

CONTRACT BETWEEN THE UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR, BUREAU OF RECLAMATION,
THE COACHELLA VALLEY WATER DISTRICT, AND THE IMPERIAL IRRIGATION
DISTRICT FOR THE REPAYMENT OF EXTRAORDINARY MAINTENANCE COSTS
FOR REPLACEMENT OF PILOT KNOB CHECK GATES

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1. PREAMBLE THIS CONTRACT made this ____ day of _____, 2023, hereinafter referred to as “Repayment Contract,” pursuant to the Reclamation Act of June 17, 1902 (32 Stat. 388), and acts amendatory and supplementary thereto, Title IX, Subtitle G, Section 9603 of the Omnibus Public Land Management Act of March 30, 2009 (Pub. L. 111-11, 123 Stat. 1348, 43 U.S.C. § 510b), the Energy and Water Development and Related Agencies Appropriations Act, 2021 (Pub. L. 116-260, Division D, Title II, dated December 27, 2020), and Division D, Title IX, Section 40901 of the Infrastructure Investment and Jobs Act of November 15, 2021 (Pub. L. 117-58, 135 Stat. 1116, 43 U.S.C. § 3201), between THE UNITED STATES OF AMERICA, acting by and through the Bureau of Reclamation, hereinafter referred to as “Reclamation” or the “United States,” the COACHELLA VALLEY WATER DISTRICT, a County Water District created, organized, and existing under and by virtue of the County Water District Law of the State of California and acts amendatory thereof or supplementary thereto, hereinafter referred to as “CVWD,” and the IMPERIAL IRRIGATION DISTRICT, an irrigation district created, organized, and existing under and by virtue of the laws of the State of California and acts amendatory thereof or supplementary thereto, hereinafter referred to as “IID”. The United States, CVWD, and IID are each individually sometimes hereinafter called “Party” and sometimes collectively called “Parties;”

WITNESSETH, That:

2. EXPLANATORY RECITALS

2.1 WHEREAS, for the purposes of controlling floods, improving navigation,

regulating the flow of the Colorado River, and providing for storage and the delivery of stored water for the reclamation of public lands and other beneficial uses exclusively within the United States, the Secretary of the Interior (Secretary), acting under and pursuant to the provisions of the Colorado River Compact and the Boulder Canyon Project Act of 1928, 43 U.S.C. § 617, et seq., has constructed and is now operating and maintaining in the mainstream of the Colorado River at Black Canyon that certain structure known as and designated Hoover Dam and incidental facilities, creating thereby a reservoir designated Lake Mead;

2.2 WHEREAS, as a means to deliver Colorado River water to the Imperial and Coachella Valleys, Imperial Dam and the All-American Canal system, which includes the All-American Canal and its 123-mile-long Coachella Branch (known as the “Coachella Canal”), were authorized and constructed pursuant to the Boulder Canyon Project Act;

2.3 WHEREAS, the United States and IID entered into Contract No. Ilr-747, dated December 1, 1932, entitled, “Contract For Construction Of Diversion Dam, Main Canal And Appurtenant Structures And For The Delivery Of Water,” (1932 Contract) providing for among other things, the construction of Imperial Diversion Dam and Desilting Works, the All-American Canal to the Imperial and Coachella Valleys, the utilization of power possibilities on the All-American Canal, and the assumption of operation and maintenance by IID;

2.4 WHEREAS, on October 15, 1934, the United States and CVWD entered into Contract No. Ilr-781 entitled “Contract for Construction of Capacity in Diversion Dam, Main Canal and Appurtenant Structures and for Delivery of Water;”

2.5 WHEREAS, the United States delivers Colorado River water to Mexico in accordance with the Treaty Between the United States of America and Mexico, Utilization of Waters of the Colorado and Tijuana Rivers and of the Rio Grande, signed on February 3, 1944, 59

Stat. 1219 (Treaty);

2.6 WHEREAS, the Treaty provides for a portion of the waters allotted to Mexico to be diverted at Imperial Dam and delivered to Mexico by means of the All-American Canal and the Pilot Knob Wasteway;

2.7 WHEREAS, responsibility for operation and maintenance of the All-American Canal downstream of Pilot Knob Check and Wasteway was transferred by the United States to IID on February 28, 1947;

2.8 WHEREAS, the United States and IID entered into an amendatory and supplemental contract to the 1932 Contract on March 4, 1952, to transfer from the United States to IID the responsibility for operation and maintenance of, among other things, the All-American Canal headworks and the All-American Canal down to Pilot Knob;

2.9 WHEREAS, the United States and IID entered into Contract No. 3-07-30-W0030, on December 7, 1982 (1982 Contract) to transfer from the United States to IID the responsibility of operation and maintenance of, among other things, Laguna and Imperial Dams;

