

Reclamation Manual
Directives and Standards

1 Agreement No. _____

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AGREEMENT BETWEEN THE

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5

AND THE

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UNITED STATES DEPARTMENT OF THE INTERIOR

7

BUREAU OF RECLAMATION

8

FOR

9

ENGINEERING AND TECHNICAL SERVICES

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11 This Technical Services Agreement (Agreement) is entered into as of the _____
12 day of _____ 202_, pursuant to the Reclamation Act of June 17, 1902 (32 Stat.
13 388), and acts amendatory thereof or supplementary thereto, particularly the Contributed
14 Funds Act of May 4, 1921 (43 U.S.C. § 395), by and between the UNITED STATES,
15 DEPARTMENT OF THE INTERIOR, BUREAU OF RECLAMATION (Reclamation or
16 Contracting Officer), and the _____ (District or Contractor), a water conservancy
17 district organized and existing under the laws of the State of _____.

18

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RECITALS

20 WHEREAS, the District was created in 19__ and provides wholesale water to the
21 cities of _____; and

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1 WHEREAS, due to Reclamation's engineering and technical expertise, there are
2 certain functions that the District may wish Reclamation to perform with funds advanced
3 by the District to Reclamation under the authority granted by Federal Reclamation Laws,
4 particularly the Contributed Funds Act of March 4, 1921 (43 U.S.C. §395); and

5 WHEREAS, the parties are willing to perform their respective duties in a timely
6 and cost-effective manner. The parties are authorized to enter into this Agreement
7 consistent with Federal Reclamation Law, as specified above. Engineering and technical
8 services performed will be specified in future task orders issued and made a part of this
9 Agreement.

10 NOW THEREFORE, in consideration of the above it is mutually agreed by the
11 parties as follows:

AGREEMENT

12 1. Scope of Services.

13 a. Generally. At the District's request, Reclamation will provide
14 professional engineering and technical services, which services are not provided under
15 existing contracts. These services may include, but are not limited to: assistance with
16 operation and maintenance; hydrological, geological, geotechnical, design; technical
17 review; preparation of engineering cost-estimates; inspection; surveying; assistance with
18 computer systems; administration of water rights; facilitation of water sales;
19 environmental services; contracting services; technical meetings; and other services as
20 requested. Particulars of each task, such as personnel rates, costs, and schedules in which
21 the parties to this Agreement engage will be contained in scope change authorizations,
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1 hereafter called task orders. Each task order will be attached to and made part of this
2 Agreement. The District will work with Reclamation to prepare the task orders and
3 Reclamation will agree to the individual task orders if Reclamation deems it has adequate
4 capability to perform the work. No task order will become a part of this Agreement until
5 it has been signed by the District and Reclamation.

6 b. Key Personnel. Reclamation will:

7 (1) Designate experienced personnel, acceptable to the District,
8 to perform the work described above and coordinate the work with the District.

9 (2) Make designated personnel available to perform the work
10 described. Such availability will be agreed upon in advance as part of the agreed work
11 schedule included in the various task orders.

12 (3) Maintain records of the cost for the performance of work
13 required by this Agreement and submit itemized statements to the District of such costs.

14 c. Modification. This Agreement may be modified through mutual
15 agreement among the parties. Any modification made to this Agreement will be
16 confirmed in writing prior to performance of the change.

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18 2. Compensation.

19 a. Generally. The District will advance to Reclamation the estimated
20 total cost of actual services to be performed and anticipated out-of-pocket expenses as
21 determined by each task order. Such amount will be based upon Reclamation's estimated
22 hours, as detailed in task orders, to complete the assigned tasks, as approved in advance

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1 by the District. Reclamation will establish a unique cost account to track and account for
2 the costs of services provided under the terms of the task orders associated with the
3 project.

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5 b. Advancement of Funds.

6 (1) Requests for Advancement of Funds. The District will

7 advance funds to Reclamation on a task order basis to cover estimated costs, timed with
8 Reclamation's actual cash requirements for carrying out the purposes of this Agreement.

9 All payments will reference Agreement No. _____ and will be remitted to: DOI -

10 BOR - Region: _____, PO Box 6200-26, Portland, OR 97228-6200. Reclamation

11 will deliver a request for each such advance to the District, or as specified in each task

12 order, before initiating the work activities covered by the request to allow adequate time

13 for review and processing of the request. Each request for advance will include an

14 itemization of estimated services Reclamation will perform to complete the assigned

15 tasks. The District will approve or deny the request for advance, and if approved, transfer

16 funds at least seven (7) days prior to work commencing by Reclamation. The District

17 will provide the required advance funding as specified on the individual task orders

18 issued pursuant to this Agreement. In the event that funds advanced are insufficient to

19 cover Reclamation's expenses, Reclamation will notify the District and discontinue work

20 activities until such time as a modification is made to the task order and the additional

21 funding is provided. Upon completion of the project or termination under the terms of

22 this Agreement, Reclamation will refund within sixty (60) days to the District any

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1 unexpended advanced funds remaining which are in excess of the total actual costs
2 associated with the project activities described in the task order.

