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6 UNITED STATES  
7 DEPARTMENT OF THE INTERIOR  
8 BUREAU OF RECLAMATION  
9  
10 ANIMAS-LA PLATA PROJECT  
11 COLORADO RIVER STORAGE PROJECT  
12

13 OPERATION, MAINTENANCE, AND REPLACEMENT CONTRACT  
14

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13

14 THIS CONTRACT, made this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, pursuant to the  
15 Act of Congress approved June 17, 1902 (32 Stat. 388) , and acts amendatory thereof or  
16 supplementary thereto, all of which acts are commonly known and referred to as the Federal  
17 Reclamation Laws, among the UNITED STATES OF AMERICA, hereinafter called the United  
18 States, and the Animas-La Plata Operations, Maintenance, and Replacement Association,  
19 hereinafter called the Association, with its principal place of business and office at Durango,  
20 Colorado.  
21

22 EXPLANATORY RECITALS

23 The following statements are made in explanation:

24 The Act of Congress approved April 11, 1956 (70 Stat. 105), authorized the  
25 planning and investigation of the Animas-La Plata Project as a participating project of the  
26 Colorado River Storage Project; subsequently, the construction, operation, and maintenance of  
27 the Animas-La Plata Project was authorized by Title V of the Colorado River Basin Project Act  
28 of September 30, 1968 (82 Stat. 896), and the United States has investigated, planned, and is  
29 constructing said Animas-La Plata Project for the storage, diversion, and distribution of the  
30 waters of the Animas River, which Project has among its authorized purposes the storage and  
31 furnishing of water for municipal and industrial purposes including such water to settle certain  
32 federal Indian- water right claims. The water rights settlement purposes of the Project were  
33 authorized by the Colorado Ute Indian Water Rights Settlement Act of 1988 (Public Law 100-  
34 585) as amended by the Colorado Ute Settlement Act Amendments of 2000 (2000

1 Amendments), Title III of Public Law 106-554.

2 The Southern Ute Indian Tribe, Ute Mountain Ute Tribe, Navajo Nation,  
3 Colorado Water Resources and Power Development Authority (CWRPDA) (for the Animas-La  
4 Plata Water Conservancy District (ALPWCD), the San Juan Water Commission (SJWC), and the  
5 La Plata Conservancy District (LPCD), have entered into an Intergovernmental Agreement  
6 (IGA) establishing the Association in order to carry out the operation, maintenance and  
7 replacement (“OM&R”) activities and responsibilities of the Sponsors for the Project in  
8 accordance with the provisions of the IGA, the Enabling Law, and this Contract.

9  
10 The parties enter into this Contract to provide for the necessary OM&R activities  
11 of the Transferred Works (as defined below).

12 NOW THEREFORE, in consideration of the terms and conditions of this Contract, the  
13 parties agree as follows:

14  
15 1. DEFINITIONS

16 Where used in this Contract:

17 (a) "Association" means the Animas-La Plata Operations, Maintenance, and  
18 Replacement Association, established by the Project sponsors who were signatory to the  
19 IGA, dated \_\_\_\_\_, pursuant to the Colorado Uniform Unincorporated Nonprofit Association  
20 Act, 7-30-101 et seq. CRS (2006), to carry out the OM&R activities and responsibilities of  
21 the Project.

22 (b) “IGA” or “Intergovernmental Agreement” means that agreement entered into by the  
23 Colorado Water Resource and Power Development Authority, the La Plata Conservancy  
24 District, the Navajo Nation, the San Juan Water Commission, the Southern Ute Indian Tribe,  
25 and the Ute Mountain Ute Tribe to establish the Association and provide for the terms,  
26 conditions, and concepts under which OM&R of the Transferred Works is to take place.

27 (c) "United States" or "Contracting Officer" or either of them means the Secretary of the  
28 United States Department of the Interior or his/her duly authorized representative.

29 (d) "Sponsors" means those entities that contract with the United States regarding water  
30 from this Project.

1 (e) "Project" means the Animas-La Plata Project, a participating Project of the Colorado  
2 River Storage Project.

3 (f) "Statutory Water Allocation" means the municipal and industrial (M&I) water  
4 allocation pursuant to the 2000 Amendments.

5 (g) "Project Storage Water" means the portion of the Statutory Water Allocation  
6 provided from storage in Lake Nighthorse (formerly Ridges Basin Reservoir), the storage  
7 component of the Project.

8 (h) "Transferred Works" means Ridges Basin Dam and Lake Nighthorse and their  
9 appurtenant facilities, including the downstream channel improvements on Basin Creek;  
10 Durango Pumping Plant, and its appurtenant facilities; Ridges Basin Inlet Conduit, and its  
11 appurtenant facilities; and the Operation and Maintenance Facilities which are necessary to  
12 support the operation and maintenance of the Project, and for which the OM&R  
13 responsibility is anticipated to be transferred to the Association by the United States, as  
14 further described in **Article 5** herein.

15 (i) "Consultation" means the United States shall notify and confer with the Association  
16 regarding significant decisions pertaining to this contract. In the event that consensus cannot  
17 be reached and the United States makes a decision, appeals are available to the extent  
18 allowed under applicable laws.

19  
20 2. APPLICABLE LAW

21 (a) In addition to the Project authorizations cited earlier, the transfer of operation and  
22 maintenance herein is authorized pursuant to Section 6 of the Reclamation Act (Act of June  
23 17, 1902, 32 Stat. 388); Section 5 of the Reclamation Extension Act (Act of August 13, 1914,  
24 38 Stat. 686); and Subsection G of the Second Deficiency Appropriation Act for 1924 (Fact  
25 Finders' Act, Act of December 5, 1924, 43 Stat. 672); the Transfer Title to Movable Property  
26 to Irrigation Districts Act (Act of July 29, 1954, 68 Stat. 580), and the Amend Movable  
27 Property Title Transfer Act (Act of June 24, 1965, 79 Stat. 172).

28 (b) OM&R of the Project shall be consistent with the Record of Decision dated  
29 September 25, 2000, and in accordance with the Environmental Commitments in Chapters 4  
30 and 5 of the Animas-La Plata Final Supplemental Environmental Impact Statement (FSEIS),

1 which are attached as Exhibit XX to this contract.

2 (c) Any additions, changes to, or operation of Transferred Works different from that  
3 stated in the FSEIS dated July 2000 and subsequent Record of Decision dated September 25,  
4 2000, may be subject to further compliance with applicable environmental statutes and must  
5 be approved by the United States.

