structure, the entire location or site shall be deemed to be a facility except  
370 where the Director, Office of Federal Activities, Environmental Protection Agency, determines  
371 that independent facilities are collocated in one geographical area.

372 CHARGES FOR DELINQUENT PAYMENTS

373 15. (a) The Contractor shall be subject to interest, administrative, and penalty  
374 charges on delinquent payments. If a payment is not received by the due date, the Contractor  
375 shall pay an interest charge on the delinquent payment for each day the payment is delinquent

376 beyond the due date. If a payment becomes 60 days delinquent, the Contractor shall pay, in  
377 addition to the interest charge, an administrative charge to cover additional costs of billing and  
378 processing the delinquent payment. If a payment is delinquent 90 days or more, the Contractor  
379 shall pay, in addition to the interest and administrative charges, a penalty charge for each day the  
380 payment is delinquent beyond the due date, based on the remaining balance of the payment due  
381 at the rate of 6 percent per year. The Contractor shall also pay any fees incurred for debt  
382 collection services associated with a delinquent payment.

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

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

390 GENERAL OBLIGATION—BENEFITS CONDITIONED UPON PAYMENT

391 16. (a) The obligation of the Contractor to pay the United States as provided in  
392 this Contract is a general obligation of the Contractor notwithstanding the manner in which the  
393 obligation may be distributed among the Contractor's water users and notwithstanding the default  
394 of individual water users in their obligations to the Contractor.

395 (b) The payment of charges becoming due pursuant to this Contract is a  
396 condition precedent to receiving benefits under this Contract. The United States shall not make  
397 water available to the Contractor through Friant Division project facilities during any period in  
398 which the Contractor is in arrears in the advance payment of any O&M charges due the United  
399 States. The Contractor shall not deliver water under the terms and conditions of this Contract for  
400 lands or parties that are in arrears in the advance payment of O&M charges as levied or  
401 established by the Contractor.

402 ASSIGNMENT LIMITED—SUCCESSORS AND ASSIGNS OBLIGATED

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

406 CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

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

412 OFFICIALS NOT TO BENEFIT

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

416 PROTECTION OF WATER AND AIR QUALITY

417  
418 20. (a) Project facilities used to make available and deliver water to the  
419 Contractor shall be Operated and Maintained in the most practical manner to maintain the quality  
420 of the water at the highest level possible as determined by the Contracting Officer: *Provided,*  
421 *That* the United States does not warrant the quality of the water delivered to the Contractor and is  
422 under no obligation to furnish or construct water treatment facilities to maintain or improve the  
423 quality of water delivered to the Contractor.

424 (b) The Contractor shall comply with all applicable water and air pollution  
425 laws and regulations of the United States and the State of California; and shall obtain all required  
426 permits or licenses from the appropriate Federal, State, or local authorities necessary for the  
427 delivery of water by the Contractor; and shall be responsible for compliance with all Federal,  
428 State, and local water quality standards applicable to surface and subsurface drainage and/or  
429 discharges generated through the use of Federal or Contractor facilities or Project Water  
430 provided by the Contractor within the Contractor's Project Water Service Area.

431 (c) This article shall not affect or alter any legal obligations of the Secretary  
432 to provide drainage or other discharge services.

433 CONTAMINATION OR POLLUTION OF FEDERAL PROPERTY

434 21. (a) The Contractor shall not allow contamination or pollution of Federal  
435 project lands, Project Waters, or Transferred Project Works of the United States or administered  
436 by the United States and for which the Contractor has the responsibility for care, Operation and  
437 Maintenance by its employees or agents. The Contractor shall also take reasonable precautions  
438 to prevent such contamination or pollution by third parties.

439 (b) The Contractor shall comply with all applicable Federal, State, and local  
440 laws and regulations and Reclamation policies and instructions existing, or hereafter enacted or  
441 promulgated, concerning any hazardous material that will be used, produced, transported, stored,  
442 released, or disposed of on or in Federal project lands, Project Waters, or Transferred Project  
443 Works.