3 (2) Use of Funds Advanced. Immediately upon receiving
4 funds advanced from the District, Reclamation will credit the funds into Reclamation's
5 designated cost structure. Thereafter, Reclamation may charge to that cost structure to
6 finance the work authorized under the individual task order. Reclamation may use the
7 funds advanced under the task order only for costs and expenses incurred in performing
8 work authorized in the task order. In the event funds advanced by the District are
9 insufficient to complete anticipated work items during the time period corresponding to a
10 particular request for advance, the task order will be modified, and Reclamation will
11 request and receive an additional advance of funds prior to work continuing under that
12 particular task order. However, Reclamation will not expend funds in excess of each
13 request for advance or the cumulative amount specified in each task order.

14 (3) Accounting of Services and Expenses. Reclamation will
15 submit to the District an itemization acceptable to the District of services performed
16 which were incurred under any advancement of funds prior to submitting requests for
17 additional advancement of funds. The itemization will describe the services performed by
18 Reclamation, billed to the nearest one-quarter hour, for actual costs, which approximate
19 the rates set forth for each task order, as well as all expenses incurred. A final accounting
20 of all services and costs will be provided to the District within sixty (60) days of the
21 completion of each task order.

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1 3. Independent Agency. Reclamation is a federal agency and nothing in this
2 Agreement will be construed as creating a principal/agent or employee/employer
3 relationship between Reclamation and the District.

4 4. Term. This Agreement will be effective as of the date of execution and
5 will remain in effect for ten (10) years.

6 5. Termination. Any party may terminate this Agreement upon thirty (30)
7 days written notice to the other party. Reclamation will refund to the District all funds
8 which are unexpended as of the effective date of the termination.

9 6. Hold Harmless. The District agrees to indemnify Reclamation for, and
10 hold Reclamation and all of its representatives harmless from, all damages resulting from
11 suits, actions, or claims of any character brought on account of any injury to any person
12 or property arising out of any act, omission, neglect, or misconduct in the manner or
13 method of performing any construction, care, operation, maintenance, supervision,
14 examination, inspection, or other duties of the District or Reclamation on transferred
15 works required under this Agreement, regardless of who performs those duties.

16 7. Authorized Representatives and Notice.

17 a. Generally. The parties respectively designate the following
18 persons to act as their authorized representatives in matters and decisions pertaining to
19 the timely performance of this Agreement:

20

21 For the District:

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1 For Reclamation:
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4 Each party may designate a successor authorized representative upon written notice to the
5 other party, or as designated in each task order.

6 b. Notice. All written notices required to be given for this Agreement
7 or for task orders will be emailed, hand delivered, or sent via facsimile or United States
8 mail, postage prepaid, to the parties' respective authorized representatives identified
9 above. Notice will be deemed to be received upon actual receipt or three (3) days after
10 mailing, whichever occurs first.

11 8. Miscellaneous Provisions.

12 a. Assignment. This Agreement will not be assignable by any party
13 without the prior written consent of the other parties. Subject to this limitation on
14 assignment, this Agreement will be binding upon and will persist to the benefit of the
15 parties' respective successors, agents and assignees.

16 b. Severability. The provisions of this Agreement are severable, and
17 the invalidity or unenforceability of any provision of this Agreement will not affect the
18 validity or enforceability of the remaining provisions.

19 c. Authority. Each party warrants that the person signing below on
20 its behalf has been duly authorized to execute this Agreement on its behalf.

21 9. Contingent on Appropriation or Allotment of Funds. The expenditure or
22 advance of any money or the performance of any obligation of Reclamation under this
23 Agreement will be contingent upon appropriation or allotment of funds. Absence of

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1 appropriation or allotment of funds will not relieve the District from any obligations
2 under this Agreement. No liability will accrue to Reclamation in case funds are not
3 appropriated or allotted.

4 10. Third Party Beneficiaries. The parties do not intend to create in any other
5 individual or entity the status of third-party beneficiary, and this Agreement will not be
6 construed so as to create such status. The rights, duties, and obligations contained in this
7 Agreement will operate only between the parties to this Agreement and will inure solely
8 to the benefit of the parties of this Agreement. The provisions of this Agreement are
9 intended only to assist the parties in determining and performing their obligations under
10 this Agreement.

11 11. Availability of Funds. Each payment obligation of the District is
12 conditioned upon the availability of funds which are allocated for the payment of this
13 obligation. If funds are not allocated and available for the continuance of the services
14 performed under this Agreement, the Agreement may be terminated by the District at the
15 end of the period for which the funds are available.

16 12. Officials Not to Benefit. No Member of or Delegate to the Congress,
17 Resident Commissioner, or official of the Contractor shall benefit from this Agreement
18 other than as a water user or landowner in the same manner as other water users or
19 landowners.