6  
7 3. TERM OF THE CONTRACT

8 This Contract shall become effective upon the date of execution by the Contracting  
9 Officer, and shall remain in full force and effect until terminated by mutual written agreement of  
10 the United States and the Association, unless terminated pursuant to Article **Error! Reference**  
11 **source not found.** herein. The actual transfer of OM&R responsibility for the Transferred  
12 Works to the Association will occur as set forth in Article 5.

13  
14 4. TRANSFERRED WORKS

15 (a) The United States shall transfer to the Association, pursuant to the process outlined in  
16 Article 5, the responsibility for the operation, maintenance, and replacement of the  
17 Transferred Works. In addition the United States shall also transfer to the Association certain  
18 movable property and equipment determined by the Contracting Officer, after consultation  
19 with the Association, to be required for the OM&R of the Transferred Works. A detailed list  
20 of the movable property and equipment will be mutually agreed to and included in the  
21 Transfer Inspection Report.

22 (b) The Association shall not be responsible for the operation, maintenance, replacement  
23 and management of the following project features, lands, facility relocations, or appurtenant  
24 facilities:

- 25 (1) Navajo Nation Municipal Pipeline, of which the OM&R responsibility will be  
26 addressed in the water delivery contract between the Contracting Officer and the Navajo  
27 Nation,  
28 (2) Recreation facilities at Lake Nighthorse,  
29 (3) Mitigation Area and related lands located in the La Plata River Basin, and  
30 (4) County Road 211, gas lines, power lines and other facilities, except as specified

1 between the United States and the Association.

2  
3 5. TRANSFER INSPECTION

4 Prior to transferring the OM&R responsibilities from Reclamation to the Association, there  
5 will be two corresponding transfer inspections: 1) transfer from Reclamation Construction Status  
6 to Reclamation O&M status and; 2) transfer from Reclamation O&M status to Association O&M  
7 status. These transfer inspections and subsequent transfers may occur concurrently. Title to all  
8 Project Works will remain with the United States unless and until the Congress of the United  
9 States provides otherwise.

10 The transfer process will begin when consensus is reached on when the Project is  
11 substantially complete and at the request of the receiving Reclamation office which will have  
12 jurisdiction over the Transferred Works.

13 Prior to transferring OM&R responsibilities from Reclamation to the Association, a joint  
14 inspection by the United States and the Association will be conducted. A transfer inspection  
15 report will be written by the United States with concurrence signatures from the Regional  
16 Director, Area Manager, and the Association's officials. The transfer inspection report will  
17 contain a list of facilities and movable property to be transferred, and will identify design and/or  
18 construction deficiencies, corrective measures, the responsibilities of each party for correcting  
19 deficiencies, a plan and schedule for how deficiencies will be addressed and funded, and the  
20 anticipated date of transfer of OM&R responsibilities to the Association. The transfer of OM&R  
21 responsibilities to the Association will not occur until after the transfer inspection report has been  
22 signed and approved. The Association will then be notified in writing by Reclamation of the  
23 official transfer and date of that transfer.

24  
25 6. ACCEPTANCE OF OPERATION, MAINTENANCE, AND REPLACEMENT  
26 RESPONSIBILITY

27 After receiving the OM&R responsibility pursuant to Article 5, the Association shall, at its  
28 own cost and expense except as provided in Article 7(c) below, carry out the OM&R of the  
29 Transferred Works. The Association shall employ a competent and suitable manager or operating  
30 entity for these purposes. The selection of such manager or operating entity shall be subject to

1 the approval of the Contracting Officer.

2  
3 7. OPERATION, MAINTENANCE, AND REPLACEMENT COSTS

4 (a) The operation, maintenance and replacement (OM&R) costs for the Transferred  
5 Works shall consist of both fixed and variable OM&R costs as specified in, and shall be  
6 allocated in accordance with, Exhibit A of the IGA.

7 (b) In addition to fixed OM&R costs provided in Sections 6.03, 6.04, 6.05, and 6.06 of  
8 Exhibit A of the IGA, fixed OM&R costs shall include costs incurred to replace water  
9 released for required operational tests, annual payments to an emergency reserve fund, and  
10 annual payments to a replacement reserve fund. Payments to the emergency reserve fund  
11 shall be made pursuant to the provisions of Article 17 herein. The Association shall make  
12 annual payments in the amount of \$23,000 to the replacement reserve fund to ensure  
13 adequate funds are available to replace equipment that has met or exceeded its normal service  
14 life.

15 (c) The OM&R costs allocated under (a) and (b) above shall be developed by the  
16 Association. The Association will begin payment of OM&R costs when the Project has been  
17 transferred from construction status to OM&R status. Prior to the first use of water by the  
18 Colorado Ute Tribes, the United States shall pay the associated OM&R costs allocable to the  
19 water allocation of the Southern Ute Indian Tribe and the Ute Mountain Ute Tribe, based  
20 upon the percentages shown in Section 6.02 of Exhibit A of the IGA. Upon either Tribe's  
21 first use of any increment of its water allocation, or the Tribe's first use of such water  
22 pursuant to a water use contract, that Tribe shall bear a pro rata share of the allocable annual  
23 OM&R costs for that increment of water.

24 (d) The expenditure or advance of any money or the performance of any obligation of  
25 Reclamation under this contract shall be contingent upon appropriation or allotment of funds  
26 by the Congress of the United States. In the event adequate funds are not appropriated or  
27 allotted by Congress, the Association will add any unappropriated, unallotted, or non-  
28 reimbursed amount to the charge notice(s) that Reclamation is responsible for pursuant to  
29 Article 7(c) in the following water year provided, however, nothing in this article shall limit  
30 the rights of the Association to commence any appropriate action necessary against



1 Reclamation to obtain any restitution, relief or remedy available by law in the event adequate  
2 funds are not appropriated or allotted by the Congress.

