



IN REPLY REFER TO:

# United States Department of the Interior

BUREAU OF RECLAMATION  
Ephrata Field Office  
32 C Street NW  
Ephrata, WA 98823-0815



EPH-2011  
2.2.4.23

Mr. Shane Korpela, Manager  
Rotschy, Inc  
7408 Northeast 113th Circle  
Vancouver, Washington 98662

**FEB 12 2024**

Subject: Municipal and Industrial (M&I) Water Service Contract for Richard Underwood, and Rotschy, Inc, South Columbia Basin Irrigation District (District), Columbia Basin Project, Washington

Dear Mr. Korpela:

Enclosed for your records is Contract No. 24XX160113 that provides for up to 102 acre-feet of water to be delivered from the PPL1 lateral for lawn and landscape maintenance to serve the Rivercrest Estates Subdivision.

Your water service contract consists of two annual payment components: payment to the Bureau of Reclamation for construction charges and payment to the District for water delivery. Reclamation will send a bill for collections, so you can start using water in the 2024 irrigation season. Questions regarding the Districts bill should be addressed to Kristal Ornelas at 509-547-1735 or [kornelas@scbid.org](mailto:kornelas@scbid.org). As a reminder, advance payment of both these charges is a condition precedent to receiving water.

For additional information or assistance, please contact Mrs. Amy Rodman, Irrigation District Liaison, at (509) 754-0238 or [arodman@usbr.gov](mailto:arodman@usbr.gov). If you are deaf, hard of hearing, or have a speech disability, please dial 7-1-1 to access telecommunications relay services.

Sincerely,

**CLYDE LAY** Digitally signed by CLYDE LAY  
Date: 2024.02.06 08:35:06 -08'00'

Clyde Lay  
Deputy Field Office Manager

Enclosure

cc: South Columbia Basin Irrigation District  
P.O. Box 1006  
Pasco, Washington 99301

INTERIOR REGION 9 • COLUMBIA-PACIFIC NORTHWEST

IDAHO, MONTANA\*, OREGON\*, WASHINGTON

\* PARTIAL

UNITED STATES  
 DEPARTMENT OF THE INTERIOR  
 BUREAU OF RECLAMATION

Columbia Basin Project, Washington  
MUNICIPAL AND INDUSTRIAL WATER SERVICE CONTRACT

Contents

<u>Article No.</u>	<u>Title</u>	<u>Page No.</u>
1	Preamble .....	1
2-7	Explanatory Recitals .....	1-2
8	Definitions.....	2-3
9	Term of Contract.....	3
10	Availability of Water .....	3-4
11	Payments for Water.....	4-5
12	Contract Administration Fees .....	5
13	Measurement and Responsibility for Distribution.....	5-8
14	Title to Project Works.....	8
15	Termination of Contract .....	8-9
16	Environmental Resources and Contract Compliance Reviews.....	9
17	Standard Provisions .....	10
	Signatures.....	11
	Acknowledgments .....	12
	Exhibit A	
	Exhibit B	

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

COLUMBIA BASIN PROJECT, WASHINGTON

MUNICIPAL AND INDUSTRIAL WATER SERVICE CONTRACT

BETWEEN THE UNITED STATES  
AND  
ROTSCHY, INC

THIS CONTRACT, made this 2<sup>nd</sup> day of February, 2024,

pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, and particularly Section 9(c)(1)(B) of the Reclamation Project Act of 1939 (53 Stat. 1187) as amended, collectively known as the Federal Reclamation laws, between THE UNITED STATES OF AMERICA, referred to as the United States, represented by the officer executing this contract, referred to as the Contracting Officer, and ROTSCHY, INC, referred to as the Contractor;

WITNESSETH THAT;

EXPLANATORY RECITALS

2. WHEREAS, the United States, acting through the Bureau of Reclamation, constructed the Columbia Basin Project, Washington (the "Project"), and has water rights thereon, including those for municipal, industrial, and miscellaneous purposes ("M&I water"); and

3. WHEREAS, the South Columbia Basin Irrigation District, ("the District"), has entered into a repayment contract with the United States (Contract No. 14-06-100-6420) dated December 18, 1968), relating to the construction of the Project and the assumption of care, operation, and maintenance of certain Project works by the District, which includes the PPL1 lateral; and