2.10 WHEREAS, in accordance with Article 5 of the 1982 Contract, on March 21, 1983, the United States, IID, and a majority of the Imperial Dam water users executed "Operating Agreement Among Imperial Irrigation District, Remaining Imperial Dam Water Users, and the Bureau of Reclamation For Imperial Dam Facilities" (Operating Agreement) to specify IID's operations, maintenance, and replacement responsibilities at Imperial Dam Facilities as defined in the Operating Agreement and to provide for billing and payment of operations, maintenance, and replacement costs of Imperial Dam Facilities by Imperial Dam water users and the United States;

2.11 WHEREAS, on April 23, 2012, the United States, IID, and a majority of the Imperial Dam water users executed "Supplemental Operating Agreement Among Imperial

Irrigation District, The Remaining Imperial Dam Water Users, And The Bureau Of Reclamation For Imperial Dam Facilities,” for the establishment of a voluntary replacement account to fund upgrades and replacement of aging components of Imperial Dam Facilities to assist Imperial Dam water users in paying their allocable shares of upgrade and replacement costs;

2.12 WHEREAS, as an Imperial Dam water user, in accordance with Existing Contracts, CVWD is obligated to pay for its allocable share of annual operations, maintenance, and replacement costs and of non-recurring upgrade and replacement costs on the Imperial Dam Facilities and the All-American Canal system;

2.13 WHEREAS, the total cost of the replacement of Pilot Knob check gates is estimated to exceed \$5.5 million; this Repayment Contract only addresses CVWD’s allocable share of Pilot Knob check gate replacement costs;

2.14 WHEREAS, Pilot Knob facilities include check gates, wasteway, and hydropower plant;

2.15 WHEREAS, consistent with Article 11(c) of the Treaty, a portion of Mexico’s annual Colorado River water allotment is delivered at the junction of the Pilot Knob Wasteway and the Alamo Canal and said water returns to the Colorado River to be diverted by Mexico at Morelos Dam near the Northerly International Boundary;

2.16 WHEREAS, Pilot Knob check gates 2, 3, 4, and 5 have significant leakage, resulting in increased volume of Colorado River System losses which become excess flow of Colorado River water to Mexico, and failure of the check gates may jeopardize the ability of the United States to meet Treaty requirements relating to delivery of Mexico’s annual allotment of Colorado River water;

2.17 WHEREAS, replacement of the Pilot Knob check gates will include replacement

of the gates, seals, and embeds, and replacement of a flat wire rope to a steel round cable on the hoists when replacing the gates;

2.18 WHEREAS, Reclamation will advance funds to CVWD for CVWD's allocable share of the replacement of Pilot Knob check gates, and consistent with CVWD's obligations under the Existing Contracts, CVWD will repay to the United States such funds advanced with interest pursuant to the terms of this Repayment Contract;

2.19 WHEREAS, in Section 40901 of Pub. L. 117-58, the United States Congress authorized and appropriated to the Secretary, acting through Reclamation, for the period of fiscal years 2022 through 2026, \$3,200,000,000 for the Aging Infrastructure Account established by Section 9603 of Pub. L. 111-11;

2.20 WHEREAS, Reclamation, in consultation with CVWD and IID, has determined that XM Work is needed on the Pilot Knob check gates, the cost of which is greater than \$100,000 or greater than 10 percent of IID's annual operation and maintenance budget for Pilot Knob facilities, to ensure the continued safe, dependable, and reliable delivery of the authorized project benefits;

2.21 WHEREAS, Pursuant to Section 9603 of Pub. L. 111-11, the Secretary, acting through Reclamation, is authorized to provide funds for Extraordinary Operation and Maintenance ("XM") Work on a project facility that Reclamation determines to be reasonably required to preserve the structural safety of the project facility and negotiate appropriate repayment contracts with project beneficiaries providing for repayment of those XM Work costs, with interest;

2.22 WHEREAS, Reclamation has determined that the XM Project in this Repayment Contract meets the definition of "Extraordinary Operation and Maintenance Work" authorized pursuant to the Omnibus Public Land Management Act (Title IX, Section 9601 of Pub. L. 111-

11);

2.23 WHEREAS, the repayment of XM Project Costs will be structured consistent with Pub. L. 111.11, Section 9603;

2.24 WHEREAS, deferrals are not authorized under the XM authority provided by Pub. L. 117-58 or Pub. L. 111-11; and

2.25 WHEREAS, Reclamation completed its review to ensure that the XM Project in this Repayment Contract is consistent with all applicable Federal, State, and local laws, rules, and regulations, including but not limited to the National Environmental Policy Act of 1969 (Pub. L. 91-190) (NEPA), as amended and supplemented, (42 U.S.C. § 4321, et seq.), the Endangered Species Act (16 U.S.C. § 1531, et seq.), and the National Historic Preservation Act of 1966, as amended (Pub. L. 89-665; 80 Stat.: 915; 16 U.S.C. § 470 et seq.), as required. Reclamation determined the XM Project in this Repayment Contract is categorically excluded from further NEPA review pursuant to 43 CFR § 46.210(f).