3 (e) During any period in which the United States is performing the OM&R on the  
4 Transferred Works, the Association agrees it will pay, in advance, on the basis of annual  
5 estimates made by the Contracting Officer, in accordance with standard Reclamation  
6 procedures and Reclamation law, the OM&R costs of the Transferred Works operated by the  
7 United States and determined by the Contracting Officer to be properly chargeable to the  
8 Association. A notice of annual estimates hereinafter referred to as the operation and  
9 maintenance charge notice, shall be furnished to the Association on or before June 1 of each  
10 year, and shall contain a statement of the estimated cost of operation and maintenance to be  
11 paid by the Association for the following calendar year. The Association agrees to pay the  
12 amount specified in such operation and maintenance charge notice on or before December 31  
13 of the year in which the notice is given. Whenever funds so advanced are inadequate to pay  
14 the Association's share of operating and maintaining the works being operated by the United  
15 States, the Contracting Officer shall give a supplemental operation and maintenance charge  
16 notice stating therein the amount of additional funds required and the Association shall  
17 advance such additional funds on or before the date specified in any supplemental notice. If  
18 the funds advanced by the Association, under this article, exceed the actual cost of operation,  
19 and maintenance, properly chargeable to the Association for the year for which advanced, an  
20 appropriate adjustment will be made in the notice issued the next succeeding year.

21 (f) If, during any period in which the United States is operating the Project, the  
22 Association fails to make payments pursuant to Articles 7(a) through 7(e) above, the OM&R  
23 Payment provisions contained in individual Sponsors' repayment contracts with the United  
24 States will be invoked.

25 (g) **THREE YEAR WORK PLAN:** Upon Reclamation's transfer of the OM&R  
26 responsibility of the Transferred Works pursuant Article 5 herein, the Association will  
27 prepare a three year OM&R work plan and submit it to Reclamation by July 1 of each year  
28 for Reclamation's budget appropriation purposes.

29 (h) **ONE YEAR WORK PLAN:** Upon Reclamation's transfer of the OM&R  
30 responsibility of the Transferred Works to the Association, the Association will develop a

1 one year detailed OM&R work plan. The Association will finalize and approve the work  
2 plan by October 1 of each year.

3 (i) Consultation with Reclamation: During the period in which the United States is  
4 paying all or a portion of the two Ute Tribes' OM&R costs, the Association shall consult with  
5 Reclamation prior to finalizing the Three-Year and One-Year Work Plans described herein.  
6 Reclamation shall consult with the Association regarding its progress in securing the funds  
7 needed for the United States to meet its obligations under this contract.

8 (j) The payment of OM&R costs by the Association as identified in Article 6 substitutes  
9 for the OM&R payment provisions required by Sponsors under their individual repayment or  
10 water delivery contracts. However, if the Association fails to pay OM&R costs identified in  
11 Article 6, the United States retains the ability to enforce the OM&R payment provisions in  
12 the Sponsors' individual repayment or water delivery contracts. Payment of the Colorado Ute  
13 Tribes' OM&R costs by the United States shall be in accordance with Section 6 of the 2000  
14 Amendments.

15  
16 8. MEASUREMENT AND DISTRIBUTION OF STATUTORY WATER ALLOCATION

17 (a) The United States has installed measuring devices and the Association shall measure  
18 water delivered through the main outlet works of Ridges Basin Dam and/or in the Animas  
19 River at the Durango Pumping Plant. The Association shall operate, maintain, and replace  
20 these measuring devices and shall install, operate, maintain and replace any devices  
21 necessary to measure water delivered directly out of Lake Nighthorse at points not through  
22 the main outlet works, or diverted directly from the river.

23 (b) All non-project facilities and appurtenant structures required for taking water  
24 furnished under this Contract from the points of delivery and putting it to use by the Sponsors  
25 and their subcontractors will be acquired, constructed or installed, and operated and  
26 maintained by the Sponsors or their subcontractors at their sole expense. Construction of  
27 facilities on Reclamation-owned land required to deliver water directly from Lake  
28 Nighthorse shall require review and written approval by the Contracting Officer.

29 (c) The United States shall not be responsible for the control, carriage, handling, use,  
30 disposal, or distribution of water furnished the Sponsors from Lake Nighthorse, the outlet

1 works of Ridges Basin Dam, or bypassed at the Durango Pumping Plant to the place of final  
2 use. The Association will hold the United States harmless on account of damage or claim of  
3 damage of any nature whatsoever arising out of or connected with the control, carriage,  
4 handling, use, disposal, or distribution of water by the Association.  
5

6 9. PROJECT WATER SUPPLY, DELIVERY, AND SHORTAGES

7 (a) Accounting for and delivery of Project water shall be pursuant to Article 4 of Exhibit  
8 A of the IGA.

9 (b) Shortages to Statutory Water Allocations. During periods of drought, there may be a  
10 time when insufficient water is available to fulfill the annual Statutory Water Allocation. In  
11 such cases, shortages shall be administered pursuant to Article 5 of Exhibit A of the IGA.  
12

13  
14 10. LIMIT OF LIABILITY

15 (a) The United States or any of its officers, agents, or employees shall not be liable in any  
16 manner for the failure of the Project, for any reason, to supply water to which a Sponsor is  
17 entitled, except if such failure of delivery is caused by direct action of the United States, its  
18 officers, agents or employees. Nothing in this subarticle shall protect the Association from  
19 any claim that it negligently or intentionally operated the Project so as to injure one or more  
20 of the Sponsors.  
21

22 (b) There may occur at times during any year a shortage in the quantity of water available  
23 for furnishing to the Sponsors through and by means of the Project, but in no event shall any  
24 liability accrue against the United States or any of its officers, agents, or employees for any  
25 damage, direct or indirect, arising from a shortage on account of errors in operation, drought,  
26 or any other causes. Notwithstanding the provisions of Article 9(b), in any year in which  
27 there may occur a shortage from any cause, the United States reserves the final right to  
28 apportion the available water supply.  
29

30 11. REMEDIES

1 (a) In the event the Association is found to be operating the Transferred Works or any  
2 part thereof in violation of this contract or the Association is found to be failing any financial  
3 commitments or other commitments to the United States under the terms and conditions of  
4 this contract, then upon the election of the Contracting Officer, the United States may take  
5 over from the Association the OM&R responsibilities of the Transferred Works by giving  
6 written notice to the Association of such election and the effective date thereof. Thereafter,  
7 during the period of operation by the United States, upon notification by the Contracting  
8 Officer the Association shall pay to the United States, annually in advance, the cost of  
9 OM&R of the works as determined by the Contracting Officer. During this period, the  
10 United States will attempt to operate the Project in accordance with the principles contained  
11 in the IGA. Following written notification from the Contracting Officer the OM&R  
12 responsibilities of the works may be transferred back to the Association pursuant to the  
13 provisions of this.