444 (c) "Hazardous material" means (1) any substance falling within the  
445 definition of "hazardous substance," "pollutant or contaminant," or "hazardous waste" under the  
446 Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §  
447 9601(14), (29), and (33)); (2) oil, as defined by the Clean Water Act (33 U.S.C. § 1321(a)) and  
448 the Oil Pollution Act (33 U.S.C. § 2701(23)); (3) thermal pollution, refuse, garbage, sewage  
449 effluent, industrial waste, mine or mill tailings, mineral salts, pesticides, and other solid waste,  
450 and (4) any other substance regulated as hazardous or toxic under Federal, State, local or Tribal  
451 law .

452 (d) Upon discovery of any event which may or does result in contamination or  
453 pollution of Federal project lands, Project Water, or Transferred Project Works, the Contractor  
454 shall immediately undertake all measures necessary to protect public health and the environment,  
455 including measures necessary to contain or abate any such contamination or pollution, and shall  
456 report such discovery with full details of the actions taken to the Contracting Officer. Reporting  
457 shall be within a reasonable time period but shall not exceed 24 hours from the time of discovery  
458 if it is an emergency and the first working day following discovery in the event of a non-  
459 emergency.

460 (e) If violation of the provisions of this Article occurs and the Contractor does  
461 not take immediate corrective action, as determined by the Contracting Officer, the Contractor  
462 may be subject to remedies imposed by the Contracting Officer, which may include termination  
463 of this Contract.

464 (f) The Contractor shall be liable for any response action or corrective  
465 measure necessary to protect public health and the environment or to restore Federal project  
466 lands, Project Waters, or Transferred Project Works that are adversely affected as a result of such  
467 violation, and for all costs, penalties or other sanctions that are imposed for violation of any  
468 Federal, State, local or Tribal laws and regulations concerning hazardous material. At the  
469 discretion of the Contracting Officer, the United States may also terminate this Contract as a  
470 result of such violation.

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

474 (h) Reclamation agrees to provide information necessary for the Contractor,  
475 using reasonable diligence, to comply with the provisions of this Article.

476 EQUAL EMPLOYMENT OPPORTUNITY

477 22. During the performance of this Contract, the Contractor agrees as follows:

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

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

492 (c) The Contractor will send to each labor union or representative of workers  
493 with which it has a collective bargaining agreement or other contract or understanding, a notice,  
494 to be provided by the Contracting Officer, advising the labor union or workers' representative of  
495 the Contractor's commitments under section 202 of Executive Order 11246 of September 24,  
496 1965 (EO 11246), and shall post copies of the notice in conspicuous places available to  
497 employees and applicants for employment.

498 (d) The Contractor will comply with all provisions of EO 11246, and of the  
499 rules, regulations, and relevant orders of the Secretary of Labor.

500 (e) The Contractor will furnish all information and reports required by EO  
501 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto,  
502 and will permit access to his books, records, and accounts by the Contracting Agency and the  
503 Secretary of Labor for purposes of investigation to ascertain compliance with such rules,  
504 regulations, and orders.

505 (f) In the event of the Contractor's noncompliance with the nondiscrimination  
506 clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be

507 canceled, terminated or suspended in whole or in part and the Contractor may be declared  
508 ineligible for further Government contracts in accordance with procedures authorized in EO  
509 11246, and such other sanctions may be imposed and remedies invoked as provided in EO 11246  
510 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

511 (g) The Contractor will include the provisions of paragraphs (1) through (7) in  
512 every subcontract or purchase order unless exempted by the rules, regulations, or orders of the  
513 Secretary of Labor issued pursuant to section 204 of EO 11246, so that such provisions will be  
514 binding upon each subcontractor or vendor. The Contractor will take such action with respect to  
515 any subcontract or purchase order as may be directed by the Secretary of Labor as a means of  
516 enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in  
517 the event the Contractor becomes involved in, or is threatened with, litigation with a  
518 subcontractor or vendor as a result of such direction, the Contractor may request that the United  
519 States enter into such litigation to protect the interests of the United States.