4. WHEREAS, the Contractor desires to enter into a contract with the United States for use of M&I water to be conveyed and delivered from the PPL1 lateral for lawn and landscape maintenance to serve the Rivercrest Estates Subdivision; and

5. WHEREAS, the United States has determined that it is in the best interest of the Project that M&I water be made available for the proposed use on an interruptible basis for the period covered by this contract; and

6. WHEREAS, use of the M&I water by the Contractor, in the manner and upon the terms and conditions provided in this contract, is in the public interest and will not impair the efficiency of the Project for irrigation and other authorized purposes or the rights of the District; and

7. WHEREAS, Categorical Exclusion Checklist CPN-EFO-CE-2023-093, was issued on July 27, 2023; and

NOW, THEREFORE, in consideration of the mutual and dependent covenants herein stated, it is agreed as follows:

DEFINITIONS

8. The following terms, as used in this contract, shall have the following respective meanings:

“Irrigation” shall mean the use of contract water to irrigate land primarily for the production of commercial agricultural crops or livestock, and domestic and other uses that are incidental thereto.

“Municipal and Industrial” or “M&I” shall mean the use of contract water for municipal, industrial, and miscellaneous other purposes not falling under the definition of “irrigation” use above or within another category of water use under an applicable Federal authority.

TERM OF CONTRACT

9. (a) This contract shall become effective as of the date first above written and will have a term of not to exceed 10 years; Provided; that this contract will automatically renew for a period of not to exceed 10 years at the end of 10, 20, and 30 years from the date first above written unless sooner terminated in accordance with Article 15, Provided however; that this contract does not qualify as a long-term contract under the Act of June 21, 1963 (77 Stat. 68) and in no event shall this contract be in effect beyond 40 years through automatic renewals. This contract will not automatically renew if notice of non-renewal was provided in accordance with Article 15(c).

(b) It is understood and agreed that the furnishing of water herein provided shall not be considered as binding the Contracting Officer or the District to furnish water to said Contractor after the end of said contract period, neither shall this contract under any circumstances become the basis of a beneficial interest in the water delivered nor a legal right to it. The Contractor and the District, for themselves, their successors, and assigns, and all persons claiming under or through them, hereby expressly consent that at the expiration of this contract, the use of water provided herein shall terminate and revert to the United States as fully as if this contract had never been made, and no water had ever been furnished.

AVAILABILITY OF WATER

10. (a) Subject to the conditions, exceptions, and reservations set forth herein and the availability of M&I water in quantities sufficient to fulfill the requirements of this contract without impairing the efficiency of the Project for irrigation, and without creating a temperature impairment for the delivery of Project water for irrigation, or for any other authorized purposes, the United States hereby authorizes the Contractor to use up to 102 acre-feet of M&I water to be conveyed and delivered from the PPL1 lateral within Section 12, Township 10 North, Range 28

East during the irrigation season, as provided in this contract for lawn and landscape maintenance. The point of diversion and contract area is shown in Exhibit B. Any request to the District by the Contractor for the furnishing of water from the aforementioned facility shall be made in writing and received at least 30 days in advance of the requested date of delivery by the District, to allow for consideration by the District.

(b) Contracted water quantities may be reduced at the Contracting Officer's discretion based on the Contractor's peak water use prior to any irrigation season, but in no event after payment has been accepted by the District or the United States pursuant to Section 11 below.

#### PAYMENTS FOR WATER

11. (a) Payment to the United States and the District in advance of any delivery of water is a condition precedent to delivery of the water.

(b) The Contractor shall pay the District in advance of delivery of water under this contract each year a conveyance and delivery charge to be determined by the District. No part of the payment will be refunded in the event the Contractor does not utilize its allocated quantity of water due to no fault of Contracting Officer or the District.

(c) (1) The Contractor shall pay the United States the sum of \$4,896.00, upon execution of this contract, and a like payment annually afterwards on or before March 1 of each succeeding year during the term of this contract, which shall entitle the Contractor to receive up to 102 acre-feet of M&I water. No part of the payment will be refunded in the event Contractor does not utilize its allocated quantity of water due to no fault of Contracting Officer or the District.

(2) If Contracted water quantities are reduced pursuant to Article 10(b) the payment required in Article 11 (c)(1) will be reduced in proportion to the reduction in water

quantity.