14 (b) The United States shall not be responsible for the control, carriage, handling, use,  
15 disposal, or distribution of water furnished the Sponsors from Lake Nighthorse, the outlet  
16 works of Ridges Basin Dam, or bypassed at the Durango Pumping Plant to the place of final  
17 use. During any period in which the United States is operating the Project, the Association  
18 will hold the United States harmless on account of damage or claim of damage of any nature  
19 whatsoever arising out of or connected with the control, carriage, handling, use, disposal, or  
20 distribution of water by the Association.

21 (c) The Contracting Officer may terminate this Contract at any time before the expiration  
22 of its term whenever the Contracting Officer determines that the Association is in breach of  
23 the Contract; Provided, that prior to the effective date of any such termination, the  
24 Contracting Officer shall notify the Association in writing of the reason for the proposed  
25 termination, including with specificity, the purported deficiencies of the Association in  
26 carrying out the terms and conditions of this Contract. Such notice of purported deficiency  
27 shall be issued only after the designated representative of the Association has met with the  
28 Contracting Officer or his designated representative to attempt in good faith and with the use  
29 of best efforts to resolve any dispute arising from the purported deficiency. It is the intent of  
30 the parties that disputes be resolved pursuant to this Article **Error! Reference source not**

1 **found.** as expeditiously as is reasonably possible without the necessity of other relief at law  
2 or in equity. The Association shall have at least ninety (90) days from receipt of the written  
3 notice of said reasons for termination to correct all deficiencies referred to in said written  
4 notice; Provided, that in the event of a condition which threatens the safety or integrity of the  
5 Project or the health and safety of the general public, the Contracting Officer may specify a  
6 shorter notice period which the Contracting Officer determines to be appropriate under the  
7 circumstances. In the event the Association does not correct all deficiencies referred to in  
8 said written notice within the applicable period, the Contracting Officer may thereafter  
9 terminate this Contract upon thirty (30) days prior written notice to the Association;  
10 Provided, that in those situations where the safety or integrity of the Transferred Works or  
11 the health and safety of the general public is threatened, in the determination of the  
12 Contracting Officer, the Contracting Officer may order such repairs or replacements as are  
13 required to be made by the United States and charge the cost thereof to the Association. Any  
14 termination pursuant to this Article shall be subject to the rights and obligations of the parties  
15 as more specifically set for the in this Contract. All costs incurred by the United States in the  
16 reassumption and OM&R responsibilities of the facilities will be reimbursable.

17 (d) Upon any termination of this agreement, the Association shall transfer to the United  
18 States (1) title to all tools, vehicles, supplies, and equipment transferred under Article 4(a) (to  
19 the extent still available) or purchased by the Association for the purposes of this Contract,  
20 and (2) any funds in its possession which were collected for, or allocated to the OM&R of the  
21 Transferred Works for the then-current Fiscal Year which are in excess of the obligations of  
22 the Association for the OM&R of the Transferred Works for the then-current Fiscal Year.

23 (e) Upon notice from the Contracting Officer that the manager or operating entity is or  
24 has become unsatisfactory, the Association shall promptly and as often as such notice is  
25 given, terminate the employment of such unsatisfactory manager or operating entity and  
26 employ one who is competent and suitable in the opinion of the Contracting Officer.

27  
28  
29 12. COLLECTION OF INCIDENTAL REVENUES

30 All revenues derived from the rental or sale of land, interests in land, or other property

1 acquired for project purposes shall belong to the United States and not be credited to the  
2 Association, except any lands acquired by the Association and conveyed to the United States  
3 without cost. Excepted from the provisions of this Article are such items of equipment  
4 purchased or transferred to the Association as provided in Article 4(a).

5  
6 13. CHARGES FOR DELINQUENT PAYMENTS

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

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

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

24  
25 14. NOTICES

26 Any notice, demand, or request authorized or required by this Contract shall be deemed to  
27 have been given, on behalf of the Association, when mailed, postage prepaid, or delivered to the  
28 Regional Director, Upper Colorado Region, Bureau of Reclamation, 125 South State Street,  
29 Room 6107, Salt Lake City, Utah 84138-1102, and on behalf of the United States, when mailed,  
30 postage prepaid, or delivered to the Association \* (Add address etc.). The designation of the  
31 addressee or the address may be changed by notice given in the same manner as provided in this  
32 article for other notices.

33  
34 15. OPERATION AND MAINTENANCE OF TRANSFERRED WORKS--  
35 PAYMENT OF MISCELLANEOUS COSTS

36 (a) Upon substantial completion of the Project, or as otherwise determined by the  
37 Contracting Officer, and following written notification, the care, operation, and maintenance  
38 of any or all of the Project may be transferred to the Association. Title to the Transferred  
39 Works will remain in the name of the United States, unless otherwise provided by the  
40 Congress of the United States.

1 (b) The Association, without expense to the United States, shall care for, operate, and  
2 maintain the Transferred Works in full compliance with the terms of this contract and in a  
3 manner that the Transferred Works remain in good and efficient condition.

4 (c) Necessary repairs of the Transferred Works shall be made promptly by the  
5 Association. In case of unusual conditions or serious deficiencies in the care, operation, and  
6 maintenance of the Transferred Works threatening or causing interruption of water service,  
7 the Contracting Officer may issue to the Association a special written notice of those  
8 necessary repairs. Except in the case of an emergency, the Association will be given 60 days  
9 to either make the necessary repairs or submit a plan for accomplishing the repairs acceptable  
10 to the Contracting Officer. In the case of an emergency, or if the Association fails to either  
11 make the necessary repairs or submit a plan for accomplishing the repairs acceptable to the  
12 Contracting Officer within 60 days of receipt of the notice, the Contracting Officer may  
13 cause the repairs to be made, and the cost of those repairs shall be paid by the Association as  
14 directed by the Contracting Officer.

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

18 (e) The Association agrees to indemnify the United States for, and hold the United States  
19 and all of its representatives harmless from, all damages resulting from suits, actions, or  
20 claims of any character brought on account of any injury to any person or property arising  
21 out of any act, omission, neglect, or misconduct in the manner or method of performing any  
22 construction, care, operation, maintenance, supervision, examination, inspection, or other  
23 duties of the Association or the United States on Transferred Works required under this  
24 contract, regardless of who performs those duties. The Contractor does not agree to indemnify  
25 the United States for any damages arising from intentional torts or malicious actions committed  
26 by employees of the United States.

