

# Reclamation Manual

## Directives and Standards

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### CONSTRUCTION, OPERATION, AND MAINTENANCE OF CONTRACTOR'S POWER SYSTEM

**Alternative (1)** (For use in contracts except contracts with Rural Utilities Service (RUS) Projects.)

The Contractor shall construct, operate, and maintain its power system in a manner that will not interfere with the operations of the system from which electric service is supplied to the Contractor hereunder, and which will coordinate with the protective relaying and other protective arrangements on said system. The United States may discontinue furnishing electric service to the Contractor if, after reasonable notice by the contracting officer of an unsatisfactory condition on the Contractor's power system which interferes or may interfere with any service supplied from the power system of the United States<sup>1</sup>, the Contractor fails or refuses to make such changes as may be necessary to eliminate such unsatisfactory condition. Such a discontinuance of electric service will not relieve the Contractor of liability for the minimum charge provided for herein during the time said electric service is so discontinued. Nothing in this article contained shall be construed to render the United States liable for any claims, demands, costs, losses, causes of action, damages, or liability of whatsoever kind or nature, arising out of or resulting from the construction, operation, or maintenance of the Contractor's power system.

**Alternative (2)** (For use in contracts with RUS projects only.)

The Contractor shall construct and maintain its distribution lines and other system facilities in accordance with Rural Utilities Service requirements but not less than specifications at least equal to the National Electric Safety Code of the Institute of Electrical and Electronics Engineers (IEEE), and shall install, maintain, and operate such proper service protective equipment and other facilities as will coordinate with the protective relaying and other protective arrangements on the system from which electric service is delivered to the Contractor. The United States may discontinue furnishing electric service to the Contractor if, after reasonable notice of nonconformity with said specifications or of unsafe or unsatisfactory conditions, the Contractor fails or refuses to make such changes as may be required by the United States. Such a discontinuance of electric service will not relieve the Contractor of liability for the minimum charge provided for herein during the time said electric service is so discontinued. Nothing in this article contained shall be construed to render the United States liable for any claims, demands, costs, losses, causes of action, damages, or liability of whatsoever kind of nature, arising out of or resulting from the construction, operation, or maintenance of the Contractor's power system.

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<sup>1</sup>Insert, where applicable, the following: "or from the power system of its transmission agent."

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### FACILITIES TO BE PROVIDED BY THE CONTRACTOR

\_\_\_\_. The Contractor, for the purposes hereof will construct, operate, and maintain the following facilities, which shall be and remain the property of the Contractor:

\_\_\_\_\_  
\_\_\_\_\_

### FACILITIES TO BE PROVIDED BY THE UNITED STATES

\_\_\_\_. The United States, for the purposes hereof, will construct, operate, and maintain the following facilities, which shall be and remain the property of the United States.

\_\_\_\_\_  
\_\_\_\_\_ <sup>1,2</sup>

Terminal facilities for one such circuit shall be furnished as part of the project without charge. The Contractor shall compensate the United States for furnishing additional terminal facilities at the rate of \_\_\_\_\_ dollars (\$\_\_\_\_\_) per month.

### LIABILITY

\_\_\_\_. The Contractor, its officers, agents and employees, or any of them, shall not be liable for any claim for injuries or damages arising from the construction, operation, and maintenance of the facilities of the United States under this contract, unless such claim shall arise out of or result from their negligent act or acts. The United States, its officers, agents, and employees, shall not be liable for any claims, demands, costs, losses, causes of action, damages, or liability of whatsoever kind or nature, arising out of or resulting from the construction, operation, and maintenance of the facilities of the Contractor under this contract.

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<sup>1</sup>Whenever a charge is to be made for special facilities by the United States, change the title to read "Charge for Special Facilities to be Provided by the United States" and, after describing the facilities, add appropriate language similar to the following: "The Contractor shall pay \_\_\_\_\_ dollars (\$\_\_\_\_\_) per month for use of \_\_\_\_\_."

<sup>2</sup> For special situations such as the provision of additional circuits, the following should be used: A Circuit breakers, disconnecting switches and other equipment constituting the terminal facilities for \_\_\_\_\_ separate \_\_\_\_\_ voltage circuits for use in serving the Contractor at the point of delivery specified herein.

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Note: The following three optional articles are applicable where scheduling of power is involved and should be used when appropriate.