(3) The annual payment set forth in Article 11(c)(1) of this contract is based on an initial rate of \$48.00 per acre-foot. From time to time, the rate per acre-foot and the annual payment due the United States under Article 11(c)(1) of this contract shall be reviewed by the Contracting Officer and revised if necessary by the United States. Such review shall be in accordance with Federal Reclamation laws and the then current municipal, industrial, and miscellaneous purposes rate policy applicable to the Columbia Basin Project.

CONTRACT ADMINISTRATION FEES

12. In all future contract actions, if any, including new contracts, contract amendments, or supplements, the Contractor shall be subject to administrative fees assessed by the United States.

MEASUREMENT AND RESPONSIBILITY FOR DISTRIBUTION

13. (a) The water furnished to the Contractors shall be diverted and measured by the Contractor at a location approved by the Contracting Officer and District. The Contractor shall, at its own cost and expense, furnish and maintain any pumps, pipelines, or other facilities necessary to divert, convey, and cool the water made available under this contract or otherwise, and shall, at its expense, provide the necessary power.

The Contractor shall obtain from the District, upon approval by the United States, a permit for any installation, facilities, and equipment on Project rights-of-way, based on plans approved in advance by the District and the United States and subject to the District's and the United States' inspection and approval, and shall pay the United States and the District its reasonable charge for engineering and inspection work in connection therewith. Permits will not be issued for facilities which will provide for water diversions at excessive flow rates. Title to the headgate and other permanent water diversion facilities constructed in PPL1 lateral right-of-

way shall vest in the United States as part of the transferred works of the District.

The Contractor agrees, at its expense, to furnish, install, and maintain a meter or such other measuring device or procedure as may be approved by the Contracting Officer and the District. The Contractor shall prepare and furnish certified monthly water use reports and related data as may be required by the Contracting Officer and the District. The Contracting Officer and the District, or their authorized representatives, shall at all times have access to the measuring equipment or procedures for inspection purposes. Any deficiencies found therein by the Contracting Officer or the District shall be corrected promptly by and at the expense of the Contractor. If for any reason the device or procedure fails, in the opinion of the Contracting Officer or the District, to operate satisfactorily, the Contracting Officer and the District shall, from the best information available, estimate the quantity of water diverted under this contract, which estimate shall be accepted by the Contractor as the quantity of water for which payment shall be made.

If the facilities constructed and installed by the Contractor interfere with subsequent construction, reconstruction, modification, and operation and maintenance of Project facilities, any additional cost caused by such interference shall be borne by the Contractor. The Contractor hereby agrees that in any settlement in connection with acquisition or utilization of rights-of-way needed for later construction, reconstruction, modification, and operation and maintenance of Project facilities across land covered by this contract, no enhancement in land value will be allowed as a result of this contract, including the value of improvements made thereon.

(b) The United States and the District shall not be responsible for the carriage, handling, distribution, use, disposal, or control of water taken by the Contractor under this contract, including any waste, contamination, or pollution or violation of a Total Maximum

Daily Load under the Clean Water Act resulting from the Contractor's use of such water, and the Contractor shall hold the United States and the District harmless on account of damage or claim of damage of any nature whatsoever, including property damage, personal injury, or death arising out of or connected with the carriage, handling, distribution, use, disposal, or control of water taken by the Contractor under this contract, including any waste, contamination, or pollution resulting from the Contractor's use of such water or any liabilities from water the Contractor has failed to suitably treat before use. The Contractor also releases the United States and the District, their officers and employees from all damage which may result from the construction, reconstruction, modification, use, operation, and maintenance of the Project in connection with the Contractor's activities under this contract, including damage to improvements which may occur as the result of seepage, flood, or erosion from irrigation works constructed by the United States or the District.

(c) The Contractor agrees to use all practicable methods to ensure the economical and beneficial use of water. Water made available under this contract shall not be permitted to collect or run upon land not owned by the Contractor without proper authorization from the appropriate federal and state agencies and any affected landowners. The Contractor shall take appropriate action to avoid conditions hazardous to public health and safety, and to protect adjacent land from undesirable side effects.

(d) Water provided under this contract may not be available to the Contractor during peak periods of use for irrigation of Project lands. The District will make the determination of availability of water with respect to the physical constraints of the delivery system and will control delivery.