27 (f) The Association shall cooperate with the Contracting Officer in implementing an  
28 effective safety of dam(s) program. The United States agrees to provide the Association and  
29 the appropriate agency of the State or States in which the project facilities are located with  
30 design data, designs, and an operating plan for the dam(s) and related facilities consistent  
31 with the current memorandum of understanding between the United States and the State of  
32 Colorado relating to the coordination of planning, design, construction, operation, and  
33 maintenance processes for dams and related facilities.

34 (g) In addition to all other payments to be made by the Association under this contract,  
35 the Association shall reimburse to the United States, following the receipt of a statement  
36 from the Contracting Officer, all miscellaneous costs incurred by the United States for any  
37 work involved in the administration and supervision of this contract.  
38

39 16. EXAMINATION, INSPECTION, AND AUDIT OF TRANSFERRED WORKS,  
40 RECORDS, AND REPORTS FOR DETERMINING ADEQUACY OF OPERATION AND  
41 MAINTENANCE

42 (a) The Contracting Officer may from time to time, examine the following: the  
43 Association's books, records, and reports; the Transferred Works being operated by the

1 Association; the adequacy of the operation, maintenance, and safety of dams programs; the  
2 reserve fund; and the water conservation program including the water conservation fund, if  
3 applicable. Notwithstanding title ownership, where the United States retains a financial,  
4 physical, or liability interest in facilities either constructed by the United States or with funds  
5 provided by the United States, the Contracting Officer may examine any or all of the  
6 Transferred Works providing such interest to the United States.

7 (b) The Contracting Officer may or the Association may request the Contracting Officer  
8 to, conduct special inspections of any Transferred Works being operated by the Association  
9 and special audits of the Association's books and records to ascertain the extent of any  
10 operation and maintenance deficiencies to determine the remedial measures required for their  
11 correction and to assist the Association in solving specific problems. Except in an  
12 emergency, any special inspection or audit shall be made only after written notice thereof has  
13 been delivered to the Association by the Contracting Officer.

14 (c) The Association shall provide access to the Transferred Works, operate any  
15 mechanical or electrical equipment, and be available to assist in the examination, inspection,  
16 or audit.

17 (d) The Contracting Officer shall prepare reports based on the examinations, inspections,  
18 or audits and furnish copies of such reports and any recommendations to the Association.

19 (e) The costs incurred by the United States in conducting operation and maintenance  
20 examinations, inspections, and audits and preparing associated reports and recommendations  
21 related to high- and significant hazard dams and associated facilities shall be nonreimbursable.  
22 Associated facilities include carriage, distribution, and drainage systems; pumping and pump-  
23 generating plants; powerplant structures; tunnels/pipelines; diversion and storage dams (low  
24 hazard); Type 2 bridges which are Reclamation-owned bridges not located on a public road;  
25 regulating reservoirs (low hazard); fish passage and protective facilities, including hatcheries;  
26 river channelization features; rural/municipal water systems; desalting and other water treatment  
27 plants; maintenance buildings and service yards; facilities constructed under Federal loan  
28 programs (until paid out); and recreation facilities (reserved works only); and any other facilities  
29 as determined by the Contracting Officer.

30 (f) Expenses incurred by the Association, as applicable, in participating in the operation and  
31 maintenance site examination will be borne by the Association.

32 (g) Requests by the Association for consultations, design services, or modification reviews,  
33 and the completion of any operation and maintenance activities identified in the formal  
34 recommendations resulting from the examination (unless otherwise noted) are to be funded as  
35 project operation and maintenance and are reimbursable by the Association to the extent of  
36 current project operation and maintenance allocations.

37 (h) Site visit special inspections that are beyond the regularly scheduled operation and  
38 maintenance examinations conducted to evaluate a particular concern(s) or problem(s) and  
39 provide assistance relative to any corrective action (either as a follow up to an operation and  
40 maintenance examination or when requested by the Association) shall be nonreimbursable.

41 (i) The Contracting Officer may provide the State of Colorado an opportunity to observe  
42 and participate in, at its own expense, the examinations and inspections. The State of  
43 Colorado may be provided copies of reports and any recommendations relating to such  
44 examinations and inspections.

45



1 17.

EMERGENCY RESERVE FUND

2 (a) Commencing with [add date], the Association shall accumulate and maintain a  
3 reserve fund or demonstrate to the satisfaction of the Contracting Officer that other funds are  
4 available for use as an emergency reserve fund. The Association shall establish and maintain  
5 that emergency reserve fund to meet costs incurred during periods of special stress caused by  
6 damaging droughts, storms, earthquakes, floods, or other emergencies threatening or causing  
7 interruption of water service.

8 (b) The Association shall accumulate the reserve fund with annual deposits or  
9 investments of not less than \$XXXX to a Federally insured, interest- or dividend-bearing  
10 account or in securities guaranteed by the Federal Government: *Provided, That* money in the  
11 reserve fund, including accrued interest, shall be available within a reasonable time to meet  
12 expenses for such purposes as those identified in paragraph (d) herein. Such annual deposits  
13 and the accumulation of interest to the reserve fund shall continue until the basic amount of  
14 \$XXXX during the initial stages of the Project and \$XXXX once the Project is under full  
15 operation is accumulated. Following an emergency expenditure from the fund, the annual  
16 deposits shall continue from the year following the emergency expenditure until the previous  
17 balance is restored. After the initial amount is accumulated or after the previous balance is  
18 restored, the annual deposits may be discontinued, and the interest earnings shall continue to  
19 accumulate and be retained as part of the reserve fund.

20 (c) Upon mutual agreement between the Association and the Contracting Officer, the  
21 basic reserve fund or the accumulated reserve fund may be adjusted to account for risk and  
22 uncertainty stemming from the size and complexity of the project; the size of the annual  
23 operation and maintenance budget; additions to, deletions from, or changes in Transferred  
24 Works; and operation and maintenance costs not contemplated when this contract was  
25 executed.

26 (d) The Association may make expenditures from the reserve fund only for meeting usual  
27 operation and maintenance costs incurred during periods of special stress, as described in  
28 paragraph (a) herein; or for meeting unforeseen extraordinary operation and maintenance  
29 costs; or for meeting unusual or extraordinary repair or replacement costs; or for meeting  
30 betterment costs (in situations where recurrence of severe problems can be eliminated) during  
31 periods of special stress. Proposed expenditures from the fund shall be submitted to the  
32 Contracting Officer in writing for review and written approval prior to disbursement.  
33 Whenever the reserve fund is reduced below the current balance by expenditures therefrom,  
34 the Association shall restore that balance by the accumulation of annual deposits as specified  
35 in paragraph (b) herein.