NOW THEREFORE, In consideration of the mutual and dependent covenants herein contained, the Parties mutually agree as follows:

3. DEFINITIONS When used in this Repayment Contract, the term:

3.1 “Commencement of XM Work” shall mean expenditures have been made for which Aging Infrastructure Account funding has been awarded for at least one of the following activities:

a. Planning; b. Design; c. Environmental compliance; d. Permitting; or e. Construction.

3.2 “Contracting Officer” means the Secretary of the Interior’s duly authorized representative acting pursuant to this Repayment Contract and applicable Federal Reclamation law or regulation.

3.3 “Exhibit A” is an Example Loan Amortization (Repayment) Schedule Calculation

Worksheet.

3.4 “Exhibit B” is the Interest Accrual and Repayment Schedule for the Project.

3.5 “Exhibit C” is the Standard Form-425 Federal Financial Reporting CVWD must use to meet financial reporting requirements provided in Article 8 herein.

3.6 “Exhibit D” provides the requirements with which IID must comply regarding the Buy America Domestic Procurement Preference pursuant to Pub. L. 117-58.

3.7 “Existing Contracts” means Contract No. Ilr-747, dated December 1, 1932, as supplemented on March 4, 1952, and Contract No. 3-07-30-W0030 dated December 7, 1982, all between the United States and IID; Contract No. Ilr-781, dated October 15, 1934, between the United States and CVWD; and the Operating Agreement dated March 21, 1983, among the United States, IID, and a majority of the Imperial Dam Water Users, as supplemented April 23, 2012.

3.8 “Extraordinary Operation and Maintenance Work” or “XM Work” (consistent with Pub. L. 111-11) shall mean major nonrecurring maintenance to United States-owned or operated facilities, or facility components, that is intended to ensure the continued safe, dependable, and reliable delivery of authorized project benefits, the cost of which is greater than 10 percent of IID’s annual operations, maintenance, and replacement budget for Pilot Knob facilities, or greater than \$100,000.00.

3.9 “Extraordinary Maintenance Project,” or “XM Project,” shall mean replacement of check gates at Pilot Knob.

3.10 “Extraordinary Maintenance Project Costs” or “XM Project Costs” shall be all costs incurred by IID in accordance with the terms of this Repayment Contract directly related to the XM Project. Subject to the provisions of this Repayment Contract, the term shall include, but is not necessarily limited to engineering and design costs, construction costs, and project close out

costs.

3.11 “Fiscal Year” shall mean the period October 1 through September 30 of the following year.

3.12 “Imperial Dam Advisory Board” or “Advisory Board” shall mean such Imperial Dam Advisory Board established pursuant to Contract No. Ilr-747, as supplemented on March 4, 1952, Article 13 Establishment of Imperial Dam Advisory Board provided for the Secretary to make arrangements for the organization of the Imperial Dam Advisory Board composed of representatives of the Imperial Dam Water Users defined in Existing Contracts, and the United States (represented by the Bureau of Reclamation and the United States Section of the International Boundary and Water Commission) to be a means of consultation and cooperation in matters of mutual concern relating to the operations and maintenance of Imperial and Laguna dams, the All-American Canal system, and the Gila Gravity Main Canal.

3.13 “Reimbursable” shall mean requiring repayment to the United States pursuant to applicable legislation. For the purposes of the XM Project, all Reimbursable funds will be provided and recovered pursuant to Title IX, Subtitle G of the Omnibus Public Land Management Act of 2009 (Act of March 30, 2009, Pub. L. 111-11; 43 U.S.C. §510), and under the terms of this Repayment Contract.

3.14 “Repayment Obligation” shall mean the entire sum of funds disbursed by the United States to CVWD, plus accrued interest, all as determined by the Contracting Officer in accordance with this Repayment Contract which CVWD is obligated to repay the United States pursuant to Article 7.

3.15 “Substantial Completion” or “Substantially Complete” shall mean, after consultation with CVWD and IID, the written determination by the Contracting Officer, or the

Contracting Officer's designee, that the XM Work for the specific XM Project is sufficiently complete so that IID can use, operate, or occupy the XM Project works for their intended purpose.

3.16 "Year" shall mean the period January 1 through December 31, both dates inclusive.