520 COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

521 23. (a) The Contractor shall comply with Title VI of the Civil Rights Act of 1964  
522 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub. L. 93-112, Title V, as  
523 amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act of 1975 (Pub. L. 94-135, Title  
524 III; 42 U.S.C. § 6101, et seq.), Title II of the Americans with Disabilities Act of 1990 (Pub. L.  
525 101-336; 42 U.S.C. § 12131, et seq.), and any other applicable civil rights laws, and with the  
526 applicable implementing regulations and any guidelines imposed by the U.S. Department of the  
527 Interior and/or Bureau of Reclamation.

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

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

543 (d) Complaints of discrimination against the Contractor shall be investigated  
544 by the Contracting Officer's Office of Civil Rights.

545 PEST MANAGEMENT

546 24. (a) The Contractor is responsible for complying with applicable Federal,  
547 State, and local laws, rules, and regulations related to pest management in performing its  
548 responsibilities under this Contract.

549 (b) The Contractor is responsible for effectively avoiding the introduction and  
550 spread of, and for otherwise controlling, undesirable plants and animals, as defined by the  
551 Contracting Officer, on or in Federal project lands, Federal Project Waters, and Federal  
552 Transferred Project Works for which and to the extent that the Contractor has O&M  
553 responsibility. The Contractor is responsible for exercising the level of precaution necessary in  
554 meeting this responsibility, including inspecting its vehicles and equipment for reproductive and  
555 vegetative parts, foreign soil, mud or other debris that may cause the spread of weeds, invasive  
556 species and other pests, and removing such materials before moving its vehicles and equipment  
557 onto any Federal land, into any Federal project facility waters or out of any area on Federal  
558 project land where work is performed.

559 (c) Where decontamination of the Contractor's vehicles, watercraft, or  
560 equipment is required prior to entering Federal project land or waters, the decontamination shall  
561 be performed at the point of prior use, or at an approved offsite facility able to process generated  
562 cleaning wastes, pursuant to applicable laws, rules and regulations. Upon the completion of  
563 work, the Contractor will perform any required decontamination within the work area before  
564 moving the vehicles, watercraft, and equipment from Federal project lands and waters.

565 (d) Programs for the control of undesirable plants and animals on Federal  
566 project lands, and in Federal Project Waters and Federal Transferred Project Works for which the  
567 Contractor has O&M responsibility will incorporate Integrated Pest Management (IPM) concepts  
568 and practices. IPM refers to a systematic and environmentally compatible program to maintain  
569 pest populations within economically and environmentally tolerable levels. In implementing an  
570 IPM program, the Contractor will adhere to applicable Federal and State laws and regulations  
571 and Department of the Interior and Bureau of Reclamation policies, directives, guidelines, and  
572 manuals, including but not limited to, the Department of the Interior Manual, Part 517 *Integrated*  
573 *Pest Management Policy* and Part 609 *Weed Control Program*, the Plant Protection Act of June  
574 20, 2000 (Pub. L. 106-224), and Executive Order 13112 of February 3, 1999.

575

NOTICES

576           25. Any notice, demand, or request authorized or required by this Contract shall be  
577 deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or  
578 delivered to the Area Manager, South-Central California Area Office, 1243 "N" Street, Fresno,  
579 California 93721, and on behalf of the United States, when mailed, postage prepaid, or delivered  
580 to the Board of Directors, Fresno County Waterworks No. 18, Post Office Box 92, Friant,  
581 California 93626. The designation of the addressee or the address may be changed by notice  
582 given in the same manner as provided in this Article for other notices.

583

MEDIUM FOR TRANSMITTING PAYMENTS

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

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

592

EMERGENCY RESERVE FUND

593           27. (a) Commencing on the effective date of this Contract, the Contractor shall  
594 accumulate and maintain a reserve fund or demonstrate to the satisfaction of the Contracting  
595 Officer that other funds are available for use as an emergency reserve fund. The Contractor shall  
596 establish and maintain that emergency reserve fund to meet costs incurred during periods of  
597 special stress caused by damaging droughts, storms, earthquakes, floods, or other emergencies  
598 threatening or causing interruption of water service.