36 (e) During any period in which any of the Transferred Works are operated and  
37 maintained by the United States, the Association agrees the reserve fund shall be available  
38 for like use by the United States.

39 (f) On or before \_\_\_\_\_ of each year, the Association shall provide a current  
40 statement of the principal and accumulated interest of the reserve fund account to the  
41 Contracting Officer.

42

43 18.

CONTINGENT UPON APPROPRIATION OR ALLOTMENT OF FUNDS

1 The expenditure or advance of any money or the performance of any obligation of the United  
2 States under this Contract shall be contingent upon appropriation or allotment of funds. Absence  
3 of appropriation or allotment of funds shall not relieve the Association from any obligations  
4 under this Contract. No liability shall accrue to the United States in case funds are not  
5 appropriated or allotted.  
6

7 19. OFFICIALS NOT TO BENEFIT

8 No Member of or Delegate to the Congress, Resident Commissioner, or official of the  
9 Association shall benefit from this Contract other than as a water user or landowner in the same  
10 manner as other water users and landowners.  
11

12 20. CHANGES IN ASSOCIATION'S ORGANIZATION

13 While this Contract is in effect, no change may be made in the Association's organization, by  
14 inclusion or exclusion of lands or by any changes which may affect the respective rights,  
15 obligations, privileges, and duties of either the United States or the Association under this  
16 Contract including, but not limited to, dissolution, consolidation, or merger, except upon the  
17 Contracting Officer's written consent.  
18

19  
20 21. ASSIGNMENT LIMITED-SUCCESSORS AND ASSIGNS OBLIGATED

21 The provisions of this Contract shall apply to and bind the successors and assigns of the  
22 parties hereto, but no assignment or transfer of this Contract or any right or interest therein by  
23 either party shall be valid until approved in writing by the other party.  
24

25 22. BOOKS, RECORDS AND REPORTS

26 The Association shall establish and maintain accounts and other books and records pertaining  
27 to administration of the terms and conditions of this Contract, including the Association's  
28 financial transactions; water supply data; project operation, maintenance, and replacement logs;  
29 project land and rights-of-way use agreements; the water users' land-use (crop census), land  
30 ownership, land-leasing, and water-use data; and other matters that the Contracting Officer may  
31 require. Reports shall be furnished to the Contracting Officer in such form and on such date or  
32 dates as the Contracting Officer may require. Subject to applicable Federal laws and regulations,  
33 each party to this Contract shall have the right during office hours to examine and make copies  
34 of the other party's books and records relating to matters covered by this Contract.  
35

36 23. RULES, REGULATIONS, AND DETERMINATIONS

37 (a) The parties agree that the delivery of water or the use of Federal facilities pursuant to  
38 this contract is subject to Federal reclamation law, as amended and supplemented, and the

1 rules and regulations promulgated by the Secretary of the Interior under Federal reclamation  
2 law.

3 (b) The Contracting Officer shall have the right to make determinations necessary to  
4 administer this contract that are consistent with the expressed and implied provisions of this  
5 contract, the laws of the United States and the State, and the rules and regulations  
6 promulgated by the Secretary of the Interior. Such determinations shall be made in  
7 consultation with the Association.  
8

9 24. ADMINISTRATION OF FEDERAL PROJECT LANDS

10 The lands and interests in lands acquired, withdrawn, or reserved and needed by the United  
11 States for the purposes of care, operation, and maintenance of the Project may be used by the  
12 Association for such purposes. The Association shall ensure that no unauthorized  
13 encroachment occurs on the Transferred Works. The Association does not have the authority  
14 to issue any land-use agreement or grant that conveys an interest in Federal real property, nor  
15 to lease or dispose of any interest of the United States.  
16

17 25. PROTECTION OF WATER AND AIR QUALITY

18 (a) Project facilities used to make available and deliver water to the Sponsors shall be  
19 operated and maintained in the most practical manner to maintain the quality of the water at  
20 the highest level possible as determined by the Contracting Officer: *Provided, That* the  
21 United States does not warrant the quality of the water delivered to the Sponsors and is under  
22 no obligation to furnish or construct water treatment facilities to maintain or improve the  
23 quality of water delivered to the Sponsors.

24 (b) The Sponsors shall comply with all applicable water and air pollution laws and  
25 regulations of the United States and the States of Colorado and New Mexico; and shall obtain  
26 all required permits or licenses from the appropriate Federal, State, Tribal or local authorities  
27 necessary for the delivery of water by the Association; and shall be responsible for  
28 compliance with all Federal, State, Tribal, and local water quality standards applicable to  
29 surface and subsurface drainage and/or discharges generated through the use of Federal or  
30 individual Sponsor facilities or project water provided by the Association within the  
31 individual Sponsors' Project Water Service Area.

32 (c) This article shall not affect or alter any legal obligations of the United States to  
33 provide drainage or other discharge services.  
34

35 26. CONTAMINATION OR POLLUTION OF FEDERAL PROPERTY

36 (a) The Association shall not allow contamination or pollution of Federal project lands,  
37 project waters, or project works of the United States or administered by the United States and  
38 for which the Association has the responsibility for care, operation, and maintenance by its  
39 employees or agents. The Association shall also take reasonable precautions to prevent such  
40 contamination or pollution by third parties.

1 (b) The Association shall comply with all applicable Federal, State, and local laws and  
2 regulations and Reclamation policies and instructions existing, or hereafter enacted or  
3 promulgated, concerning any hazardous material that will be used, produced, transported,  
4 stored, released, or disposed of on or in Federal project lands, project waters, or project  
5 works.

6 (c) "Hazardous material" means (1) any substance defined as hazardous, a pollutant, or a  
7 contaminant under the Comprehensive Environmental Response, Compensation and Liability Act  
8 (CERCLA), 42 U.S.C. § 9601 (14) and (33); (2) oil as defined by the Clean Water Act, 33 U.S.C.  
9 § 1321 (a) and the Oil Pollution Act, 33 U.S.C. § 2701 (23); (3) thermal pollution, refuse,  
10 garbage, sewage effluent, industrial waste, mine or mill tailings, mineral salts, pesticides, and  
11 other solid waste, and (4) any other substance regulated as hazardous or toxic under Federal,  
12 State, local or Tribal law.