4. TERM OF THE REPAYMENT CONTRACT

4.1 This Repayment Contract will become effective on the date of execution by the United States written above in the Preamble and will remain in effect until CVWD has fully repaid its Repayment Obligation to the United States as described in Article 7 herein and as will be Exhibit B herein. Exhibit B will be finalized upon the Contracting Officer's issuance of the written notice of Substantial Completion. Said notice will be provided consistent with Article 20, Notices.

5. PRESERVATION OF EXISTING CONTRACTS

5.1 Except as specifically provided in this Repayment Contract, the Existing Contracts as defined in subarticle 3.7 herein will continue in full force and effect as originally written, executed, and amended.

RECLAMATION AND CVWD RESPONSIBILITIES

6. FUNDS TO BE PROVIDED

6.1 Upon Execution of this Repayment Contract, the United States shall provide CVWD with funds up to \$637,172.00 for the anticipated XM Project Costs of the XM Work on the Pilot Knob check gates pursuant to this Repayment Contract.

6.2 CVWD will use the funds advanced solely to finance CVWD's allocable share of the XM Project and will return all unexpended, unobligated, or unencumbered funds within 45 days after the date on which the Contracting Officer determines and notifies IID and CVWD in writing that the XM Work on the XM Project is Substantially Complete.

CVWD'S RESPONSIBILITIES

7. CVWD'S REPAYMENT OBLIGATION

7.1 CVWD must repay the entire Repayment Obligation.

7.2 In accordance with Section 9603(b)(3) of Pub. L. 111-11, the interest rate used for computing interest on XM Work on the XM Project in progress and interest on the unpaid balance of the Repayment Obligation for the XM Work on the XM Project will be the rate determined by the Secretary of the Treasury that is in effect for the Fiscal Year in which expenditures for the Commencement of XM Work occurs as defined in subarticle 3.1 of this Repayment Contract, on the basis of average market yields on outstanding marketable obligations of the United States with the remaining periods of maturity comparable to the applicable reimbursement period of the XM Project, adjusted to the nearest 1/8 of 1 percent. Interest accrual will commence on each date funds are advanced by the United States to CVWD for XM Work on the XM Project and interest will be computed on an annual basis on the unpaid balance of the reimbursable costs for XM Project as determined by the Contracting Officer.

7.3 Within 90 days following completion of the XM Work on the XM Project, from information on the XM Work on the XM Project reported by IID at the Imperial Dam Advisory Board meetings and review of IID's books, records, and reports relating to the XM Work on the XM Project as necessary, CVWD will provide the Contracting Officer with proof of expenditures and as-built drawings associated with the XM Project to support the use of funds advanced by the Contracting Officer for XM Work on the XM Project pursuant to this Repayment Contract.

7.4 As soon as practicable following the Contracting Officer's written determination that the XM Work on the Project is Substantially Complete, and after consultation with CVWD,

the Contracting Officer will provide CVWD with the final repayment schedule requiring equal annual installments within the term provided in subarticle 7.5 of this Repayment Contract, beginning with the first installment as provided in subarticle 7.6 of this Repayment Contract, which schedule will be incorporated into this Repayment Contract as applicable in Exhibit B which is the interest accrual and repayment schedule for the XM Project, and which may be revised by the Contracting Officer without amendment of this Repayment Contract.

7.5 The Repayment Obligation amounts associated with the XM Work on the XM Project must be repaid within thirty (30) years from the date of the first payment.

7.6 The first Repayment Obligation installment for the XM Work on the XM Project will be due and payable by CVWD on May 1 of the Year following the Year in which the Contracting Officer notifies CVWD and IID in writing that the XM Project is Substantially Complete. Subsequent Repayment Obligation installments are due on May 1 of each Year until CVWD has fully repaid to the United States its Repayment Obligation.

7.7 CVWD may, at any time, prepay all or a portion of the unpaid Repayment Obligation as provided herein without prepayment penalty.

8. REPORTING REQUIREMENTS

8.1 CVWD must provide progress, financial status, and closeout reports to the Deputy Area Manager, Yuma Area Office, with a copy to IID.

8.2 Progress Reports: From Commencement of XM Work on the XM Project through Substantial Completion of XM Project, CVWD shall provide by November 15 of each year, a narrative description of the XM Work performed on the XM Project during the previous Fiscal Year. The narrative shall describe the XM Work on the XM Project accomplished, the percentage of XM Project completed, and CVWD's assessment of the progress of the XM Work on the XM

Project including any problems encountered and corrective actions taken. CVWD shall also provide its assessment of any issues that may impact or pose a future risk to cost, scope, or XM Project schedule. For projects in the construction phase, the report shall include an updated construction schedule generated by the construction subcontractor.