599                       (b) The Contractor shall accumulate the reserve fund with annual deposits or  
600 investments of not less than \$20,000 to a Federally insured, interest- or dividend-bearing account  
601 or in securities guaranteed by the Federal Government: *Provided, That* money in the reserve  
602 fund, including accrued interest, shall be available within a reasonable time to meet expenses for  
603 such purposes as those identified in subdivision (d) herein. Such annual deposits and the  
604 accumulation of interest to the reserve fund shall continue until the basic amount of \$100,000 is  
605 accumulated. Following an emergency expenditure from the fund, the annual deposits shall  
606 continue from the year following the emergency expenditure until the previous balance is  
607 restored. After the initial amount is accumulated or after the previous balance is restored, the

608 annual deposits may be discontinued, and the interest earnings shall continue to accumulate and  
609 be retained as part of the reserve fund.

610 (c) Upon mutual written agreement between the Contractor and the  
611 Contracting Officer, the basic reserve fund or the accumulated reserve fund may be adjusted to  
612 account for risk and uncertainty stemming from the size and complexity of the project; the size  
613 of the annual O&M budget; additions to, deletions from, or changes in Transferred Project  
614 Works; and O&M costs not contemplated when this Contract was executed.

615 (d) The Contractor may make expenditures from the reserve fund only for  
616 meeting routine or recurring O&M costs incurred during periods of special stress, as described in  
617 subdivision (a) herein; or for meeting unforeseen extraordinary O&M costs; or for meeting  
618 unusual or extraordinary repair or replacement costs; or for meeting betterment costs (in  
619 situations where recurrence of severe problems can be eliminated) during periods of special  
620 stress. Proposed expenditures from the fund shall be submitted to the Contracting Officer in  
621 writing for review and written approval prior to disbursement. Whenever the reserve fund is  
622 reduced below the current balance by expenditures therefrom, the Contractor shall restore that  
623 balance by the accumulation of annual deposits as specified in subdivision (b) herein.

624 (e) During any period in which any of the Transferred Project Works are  
625 Operated and Maintained by the United States, the Contractor agrees the reserve fund shall be  
626 available for like use by the United States.

627 (f) On or before September 1st of each year, the Contractor shall provide a  
628 current statement of the principal and accumulated interest of the reserve fund account to the  
629 Contracting Officer.

630 EMERGENCY ACTION PLANS AND NOTIFICATIONS

631 28. (a) The Contractor shall prepare emergency action plans for the Transferred  
632 Project Works if and to the extent required by the Contracting Officer and shall furnish copies of  
633 such plans to the Contracting Officer.

634 (b) The Contractor shall notify the Contracting Officer as soon as reasonably  
635 practicable after initial observation by the Contractor of any event or situation which threatens  
636 (1) the safety or integrity of the Transferred Project Works, or (2) the well-being of humans or

637 property located adjacent to the Transferred Project Works. Notwithstanding Article 25 of this  
638 Contract, such notification shall be made telephonically or electronically such as; by email, text  
639 messaging, or facsimile transmission, and followed up by mail.

640 CONTRACT DRAFTING CONSIDERATIONS

641 29. This Contract has been negotiated and reviewed by the parties hereto, each of  
642 whom is sophisticated in the matters to which this Contract pertains. The double-spaced articles  
643 in this Contract have been drafted, negotiated, and reviewed by the parties, and no one party  
644 shall be considered to have drafted the stated articles.