13 (d) Upon discovery of any event which may or does result in contamination or pollution of  
14 Federal project lands, project water, or project works, the Association shall immediately  
15 undertake all measures necessary to protect public health and the environment, including  
16 measures necessary to contain or abate any such contamination or pollution and shall report such  
17 discovery with full details of the actions taken to the Contracting Officer. Reporting shall be  
18 within a reasonable time period but shall not exceed 24 hours from the time of discovery if it is  
19 an emergency and the first working day following discovery in the event of a non-emergency.

20 (e) The Association shall be liable for any response action or corrective measure necessary to  
21 protect public health and the environment or to restore Federal project lands, project waters, or  
22 project works that are adversely affected as a result of such violation, and for all costs, penalties  
23 or other sanctions that are imposed for violation of any Federal, State, local or Tribal laws and  
24 regulations concerning hazardous material. At the discretion of the Contracting Officer, the  
25 United States may also terminate this Contract as a result of such violation.

26 (f) The contractor shall defend, indemnify, protect and save the United States harmless from  
27 and against any costs, expenses, claims, damages, demands, or other liability arising from or  
28 relating to contractor's violation of this article.

29 (g) The United States agrees to provide information necessary for the Association, using  
30 reasonable diligence, to comply with the provisions of this Article.  
31

32 27. CLEAN AIR AND WATER

33 (a) The Association agrees as follows:

34 (1) To comply with all the requirements of Section 114 of the Clean Air Act, as  
35 amended (42 U.S.C. 7414), and Section 308 of the Federal Water Pollution Control Act,  
36 as amended by Public Law 92-500 (33 U.S.C. 1318), respectively, relating to inspection,  
37 monitoring, entry, reports, and information, as well as other requirements specified in  
38 Section 114 of the Air Act and Section 308 of the Water Act, respectively, and all  
39 regulations and guidelines issued thereunder before the execution of this contract.

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

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

3 (4) To insert the substance of the provisions of this article into any nonexempt  
4 subcontract, including this paragraph (a)(4).

5 (b) The terms used in this article have the following meanings:

6 (1) The term "Air Act" means the Clean Air Act, as amended (42 U.S.C. 7401).

7 (2) The term "Water Act" means the Federal Water Pollution Control Act, as  
8 amended (33 U.S.C. 1251 *et seq.*).

9 (3) The term "clean air standards" means any enforceable rules, regulations,  
10 guidelines, standards, limitations, orders, controls, prohibitions, or other requirements  
11 which are contained in, issued under, or otherwise adopted pursuant to the Air Act or  
12 Executive Order 11738, an applicable implementation plan as described in Section 110 of  
13 the Air Act (42 U.S.C. 7410), an approved implementation procedure or plan under  
14 Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 7411(c) or(d)),  
15 or an approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C.  
16 7412(d)).

17 (4) The term "clean water standards" means any enforceable limitation, control,  
18 condition, prohibition, standard, or other requirement which is promulgated pursuant to  
19 the Water Act or contained in a permit issued to a discharger by the Environmental  
20 Protection Agency or by a state under an approved program, as authorized by Section 402  
21 of the Water Act (33 U.S.C. 1342), or by local government to ensure compliance with  
22 pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).

23 (5) The term "comply" means compliance with clean air or water standards. Comply  
24 shall also mean compliance with a schedule or plan ordered or approved by a court of  
25 competent jurisdiction, the Environmental Protection Agency, or an air or water pollution  
26 control agency in accordance with the requirements of the Air Act or Water Act and  
27 regulations issued pursuant thereto.

28 (6) The term "facility" means any building, plant, installation, structure, mine, vessel  
29 or other floating craft, location, or site of operations owned, leased, or supervised by a  
30 contractor or subcontractor to be utilized in the performance of a contract or subcontract.  
31 Where a location or site of operations contains or includes more than one building, plant,  
32 installation, or structure, the entire location or site shall be deemed to be a facility except  
33 where the Director, Office of Federal Activities, Environmental Protection Agency,  
34 determines that independent facilities are collocated in one geographical area.  
35

36 28. EQUAL EMPLOYMENT OPPORTUNITY

37 During the performance of this contract, the Association agrees as follows:

38 (1) The Association will not discriminate against any employee or applicant for  
39 employment because of race, color, religion, sex, disability, or national origin. The  
40 Association will take affirmative action to ensure that applicants are employed, and that  
41 employees are treated during employment, without regard to their race, color, religion,  
42 sex, disability, or national origin. Such action shall include, but not be limited to the  
43 following: employment, upgrading, demotion, or transfer; recruitment or recruitment

1 advertising; layoff or termination; rates of pay or other forms of compensation; and  
2 selection for training, including apprenticeship. The Association agrees to post in  
3 conspicuous places, available to employees and applicants for employment, notices to be  
4 provided by the Contracting Officer setting forth the provisions of this nondiscrimination  
5 clause.

6 (2) The Association will, in all solicitations or advertisements for employees placed  
7 by or on behalf of the Association; state that all qualified applicants will receive  
8 consideration for employment without regard to race, color, religion, sex, disability, or  
9 national origin.

10 (3) The Association will send to each labor union or representative of workers with  
11 which it has a collective bargaining agreement or other contract or understanding, a  
12 notice, to be provided by the Contracting Officer, advising the labor union or workers'  
13 representative of the Association's commitments under Section 202 of Executive Order  
14 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places  
15 available to employees and applicants for employment.

16 (4) The Association will comply with all provisions of Executive Order No. 11246 of  
17 September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of  
18 Labor.

19 (5) The Association will furnish all information and reports required by Executive  
20 Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the  
21 Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and  
22 accounts by the Contracting Agency and the Secretary of Labor for purposes of  
23 investigation to ascertain compliance with such rules, regulations, and orders.

24 (6) In the event of the Association's noncompliance with the nondiscrimination  
25 clauses of this contract or with any of such rules, regulations, or orders, this contract may  
26 be canceled, terminated or suspended in whole or in part and the Association may be  
27 declared ineligible for further Government contracts in accordance with procedures  
28 authorized in Executive Order 11246 of September 24, 1965, and such other sanctions  
29 may be imposed and remedies invoked as provided in Executive Order 11246 of  
30 September 24, 1965 or by rule, regulation, or order of the Secretary of Labor, or as  
31 otherwise provided by law.

