PROTECTION OF WATER AND AIR QUALITY

1. The Contractor, without expense to the United States, will care for, operate and maintain transferred works in a manner that preserves the quality of the water at the highest feasible level as determined by the Contracting Officer. [[1]](#footnote-1)
2. The United States will care for, operate and maintain reserved works in a manner that preserves the quality of the water at the highest feasible level as determined by the Contracting Officer.[[2]](#footnote-2) The United States does not warrant the quality of the water delivered to the Contractor and is under no obligation to furnish or construct water treatment facilities to maintain or improve the quality of water delivered to the Contractor.

(c) The Contractor will comply with all applicable water and air pollution laws and regulations of the United States [and the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]; and will obtain all required permits or licenses from the appropriate Federal [, State, or local] authorities necessary for the delivery of water by the Contractor; and will be responsible for compliance with all Federal[, State, and local] water quality standards applicable to surface and subsurface drainage and/or discharges generated through the use of Federal or Contractor facilities or project water provided by the Contractor within its Project Water Service Area. [[3]](#footnote-3)

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

1. Omit this sentence from the contract if there are no transferred works. [↑](#footnote-ref-1)
2. Omit this sentence from the contract if there are no reserved works. [↑](#footnote-ref-2)
3. Language appearing in brackets is alternate language for differing contract types. The bracketed phrases may be deleted from contracts with federally recognized Indian tribes. [↑](#footnote-ref-3)