(e) The United States does not abandon or relinquish any waste, seepage or return flow water resulting from activities under this contract, and all such water is reserved to

the United States as set forth in its repayment contract with the District.

(f) Diversion and use of water under this contract shall be without expense to or obligation of the United States or the District, regardless of fluctuation, for whatever reason.

(g) The Contractor's use of water under this contract is interruptible and subordinate to the use of Project water for the irrigation of Project lands.

#### TITLE TO PROJECT WORKS

14. Title to all of the Columbia Basin Project, lands, and associated works shall be and remain in the United States until otherwise provided for by the Congress.

#### TERMINATION OF CONTRACT

15. (a) This contract shall be terminated at the option of the United States at any time (1) if the Contractor is delinquent in payments required under this contract for a period of ninety (90) days, or (2) upon failure of the Contractor to comply with other provisions herein or to abide by any lawful notice, statute, order, rule, regulation, or applicable law of the State of Washington or the United States, now or hereafter established affecting water service under this contract.

(b) Water service under this contract may cease, in whole or in part, if the contract water source becomes unavailable as required by, or due to the application of, federal law, including but not limited to, the Endangered Species Act.

(c) Two (2) years or more before the expiration of this contract at the end of 10 years, 20 years, 30 years, or 40 years from the date of this contract, the United States may send a notice of non-renewal to the Contractor in writing. If the United States send any such notice of non-renewal, then this contract will not automatically renew as provided for in Article 9 (a) of this contract.

(d) The Contractor shall have the right to terminate this contract in the event it

has no further need of the water service provided herein. Notice of the intent by the Contractor to terminate this contract shall be in writing to the Contracting Officer and the District prior to November 1, of the year preceding the year in which the termination is to occur.

(e) Termination of this contract for any cause shall not relieve the Contractor of any obligation incurred by way of this contract prior to termination.

(f) Upon termination of this contract for any cause, the Contractor shall, within thirty (30) days, remove its facilities from Project right-of-way except facilities to which title has vested in the United States, and restore the premises to a safe and sightly condition satisfactory to the Contracting Officer and the District. In event of the Contractor's failure to implement such removal, the Contracting Officer or the District may remove the facilities and complete the restoration at the expense of the Contractor. The Contractor will promptly pay to the United States or the District, whichever restored the premises, any expenses incurred from such removal and restoration.

#### ENVIRONMENTAL RESOURCES AND CONTRACT COMPLIANCE REVIEWS

16. (a) In the interest of conservation and protection of environmental resources, from time to time, this contract shall be reviewed by the Contracting Officer, in cooperation with the District. The terms and conditions of this contract may be modified, if deemed necessary by the Contracting Officer, to avoid or minimize impacts to candidate, listed, or proposed threatened and endangered species, or other valuable natural resources. Any modification by the Contracting Officer shall be announced by written notice to the Contractor.

(b) The Contractor acknowledges the Bureau of Reclamation's authority to conduct periodic contract compliance reviews in accordance with Reclamation Manual Policy, *Water-Related Contract and Charges – General Principles and Requirements* (PEC P05), and Reclamation Manual Directive and Standards, *Contract Compliance Reviews* (PEC 05-08).

STANDARD PROVISIONS

17. The Standard Provisions applicable to this contract are listed below. The full text of these articles is attached as Exhibit A and is hereby made a part of this contract.

- a. NOTICES
- b. CHARGES FOR DELINQUENT PAYMENTS
- c. GENERAL OBLIGATION BENEFITS CONDITIONED UPON PAYMENT
- d. CONFIRMATION OF CONTRACT
- e. CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS
- f. OFFICIALS NOT TO BENEFIT
- g. CHANGES IN CONTRACTOR'S ORGANIZATION
- h. ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED
- i. BOOKS, RECORDS AND REPORTS
- j. RULES, REGULATIONS, AND DETERMINATIONS
- k. PROTECTION OF WATER AND AIR QUALITY
- l. COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS
- m. MEDIUM FOR TRANSMITTING PAYMENTS
- n. CONTRACT DRAFTING CONSIDERATIONS
- o. CONSTRAINTS ON THE AVAILABILITY OF WATER

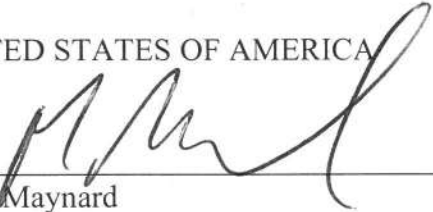
IN WITNESS WHEREOF, the parties hereto have signed their names and the day and year first above written.