8.3 Financial Reports: From Commencement of XM Work on the XM Project through Substantial Completion of the XM Project, on or before forty-five (45) days after the end of a quarter (January 1 through March 30; April 1 through June 30; July 1 through September 30; and October 1 through December 31), CVWD shall electronically provide quarterly financial reports using Exhibit C Standard Form-425 (Federal Financial Report), including supporting documents sufficient to reconcile the reported information as follows:

8.3.1 Quarterly Revenue & Expenditures (budget, expenditures, balance of funds)

8.3.2 Quarterly Balance Sheet

8.3.3 Quarterly Detailed Trial Balance

8.3.4 Monthly Bank Statements & Reconciliations for the Quarter.

8.4 Closeout Report: Following Substantial Completion of the XM Work for this XM Project, CVWD shall provide a closeout report. At a minimum, the closeout report shall include:

8.4.1 A summary of XM Work on the XM Project accomplished and the extent to which the goals and objectives of the XM Project were accomplished; and

8.4.2 A final accounting of dollar amounts and the purposes for which Federal funds were advanced to CVWD for the XM Project and the dollar amount of any unexpended Federal funds advanced for the XM Project which CVWD will return to Reclamation in accordance with subarticle 6.2 herein.

9. CHARGES FOR DELINQUENT PAYMENTS

9.1 CVWD will be subject to interest, administrative, and penalty charges on delinquent payments. If a payment is not received by the due date, CVWD will pay an interest charge on the delinquent payment for each day the payment is delinquent beyond the due date. If a payment becomes sixty (60) days delinquent, CVWD will 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 ninety (90) days or more, CVWD will 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 six (6) percent per year. CVWD will also pay any fees incurred for debt collection services associated with a delinquent payment.

9.2 The interest rate charged will 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.

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

10. MEDIUM FOR TRANSMITTING PAYMENTS

10.1 All payments from CVWD to the United States under this Repayment 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.

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

11. CHANGES IN CONTRACTOR'S ORGANIZATION

11.1 While this Repayment Contract is in effect, no change may be made in CVWD's organization, by inclusion or exclusion of lands in Improvement District 1 or by any other changes which may affect the respective rights, obligations, privileges, and duties of either the United States or CVWD under this Repayment Contract including, but not limited to, dissolution, consolidation, or merger, except upon the Contracting Officer's written consent.

12. ASSIGNMENT LIMITED—SUCCESSORS AND ASSIGNS OBLIGATED

12.1 The provisions of this Repayment Contract will apply to and bind the successors and assigns of CVWD, but no assignment or transfer of this Repayment Contract or any right or interest therein by any of the Parties will be valid until approved in writing by the other Parties.

IID'S RESPONSIBILITIES:

13. ENVIRONMENTAL CLEARANCE FROM THE UNITED STATES

13.1 Reclamation completed its review to ensure that the XM Project in this Repayment Contract is consistent with all applicable Federal, State, and local laws, rules, and regulations, including but not limited to NEPA, as amended and supplemented, (42 U.S.C. § 4321, et seq.), the Endangered Species Act (16 U.S.C. § 1531, et seq.), and the National Historic Preservation Act of 1966, as amended (Pub. L. 89-665; 80 Stat.: 915; 16 U.S.C. § 470 et seq.), as required. Reclamation determined the XM Project in this Repayment Contract is categorically excluded from further NEPA review pursuant to 43 CFR § 46.210(f).

14. CONTRACTS WITH THIRD PARTIES

14.1 IID shall advertise each construction (as "construction" is defined in the Federal Acquisition Regulations (FAR) at 48 C.F.R. § 2.101), equipment, or supply contract exceeding \$25,000 (twenty-five thousand dollars) for competitive bidding. Any action proposed by IID other than making the award to the lowest responsible bidder shall be subject to the Contracting Officer's approval.

14.2 For all construction contracts exceeding \$100,000 (one hundred thousand dollars), IID shall require construction contractors to furnish performance and payment bonds, each in amounts equal to at least 100 percent of the contract price. For construction contracts exceeding \$30,000 (thirty thousand dollars), but not exceeding \$100,000 (one hundred thousand dollars), the Contracting Officer shall select at least two of the payment protections set forth in the FAR at 48 C.F.R. § 28.102-1(b)(1), and IID shall require the construction contractor to secure one of the selected protections. Supply and equipment contractors may be required to furnish performance

bonds on supply or equipment contracts exceeding \$100,000 (one hundred thousand dollars) when the contract calls for substantial progress payments before delivery of end items

14.3 The United States shall not be a party to or obligated in any manner by contracts entered into between IID and other parties pursuant to this Repayment Contract.