32 (7) The Association will include the provisions of paragraphs (1) through (7) in every  
33 subcontract or purchase order unless exempted by the rules, regulations, or orders of the  
34 Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of  
35 September 24, 1965, so that such provisions will be binding upon each subcontractor or  
36 vendor. The Association will take such action with respect to any subcontract or  
37 purchase order as may be directed by the Secretary of Labor as a means of enforcing such  
38 provisions, including sanctions for noncompliance: *Provided, however*, that in the event  
39 the Association becomes involved in, or is threatened with, litigation with a subcontractor  
40 or vendor as a result of such direction, the Association may request the United States to  
41 enter into such litigation to protect the interests of the United States.  
42

43 29. COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

1 (a) The Association shall comply with Title VI of the Civil Rights Act of 1964 (42  
2 U.S.C. 2000d), Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112, as amended), the  
3 Age Discrimination Act of 1975 (42 U.S.C. 6101, *et seq.*), Title II of the Americans with  
4 Disabilities Act of 1990, and any other applicable civil rights laws, as well as with their  
5 respective implementing regulations and guidelines imposed by the U.S. Department of the  
6 Interior and/or Bureau of Reclamation.

7 (b) These statutes require that no person in the United States shall be excluded from  
8 participation in, be denied the benefits of, or be otherwise subjected to discrimination under  
9 any program or activity receiving financial assistance from the Bureau of Reclamation on the  
10 grounds of race, color, national origin, disability, or age. By executing this contract, the  
11 Association agrees to immediately take any measures necessary to implement this obligation,  
12 including permitting officials of the United States to inspect premises, programs, and  
13 documents.

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

22 (d) Complaints of discrimination against the Association shall be investigated by the  
23 Contracting Officer's Office of Civil Rights.  
24

25 30. CERTIFICATION OF NONSEGREGATED FACILITIES

26 The Association hereby certifies that it does not maintain or provide for its employees any  
27 segregated facilities at any of its establishments and that it does not permit its employees to  
28 perform their services at any location under its control where segregated facilities are  
29 maintained. It certifies further that it will not maintain or provide for its employees any  
30 segregated facilities at any of its establishments and that it will not permit its employees to  
31 perform their services at any location under its control where segregated facilities are  
32 maintained. The Association agrees that a breach of this certification is a violation of the Equal  
33 Employment Opportunity clause in this contract. As used in this certification, the term  
34 "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms,  
35 restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas,  
36 parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing  
37 facilities provided for employees which are segregated by explicit directive or are in fact  
38 segregated on the basis of race, creed, color, or national origin, because of habit, local custom,  
39 disability, or otherwise. The Association further agrees that (except where it has obtained  
40 identical certifications from proposed subcontractors for specific time periods) it will obtain  
41 identical certifications from proposed subcontractors prior to the award of subcontracts  
42 exceeding \$10,000 which are not exempt from the provisions of the Equal Employment  
43 Opportunity clause; that it will retain such certifications in its files; and that it will forward the  
44 following notice to such proposed subcontractors (except where the proposed subcontractors

1 have submitted identical certifications for specific time periods):  
2  
3

4 31. NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR  
5 CERTIFICATIONS OF NONSEGREGATED FACILITIES

6 A Certification of Nonsegregated Facilities must be submitted prior to the award of a  
7 subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal  
8 Employment Opportunity clause. The certification may be submitted either for each subcontract  
9 or for all subcontracts during a period (i.e., quarterly, semiannually, or annually). Note: The  
10 penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.  
11

12 32. RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION

13 When acquiring land or an interest in land and relocating persons or personal property in  
14 connection with the construction, operation, and maintenance of project facilities, the  
15 Association shall comply with the provisions of the Uniform Relocation Assistance and Real  
16 Property Acquisition Policies Act of 1970 (84 Stat. 1894) and Department of Transportation  
17 regulations (49 CFR Part 24).  
18

19 33. PEST MANAGEMENT

20 The Association shall take appropriate steps to prevent the introduction and spread of, and to  
21 otherwise control undesirable plants and animals, as defined by the Contracting Officer, on  
22 Federal project lands, project waters, and project works for which the Association has operation  
23 and maintenance responsibility. The Contractor is responsible for inspecting its vehicles and  
24 equipment for reproductive and vegetative parts, foreign soil, mud or other debris that may cause the  
25 spread of weeds, invasive species and other pests, and for removing such materials before moving its  
26 vehicles and equipment onto any Federal land or out of any area on Federal project land where work  
27 is performed. Where decontamination is required prior to entering Federal project land, it shall be  
28 performed at the point of prior use, or at an approved offsite facility able to process generated  
29 cleaning wastes. Upon the completion of work, decontamination shall be performed within the work  
30 area before the vehicles and equipment are removed from Federal project lands. . Programs for the  
31 control of these undesirable plants and animals on Federal project lands, project waters, and  
32 project works for which the Association has operation and maintenance responsibility will  
33 incorporate Integrated Pest Management (IPM) concepts and practices. IPM refers to a  
34 systematic and environmentally compatible program to maintain pest populations within  
35 economically and environmentally tolerable levels. In implementing an IPM program, the  
36 Association will adhere to applicable Federal and State laws and regulations and Department of  
37 the Interior and Bureau of Reclamation policies, directives, guidelines, and manuals.  
38

39 34. MEDIUM FOR TRANSMITTING PAYMENTS

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



1 specified by the United States.

2 (b) Upon execution of the contract, the Association shall furnish the Contracting Officer  
3 with the Association's taxpayer's identification number (TIN). The purpose for requiring the  
4 Association's TIN is for collecting and reporting any delinquent amounts arising out of the  
5 Association's relationship with the United States.  
6

7 35. CONTRACT DRAFTING CONSIDERATIONS

8 Articles 1 through 33 of this Contract have been drafted, negotiated, and reviewed by the  
9 parties hereto, each of whom is sophisticated in the matters to which this Contract pertains, and  
10 no one party shall be considered to have drafted the stated articles.  
11

12  
13 IN WITNESS WHEREOF, the parties hereto have signed their names this day and year  
14 first written above.  
15

16  
17 Approved:

UNITED STATES OF AMERICA  
DEPARTMENT OF THE INTERIOR

18  
19  
20 \_\_\_\_\_  
21 Solicitor's Office

By: \_\_\_\_\_  
Regional Director  
Upper Colorado Region  
Bureau of Reclamation

22  
23  
24  
25 Attest:

ASSOCIATION

26  
27  
28 By: \_\_\_\_\_

By: \_\_\_\_\_  
29  
30