ROTSCHY, INC

By:  \_\_\_\_\_

Title: Manager  
7408 NE 113<sup>th</sup> Circle  
Vancouver, WA 98662

UNITED STATES OF AMERICA

By:  \_\_\_\_\_

Marc Maynard  
Ephrata Field Office Manager  
Bureau of Reclamation  
32 C St. NW  
Ephrata, WA 98823

STATE OF WASHINGTON )  
 )  
County of FRANKLIN )

This record was acknowledged before me on this January day of 2024  
by SIWANE KORPELA as the designated and authorized official of the  
CONTRACTOR.



P Harpster  
Notary Public

My commission expires: 05/01/2026

STATE OF Washington )  
 )  
County of Grant )

This record was acknowledged before me on this 2<sup>nd</sup> day of February, 2024  
by Marc Maynard as the designated and authorized official of the  
UNITED STATES OF AMERICA.



Aaron W Ireland  
Notary Public

My commission expires: 2-2-27

STANDARD PROVISIONS – COLUMBIA BASIN PROJECT

The Contractor, as referred to in the following Standard Provisions, shall be Rotschy, Inc.;

NOTICES

(a) Any notice, demand, or request authorized or required by this contract shall be deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or delivered to the Ephrata Field Office Manager, Columbia Basin Project, 32 C Street N.W., Ephrata, Washington 98823, and on behalf of the United States, when mailed, postage prepaid, or delivered to Rotschy Inc, 7408 NE 113<sup>th</sup> Circle, Vancouver, WA 98662. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this article for other notices.

CHARGES FOR DELINQUENT PAYMENTS

(b) (1) The Contractor shall be subject to interest, administrative, and penalty charges on delinquent payments. If a payment is not received by the due date, the Contractor shall pay an interest charge on the delinquent payment for each day the payment is delinquent beyond the due date. If a payment becomes 60 days delinquent, the Contractor shall pay, in addition to the interest charge, an administrative charge to cover additional costs of billing and processing the delinquent payment. If a payment is delinquent 90 days or more, the Contractor shall pay, in addition to the interest and administrative charges, a penalty charge for each day the payment is delinquent beyond the due date, based on the remaining balance of the payment due at the rate of 6 percent per year. The Contractor shall also pay any fees incurred for debt collection services associated with a delinquent payment.

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

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

GENERAL OBLIGATION—BENEFITS CONDITIONED UPON PAYMENT

(c) The payment of charges becoming due pursuant to this contract is a condition precedent to receiving benefits under this contract. The United States shall not make water available to the Contractor through Project facilities during any period in which the Contractor is in arrears in the advance payment of water rates or any operation and maintenance charges due the United States.

CONFIRMATION OF CONTRACT

(d) Promptly after the execution of this contract, the Contractor will provide evidence to the Contracting officer that, pursuant to the laws of the State of Washington, the Contractor is a legally constituted entity and the contract is lawful, valid, and binding on the Contractor. This contract will not be binding on the United States until the Contractor provides evidence to the Contracting Officer's satisfaction. In addition to other forms of evidence to meet the requirements of this Article, the Contractor may provide or the Contracting Officer may require a certified copy of a final decree of a court of competent jurisdiction in the State of Washington, confirming the proceedings on the part of the Contractor for the authorization of the execution of this contract.

CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

(e) The expenditure or advance of any money or the performance of any obligation of the United States under this contract shall be contingent upon appropriation or allotment of funds. Absence of appropriation or allotment of funds shall not relieve the Contractor from any obligations under this contract. No liability shall accrue to the United States in case funds are not appropriated or allotted.

OFFICIALS NOT TO BENEFIT

(f) No Member of or Delegate to the Congress, Resident Commissioner, or official of the Contractor shall benefit from this contract other than as a water user or landowner in the same manner as other water users or landowners.

CHANGES IN CONTRACTOR'S ORGANIZATION

(g) While this contract is in effect, no change may be made in the Contractor's organization which may affect the respective rights, obligations, privileges, and duties of either the United States or the Contractor under this contract including, but not limited to, dissolution, consolidation, or merger, except upon the Contracting Officer's written consent.