15. PEST MANAGEMENT

15.1 IID is responsible for complying with applicable Federal, State, and local laws, rules, and regulations related to pest management in performing its responsibilities under this Repayment Contract.

15.2 IID is responsible for effectively avoiding the introduction and spread of, and for otherwise controlling, undesirable plants and animals, as defined by the Contracting Officer, on or in Federal project lands, Federal project waters, and Federal project works for which and to the extent that IID has operation and maintenance responsibility. IID is responsible for exercising the level of precaution necessary in meeting this responsibility, including inspecting its vehicles, watercraft, and equipment for reproductive and vegetative parts, foreign soil, mud or other debris that may cause the spread of weeds, invasive species and other pests, and removing such materials before moving its vehicles, watercraft, and equipment onto any Federal land, into any Federal project facility waters, or out of any area on Federal project land where work is performed.

15.3 Where decontamination of IID's vehicles, watercraft, or equipment is required prior to entering Federal project land or waters, the decontamination shall be performed by IID at the point of prior use, or at an approved offsite facility able to process generated cleaning wastes, pursuant to applicable laws, rules, and regulations. Upon the completion of work, IID will perform any required decontamination within the work area before moving the vehicles, watercraft, and equipment from Federal project lands and waters.

15.4 Programs for the control of undesirable plants and animals on Federal project lands, and in Federal project waters and Federal project works for which IID has operation and maintenance responsibility will incorporate Integrated Pest Management (IPM) concepts and practices. IPM refers to a systematic and environmentally compatible program to maintain pest populations within economically and environmentally tolerable levels. In implementing an IPM program, IID will adhere to applicable Federal and State laws and regulations and Department of the Interior and Reclamation policies, directives, guidelines, and manuals, including but not limited to, the Department of the Interior Manual, Part 517 *Integrated Pest Management Policy* and Part 609 *Weed Control Program*, the Plant Protection Act of June 20, 2000 (Pub. L. 106-224), and Executive Order 13112 of February 3, 1999.

16. BUY AMERICA DOMESTIC PROCUREMENT PREFERENCE

16.1 Subject to any waivers the Secretary may authorize, as of May 14, 2022, Sections 70911-70917 of Pub. L. 117-58, known as the Build America, Buy America provisions, institute a domestic procurement preference for financial assistance that may fund an infrastructure project. IID shall comply with the domestic procurement preference of the Build America, Buy America requirements provided in Exhibit D attached herein as they may apply to this Repayment Contract.

STANDARD ARTICLES RELATING TO PARTIES:

17. COMPLIANCE WITH FEDERAL RECLAMATION LAWS AND LAWS OF THE UNITED STATES

17.1 Consistent with Article 29 of Contract No. Ilr-732, dated December 1, 1932, as supplemented, and Article 29 of Contract No. Ilr-781, dated October 15, 1934, Federal Reclamation law governs the construction, operations, and maintenance of the works to be constructed therein. Pursuant to Existing Contracts, the Parties are responsible to comply with Reclamation law, Equal Employment Opportunity, Compliance with Civil Rights Laws and Regulations, Certification of Nonsegregated Facilities, and Clean Air and Water provisions of Reclamation water-related contracts.

18. SEVERABILITY

18.1 In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Repayment Contract; instead, this Repayment Contract will be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein, unless the deletion of such provisions would result in such a material change so as to cause the fundamental benefits afforded the Parties to this Repayment Contract to become unavailable or materially altered.

19. RESOLUTION OF DISPUTES

19.1 All actions by the United States shall be binding unless and until reversed or modified in accordance with the provisions herein.

19.2 Any disputes or disagreements as to interpretation or performance of the provisions of this Repayment Contract shall be presented to and decided by the Contracting Officer. The Contracting Officer shall be deemed to have denied the other Party's contention or claim if it is not acted upon within sixty (60) days of its having been presented. The decision of the Contracting Officer shall be final.

19.3 Upon a decision becoming final, the disputing Party's remedy lies with the appropriate Federal court.

19.4 The Parties may, by mutual consent, agree to use alternative dispute resolution to resolve any disputes or disagreements as the interpretation or performance of the provisions of this Repayment Contract. Each Party shall bear its own costs for alternative dispute resolution participation.

20. NOTICES

20.1 Any notice, demand, or request authorized or required by this Repayment Contract will be deemed to have been given, on behalf of CVWD and IID, when mailed, postage prepaid, or delivered to the Bureau of Reclamation, Area Manager, Yuma Area Office, 7301 Calle Agua Salada, Yuma AZ 85364 and on behalf of the United States, when mailed, postage prepaid, or delivered to the General Manager, Coachella Valley Water District, 75515 Hovley Lane East, Palm Desert, CA 92211 and to the General Manager, Imperial Irrigation District, P.O. Box 927, Imperial, CA 92251-0937. 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.