#### POWER AND ENERGY DELIVERIES

(For use as appropriate in contracts for sale of power where scheduling is required.)

\_\_\_\_. All deliveries of power and energy by either party<sup>1</sup> hereto to the other shall be scheduled in advance, emergencies excepted, in accordance with procedures agreed upon in advance between the Contractor and the contracting officer. The procedures shall provide for the adaptation of such schedules to the needs of day-to-day operation. <sup>2</sup>Said procedures shall also specify the conditions under which inadvertent deliveries, which are greater or less than scheduled deliveries, shall be corrected.

#### ACCOUNTING FOR POWER AND ENERGY DELIVERIES

(For use in conjunction with optional article on Power and Energy deliveries.)

\_\_\_\_. The accounting for the power and energy delivered hereunder shall be based on amounts scheduled in advance in accordance with Article \_\_\_\_\_<sup>3</sup>; and the representatives of the parties hereto shall establish procedures for making adjustments for departures of actual deliveries from such advance schedules.

#### OTHER RULES AND REGULATIONS

(For use with optional article on Power and Energy deliveries)

\_\_\_\_. The contracting officer and the Contractor shall mutually agree upon and put into effect from time to time, such other rules and regulations as may be required in order to establish the methods of operation to be followed in the performance of this contract.

#### CONTRACTS INVOLVING TRANSMISSION

Contracts for electric service, where transmission is involved, shall conform as nearly as practicable to the phraseology of approved contract articles for wholesale firm power service, modified as set out in the following articles.

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<sup>1</sup>May be made unilateral as appropriate.

<sup>2</sup>Provision may be added to recognize the right of the Contractor to vary receipt of electric power and energy between points of interconnection so long as service to loads of the United States is not jeopardized thereby.

<sup>3</sup>Insert number of article on Power and Energy Deliveries.

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### ELECTRIC SERVICES TO BE FURNISHED

(a) (Use the following section)

\_\_\_\_. (a) The United States, under the terms and conditions stipulated herein, will furnish electric services to the Contractor, from and after the date of initial service as hereinafter defined, at the point at which the \_\_\_\_\_ volt circuit of the \_\_\_\_\_ is attached to the \_\_\_\_\_ of the \_\_\_\_\_ at or near \_\_\_\_\_. Said electric service will be furnished over facilities of \_\_\_\_\_ under the terms and conditions provided in Contract No. \_\_\_\_\_ between the United States and \_\_\_\_\_ (copies of which are on file in the \_\_\_\_\_, office of the Bureau of Reclamation at \_\_\_\_\_) or under said contract, as it may be amended or extended from time to time, or under the terms and conditions of any contract that may supersede or succeed said contract.

\_\_\_\_. (b) Use the appropriate alternative section (b) but, footnote 4 thereof is not applicable when wheeling is involved.

### SCHEDULE OF RATES

([Use the appropriate alternative Schedule of Rates section.]

(b) (Use the following section)

\_\_\_\_. In addition to the charges payable under the rate schedule provided herein or as amended from time to time, when the United States utilizes transmission facilities other than its own in providing service under this contract, and costs are incurred by the United States for the use of such facilities, the Contractor:

- (1) shall pay that portion of such costs, including transmission losses, which are in excess of \_\_\_\_\_ transmission charge and \_\_\_\_\_ percent transmission losses incurred in the delivery of:
  - (i) all power up to the number of kilowatts on which the demand or capacity charge applies; and
  - (ii) all energy up to the amount equal to the number of kilowatts on which the demand or capacity charge applies multiplied by the number of hours in the billing period times the Contractor's system load factor for the billing period; and
- (2) shall pay all such costs, including transmission energy losses, incurred in the delivery of all energy (including secondary and surplus energy) in excess of the amount stated in subsection (b)(1)(ii) of this article.

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The transmission losses chargeable to the Contractor shall, for billing purposes, be added to the meter readings of the power and energy delivered to the Contractor. If increases in the rate of charge for transmission service and for transmission losses, either or both, are made during the term of this contract, or the United States notifies the Contractor that an increase will be made, the Contractor at any time not later than one hundred eighty (180) days after the effective date of any such increase may terminate this contract by written notice to the United States, said termination to be effective as of such subsequent date as the Contractor and Contracting Officer shall mutually agree upon.