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

647                    THE UNITED STATES OF AMERICA

648                    By: \_\_\_\_\_  
649                                Regional Director, Mid-Pacific Region  
650                                Bureau of Reclamation

651 (SEAL)                    FRESNO COUNTY WATERWORKS DISTRICT NO.18

652                    By: \_\_\_\_\_  
653                                President of the Board of Directors

654 Attest:

655 By: \_\_\_\_\_  
656 Secretary of the Board of Directors

**EXHIBIT A**  
**DESCRIPTION OF TRANSFERRED PROJECT WORKS**

The following facilities will be transferred for operation and maintenance to Fresno County Waterworks District No. 18 (FCWD#18) by Reclamation (see also Exhibit B):

- **18-inch Pipeline** – From immediately downstream of the gate valve and control box at the F4 Penstock of the Friant-Kern Canal outlet works to and including the mixing vault and valving, including the valving coming from the River outlet works (approximately 290 linear feet). This includes the pipe supports and saddles providing structural support of the pipeline.
- **24-inch Pipeline** – Currently abandoned (see below), from immediately downstream of the mixing vault to the boundaries of water treatment plant FCWD#18 property (approximately 1,980 linear feet).

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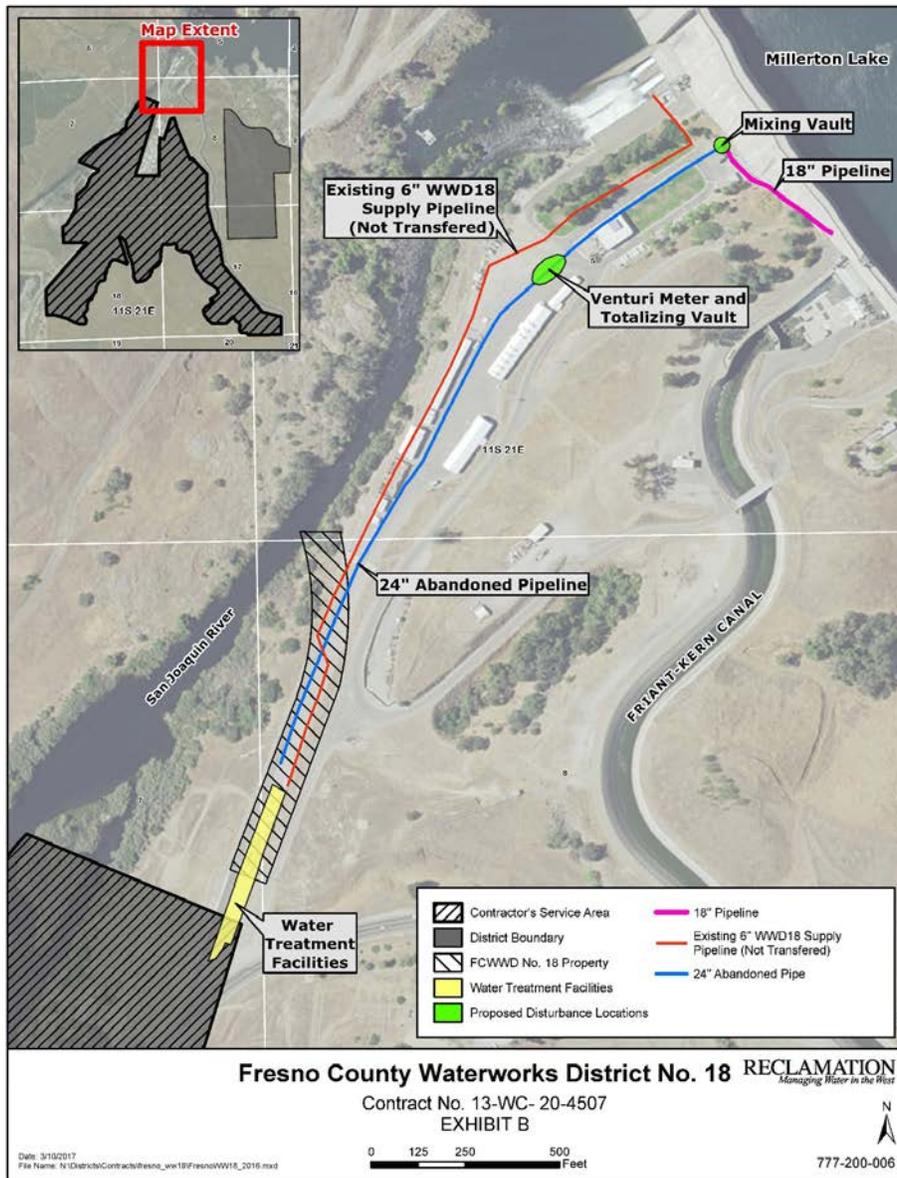
Reclamation will issue to FCWD#18 a License for installation/alterations of the Reclamation-owned 24-inch Pipeline, including construction and the construction design for the modifications. FCWD#18 will slip-line the abandoned 24-inch Pipeline with approximately 1,980 linear feet of 18-inch high-pressure plastic pipe between the existing mixing vault and the existing FCWD#18 treatment plant (see Exhibit B).