20.2 Article 20.1 herein will not preclude the effective service of such notices by other mutually agreeable measures.

21. CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

21.1 The expenditure or advance of any money or the performance of any obligation of

the United States under this Repayment Contract will be contingent upon appropriation or allotment of funds. Absence of appropriation or allotment of funds will not relieve CVWD or IID from any obligations under this Repayment Contract. No liability will accrue to the United States in case funds are not appropriated or allotted.

22. OFFICIALS NOT TO BENEFIT

22.1 No Member of or Delegate to the Congress, Resident Commissioner, or official of CVWD or IID shall benefit from this Repayment Contract other than as a water user or landowner in the same manner as other water users or landowners.

23. THIRD PARTY BENEFICIARIES

23.1 This Repayment Contract is for the benefit of the Parties and does not inure to the benefit of any third party.

24. CONTRACT DRAFTING CONSIDERATIONS

24.1 This Repayment Contract has been negotiated and reviewed by the Parties hereto, each of whom is sophisticated in the matters to which this Repayment Contract pertains. Articles 1 through 26 of this Repayment Contract have been drafted, negotiated, and reviewed by the Parties, and no one Party will be considered to have drafted the stated articles.

25. COUNTERPARTS

25.1 This Repayment Contract may be executed in counterparts, each of which shall be an original and all of which, together, shall constitute only one Repayment Contract.

26. EXHIBITS MADE PART OF REPAYMENT CONTRACT

26.1 The Exhibits are attached hereto and made a part hereof, and each shall be in full force and effect in accordance with its respective provisions until superseded by a subsequent exhibit duly executed by the Parties in writing.

Signatures next page.

IN WITNESS WHEREOF, the Parties hereto have executed this Repayment Contract as of the day and year first above written.

THE UNITED STATES OF AMERICA

By: _____
Jacklynn L. Gould, P.E.
Regional Director
Interior Region 8: Lower Colorado Basin
Bureau of Reclamation

Signatures continued next page.

**COACHELLA VALLEY WATER
DISTRICT**

By: _____
General Manager

Attest:

Secretary

IMPERIAL IRRIGATION DISTRICT

By: _____
General Manager

Attest:

Secretary

**EXAMPLE LOAN AMORTIZATION (REPAYMENT) SCHEDULE CALCULATION
WORKSHEET**

1. This Exhibit A, made this _____ day of _____, 2023, to be effective under and as a part of Contract No. 22-XX-30-W0740 (Repayment Contract), hereinafter called “Exhibit A,” shall become effective on the date of the Repayment Contract’s execution and shall remain in effect until superseded by another Exhibit A executed by the Parties; Provided, That this Exhibit A or any superseding Exhibit A shall terminate with termination of the Repayment Contract.
2. Attached is an example worksheet for the amortization of the Repayment Obligation to be repaid to the United States by CVWD under this Repayment Contract.

Exhibit A
Contract No. 22-XX-30-W0740
Coachella Valley Water District

Exhibit #
Contract No. #
Contractor Name

Example Loan Amortization (Repayment) Schedule Calculation Worksheet
Extraordinary Maintenance - Project Name

Loan Amount (Repayment Obligation) =
Funds Disbursed
Plus Interest During Construction
Plus Interest on Investment from Substantial Completion to Date of First Payment, where Partial-Year Interest = Unpaid Balance * i * (Number of Days/Days in Year)

Annual Interest Rate:	i
Loan Period in Years (n):	30
Number of Payments per Year:	1
Date of Disbursement of Funds:	To be determined
Date of First Payment:	To be determined

Formula for Calculation of Periodic Repayment Factor (PR)	
PR = $i / (1 - (1 / ((1 + i)^n)))$, where:	
i = Periodic Interest Rate	
n = Number of Periods	
Scheduled Payment = Loan Amount * PR	