ASSIGNMENT LIMITED—SUCCESSORS AND ASSIGNS OBLIGATED

(h) The provisions of this contract shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this contract or any right or interest therein by either party shall be valid until approved in writing by the other party.

BOOKS, RECORDS, AND REPORTS

(i) The Contractor shall establish and maintain accounts and other books and records pertaining to administration of the terms and conditions of this contract, including the Contractor's financial transactions; water supply data; project operation, maintenance, and replacement logs; project land and rights-of-way use agreements; the water users' land-use (crop census), land-ownership, land-leasing, and water-use data; and other matters that the Contracting

Officer may require. Reports shall be furnished to the Contracting Officer in such form and on such date or dates as the Contracting Officer may require. Subject to applicable Federal laws and regulations, each party to this contract shall have the right during office hours to examine and make copies of the other party's books and records relating to matters covered by this contract.

#### RULES, REGULATIONS, AND DETERMINATIONS

(j) (1) The parties agree that the delivery of water or the use of Federal facilities pursuant to this contract is subject to Federal reclamation law, as amended and supplemented, and the rules and regulations promulgated by the Secretary of the Interior under Federal reclamation law.

(2) The Contracting Officer shall have the right to make determinations necessary to administer this contract that are consistent with its provisions, the laws of the United States and the State of Washington, and the rules and regulations promulgated by the Secretary of the Interior. Such determinations shall be made in consultation with the Contractor.

#### PROTECTION OF WATER AND AIR QUALITY

(k) (1) Project facilities used to make available and deliver water to the Contractor shall be operated and maintained in the most practical manner to maintain the quality of the water at the highest level possible as determined by the Contracting Officer: Provided, That the United States and the District do not warrant or guarantee the quality of the water delivered to the Contractor and are under no obligation to furnish or construct water treatment facilities to maintain or improve the quality of water delivered to the Contractor. The Contractor assumes any and all risks associated with use of the M&I water for lawn and landscape maintenance and shall hold the United States and the District harmless against any and all claim of damage of any nature whatsoever related to the quality of water provided hereunder.

(2) The Contractor shall comply with all applicable water and air pollution laws and regulations of the United States and the State of Washington; and shall obtain all required permits or licenses from the appropriate Federal, State, or local authorities necessary for the delivery of water by the Contractor; and shall 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 the Contractor's Project Water Service Area.

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

#### COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

(l) (1) The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub. L. 93-112, Title V, as amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act of 1975 (Pub. L. 94-135, Title III; 42 U.S.C. § 6101, et seq.), Title II of the Americans with Disabilities Act of 1990 (Pub. L. 101-336; 42 U.S.C. § 12131, et seq.), Title III of the Americans with Disabilities Act of 1990

(Pub. L. 101-336; 42 U.S.C. § 12181, et seq.), and any other applicable civil rights laws, and with the applicable implementing regulations and any guidelines imposed by the U.S. Department of the Interior and/or Bureau of Reclamation.

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

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

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

#### MEDIUM FOR TRANSMITTING PAYMENTS

(m) (1) All payments from the Contractor to the United States under this contract shall be by the medium requested by the United States on or before the date payment is due. The required method of payment may include checks, wire transfers, or other types of payment specified by the United States.