Transfer and additional Pipeline modifications to related facilities include:

- **Mixing Vault** – The existing 18-inch gate valve is retained and included in the Transferred Works. Pipeline improvements will include the removal of a small section of the 24-inch pipe so the new 18-inch pipe can be connected with an expansion fitting.
- **Venturi Meter and Totalizer Vault** – The Venturi Meter and Totalizer Vault will be replaced with a segment of 24-inch casing pipe for the housing of the 18-inch slip-lined pipe. Improvements include removal of piping, valves, meter, metal grating, and the two-foot high metal railing surrounding the area.

Note: Fresno County Waterworks District No. 18 (FCWD#18) property is the Underlying Fee Owner with Minarets & Western Railway Co. (Now Southern Pacific) holding certain mineral rights under certain associated properties and the U. S. Government was granted an Easement within the same property by Southern Pacific as defined within the legend as FCWD No. 18 on Exhibit B of this contract.

### Exhibit B



## Exhibit C

### Operation and Maintenance Standards for the Transferred Project Works

#### Friant Dam 18-inch and 24-inch Pipelines as described in Exhibit A

**General Standard** - The Transferred Project Works will be operated and maintained by the Contractor to water industry standards and good practice consistent with that expected of a California drinking water supplier the size and capability of that needed to serve 2,500 connections as will be FCWD#18 and consistent with this Agreement, in addition to the below "Specific Standards."

**Specific Standards** - The following are standards consistent with the above General Standard:

- Operations – Most operational flow changes will be made by FCWD#18 at their surface water treatment plant. However, if a change in source water from the Friant-Kern Canal Outlet to the River Outlet is needed, such change will be coordinated with Reclamation prior to being carried out. Likewise any change back to the Friant-Kern Outlet as the source, will also be coordinated with Reclamation prior to being carried out. All other operations shall be coordinated in advance with Reclamation prior to initiating the action, except in an emergency, in which FCWD#18 shall notify Reclamation of any such operation as soon as possible, but in no event later than 24 hours.
- Inspections - The Transferred Project Works will be jointly inspected annually by Reclamation and FCWD#18. A report following the inspection will be issued by Reclamation. This does not preclude any additional inspections at any time by either party.
- Valve Exercising – FCWD#18 will exercise all gate valves associated with the Transferred Project Works at least annually and make any repairs or adjustments to the valves as needed to maintain them in good operating condition.
- Exposed Surfaces – All exposed surfaces of the Transferred Project Works will be periodically, or as needed will be coated for protection from oxidation or deterioration due to exposure to outside elements.
- Cathodic Protection - Sacrificial anodes will be replaced and the system of cathodic protection for the Transferred Project Works maintained so as to be functioning at all times.
- Safety and Emergency Planning – Reclamation and FCWD#18 will share their safety and emergency planning information and any updates and insure that updated contact information is always provided to the other party.
- Entry to Reclamation Property – FCWD#18 personnel will alert Reclamation personnel as soon as practicable as to their intentions to enter Reclamation property and coordinate all entry and operation and/or maintenance activity on Reclamation lands with Reclamation staff.

Contract No. 13-WC-20-4507

**Exhibit D**

**PLACEHOLDER FOR THE LICENSE NO. 17-LC-20-2124**