20 13. Changes In Contractor's Organization. While this Agreement is in effect,
21 no change may be made in the Contractor's organization, by inclusion or exclusion of
22 lands or by any other changes which may affect the respective rights, obligations,

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1 privileges, and duties of either the Contracting Officer or the Contractor under this
2 Agreement including, but not limited to, dissolution, consolidation, or merger, except
3 upon the Contracting Officer's written consent.

4 14. Assignment Limited—Successors and Assigns Obligated. The provisions
5 of this Agreement shall apply to and bind the successors and assigns of the parties hereto,
6 but no assignment or transfer of this Agreement or any right or interest therein by either
7 party shall be valid until approved in writing by the other party.

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

18 16. Compliance with Civil Rights Laws and Regulations.

19 (a) The Contractor shall comply with Title VI of the Civil Rights Act of 1964
20 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub. L. 93-112,
21 Title V, as amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act of 1975 (Pub.
22 L. 94-135, Title III; 42 U.S.C. § 6101, et seq.), Title II of the Americans with Disabilities

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1 Act of 1990 (Pub. L. 101-336; 42 U.S.C. § 12131, et seq.), Title III of the Americans
2 with Disabilities Act of 1990 (Pub. L. 101-336; 42 U.S.C. § 12181, et seq.), and any other
3 applicable civil rights laws, and with the applicable implementing regulations and any
4 guidelines imposed by the U.S. Department of the Interior and/or Bureau of Reclamation.

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

12 (c) The Contractor makes this agreement in consideration of and for the purpose
13 of obtaining any and all Federal grants, loans, contracts, property discounts, or other
14 Federal financial assistance extended after the date hereof to the Contractor by the
15 Bureau of Reclamation, including installment payments after such date on account of
16 arrangements for Federal financial assistance which were approved before such date.
17 The Contractor recognizes and agrees that such Federal assistance will be extended in
18 reliance on the representations and agreements made in this article and that the
19 Contracting Officer reserves the right to seek judicial enforcement thereof.

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

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1 17. Certification of Nonsegregated Facilities. The Contractor hereby certifies
2 that it does not maintain or provide for its employees any segregated facilities at any of
3 its establishments and that it does not permit its employees to perform their services at
4 any location under its control where segregated facilities are maintained. It certifies
5 further that it will not maintain or provide for its employees any segregated facilities at
6 any of its establishments and that it will not permit its employees to perform their
7 services at any location under its control where segregated facilities are maintained. The
8 Contractor agrees that a breach of this certification is a violation of the Equal
9 Employment Opportunity clause in this Agreement. As used in this certification, the
10 term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash
11 rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or
12 dressing areas, parking lots, drinking fountains, recreation or entertainment areas,
13 transportation, and housing facilities provided for employees which are segregated by
14 explicit directive or are in fact segregated on the basis of race, creed, color, or national
15 origin, because of habit, local custom, disability, or otherwise. The Contractor further
16 agrees that (except where it has obtained identical certifications from proposed
17 subcontractors for specific time periods) it will obtain identical certifications from
18 proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are
19 not exempt from the provisions of the Equal Employment Opportunity clause; that it will
20 retain such certifications in its files; and that it will forward the following notice to such
21 proposed subcontractors (except where the proposed subcontractors have submitted
22 identical certifications for specific time periods):

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1 NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR
2 CERTIFICATIONS OF NONSEGREGATED FACILITIES

3 A Certification of Nonsegregated Facilities must be submitted prior to the award
4 of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal
5 Employment Opportunity clause. The certification may be submitted either for each
6 subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or
7 annually). Note: The penalty for making false statements in offers is prescribed in
8 18 U.S.C. § 1001.

9 18. Medium for Transmitting Payments

10 (a) All payments from the District to Reclamation under this Agreement shall be
11 by the medium requested by Reclamation on or before the date payment is due. The
12 required method of payment may include checks, wire transfers, or other types of
13 payment specified by Reclamation.

14 (b) Upon execution of the Agreement, the Contractor shall furnish the
15 Contracting Officer with the Contractor's taxpayer's identification number (TIN). The
16 purpose for requiring the Contractor's TIN is for collecting and reporting any delinquent
17 amounts arising out of the Contractor's relationship with Reclamation.

18 19. Agreement Drafting Considerations. This Agreement has been negotiated
19 and reviewed by the parties hereto, each of whom is sophisticated in the matters to which
20 this Agreement pertains. Articles 1 through 19 of this Agreement have been drafted,
21 negotiated, and reviewed by the parties, and no one party shall be considered to have
22 drafted the stated articles.

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15 IN WITNESS WHEREOF, the parties execute this Agreement as of the date first

16 written above.

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18 ATTEST:

DISTRICT

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21 Secretary

General Manager

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1 APPROVED FOR LEGAL SUFFICIENCY: BUREAU OF RECLAMATION
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4 _____
5 Office of the
6 Regional Solicitor Regional Director
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10 ~~End of Agreement~