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

#### CONTRACT DRAFTING CONSIDERATIONS

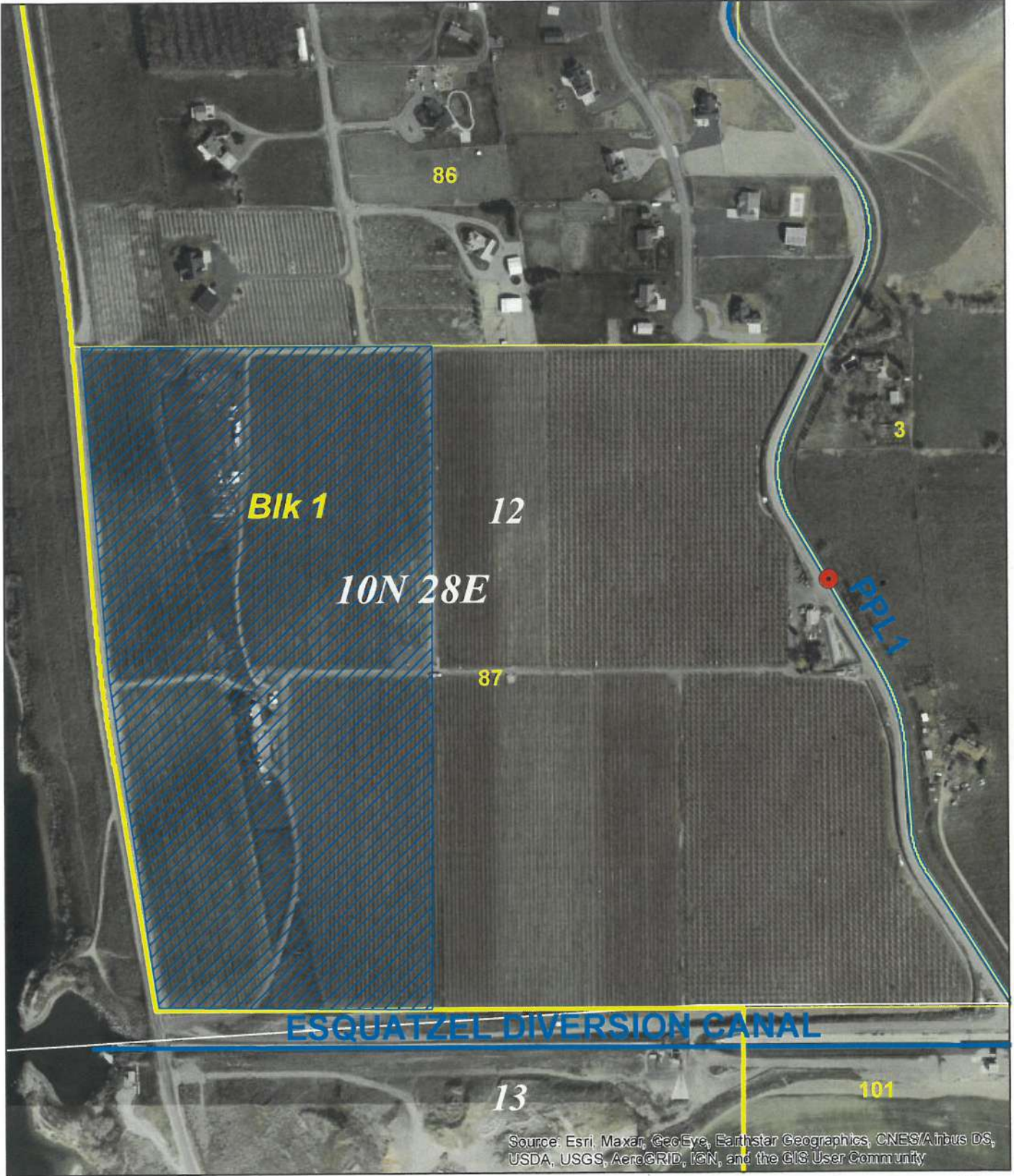
(n) This Contract has been, negotiated and reviewed by the parties hereto, each of whom is sophisticated in the matters to which this Contract pertains. Articles 1 through 16 of this Contract have been drafted, negotiated, and reviewed by the parties, and no one party shall be considered to have drafted the stated articles.

#### CONSTRAINTS ON THE AVAILABILITY OF WATER

(o) (a) In its operation of the Project, the Contracting Officer and District will use all reasonable means to guard against a condition of shortage in the quantity of water to be made available to the Contractor pursuant to this Contract. In the event the Contracting Officer or

District determines that a condition of shortage appears probable, the Contracting Officer or District will notify the Contractor of said determination as soon as practicable.



(b) If there is a condition of shortage because of errors in physical operations of the Project, drought, other physical causes beyond the control of the Contracting Officer or District, or actions taken by the Contracting Officer or District to meet current and future legal obligations, then no liability shall accrue against the United States or District or any of their officers, agents, or employees for any damage, direct or indirect, arising therefrom.



This document is not a legal description of property, and is for general reference only. Neither the authors nor Reclamation warrant or represent that the data is in every respect complete and accurate, and are not held responsible for errors or omissions.

Rotschy, Inc  
 Cont No. 24XX160113  
 Exhibit B



-  Contract Area
-  Point of Diversion