Payment No. (Year)	Beginning Balance	Scheduled Payment	Interest Payment	Principal Payment	Ending Balance
1	= Loan Amount	= Loan Amount * PR	= Beginning Balance * i	= Scheduled Payment - Interest Payment	= Beginning Balance - Principal Payment
2	= Ending Balance Year 1	= Loan Amount * PR	= Beginning Balance * i	= Scheduled Payment - Interest Payment	= Beginning Balance - Principal Payment
3	= Ending Balance Year 2	= Loan Amount * PR	= Beginning Balance * i	= Scheduled Payment - Interest Payment	= Beginning Balance - Principal Payment
4	= Ending Balance Year 3	= Loan Amount * PR	= Beginning Balance * i	= Scheduled Payment - Interest Payment	= Beginning Balance - Principal Payment
5	= Ending Balance Year 4	= Loan Amount * PR	= Beginning Balance * i	= Scheduled Payment - Interest Payment	= Beginning Balance - Principal Payment
6	= Ending Balance Year 5	= Loan Amount * PR	= Beginning Balance * i	= Scheduled Payment - Interest Payment	= Beginning Balance - Principal Payment
7	= Ending Balance Year 6	= Loan Amount * PR	= Beginning Balance * i	= Scheduled Payment - Interest Payment	= Beginning Balance - Principal Payment
8	= Ending Balance Year 7	= Loan Amount * PR	= Beginning Balance * i	= Scheduled Payment - Interest Payment	= Beginning Balance - Principal Payment
9	= Ending Balance Year 8	= Loan Amount * PR	= Beginning Balance * i	= Scheduled Payment - Interest Payment	= Beginning Balance - Principal Payment
10	= Ending Balance Year 9	= Loan Amount * PR	= Beginning Balance * i	= Scheduled Payment - Interest Payment	= Beginning Balance - Principal Payment
11	= Ending Balance Year 10	= Loan Amount * PR	= Beginning Balance * i	= Scheduled Payment - Interest Payment	= Beginning Balance - Principal Payment
12	= Ending Balance Year 11	= Loan Amount * PR	= Beginning Balance * i	= Scheduled Payment - Interest Payment	= Beginning Balance - Principal Payment
13	= Ending Balance Year 12	= Loan Amount * PR	= Beginning Balance * i	= Scheduled Payment - Interest Payment	= Beginning Balance - Principal Payment
14	= Ending Balance Year 13	= Loan Amount * PR	= Beginning Balance * i	= Scheduled Payment - Interest Payment	= Beginning Balance - Principal Payment
15	= Ending Balance Year 14	= Loan Amount * PR	= Beginning Balance * i	= Scheduled Payment - Interest Payment	= Beginning Balance - Principal Payment
16	= Ending Balance Year 15	= Loan Amount * PR	= Beginning Balance * i	= Scheduled Payment - Interest Payment	= Beginning Balance - Principal Payment
17	= Ending Balance Year 16	= Loan Amount * PR	= Beginning Balance * i	= Scheduled Payment - Interest Payment	= Beginning Balance - Principal Payment
18	= Ending Balance Year 17	= Loan Amount * PR	= Beginning Balance * i	= Scheduled Payment - Interest Payment	= Beginning Balance - Principal Payment
19	= Ending Balance Year 18	= Loan Amount * PR	= Beginning Balance * i	= Scheduled Payment - Interest Payment	= Beginning Balance - Principal Payment
20	= Ending Balance Year 19	= Loan Amount * PR	= Beginning Balance * i	= Scheduled Payment - Interest Payment	= Beginning Balance - Principal Payment
21	= Ending Balance Year 20	= Loan Amount * PR	= Beginning Balance * i	= Scheduled Payment - Interest Payment	= Beginning Balance - Principal Payment
22	= Ending Balance Year 21	= Loan Amount * PR	= Beginning Balance * i	= Scheduled Payment - Interest Payment	= Beginning Balance - Principal Payment
23	= Ending Balance Year 22	= Loan Amount * PR	= Beginning Balance * i	= Scheduled Payment - Interest Payment	= Beginning Balance - Principal Payment
24	= Ending Balance Year 23	= Loan Amount * PR	= Beginning Balance * i	= Scheduled Payment - Interest Payment	= Beginning Balance - Principal Payment
25	= Ending Balance Year 24	= Loan Amount * PR	= Beginning Balance * i	= Scheduled Payment - Interest Payment	= Beginning Balance - Principal Payment
26	= Ending Balance Year 25	= Loan Amount * PR	= Beginning Balance * i	= Scheduled Payment - Interest Payment	= Beginning Balance - Principal Payment
27	= Ending Balance Year 26	= Loan Amount * PR	= Beginning Balance * i	= Scheduled Payment - Interest Payment	= Beginning Balance - Principal Payment
28	= Ending Balance Year 27	= Loan Amount * PR	= Beginning Balance * i	= Scheduled Payment - Interest Payment	= Beginning Balance - Principal Payment
29	= Ending Balance Year 28	= Loan Amount * PR	= Beginning Balance * i	= Scheduled Payment - Interest Payment	= Beginning Balance - Principal Payment
30	= Ending Balance Year 29	= Loan Amount * PR	= Beginning Balance * i	= Scheduled Payment - Interest Payment	= Beginning Balance - Principal Payment
Total		\$ -	\$ -	\$ -	

INTEREST ACCRUAL AND REPAYMENT SCHEDULE

1. This Exhibit B, made this _____ day of _____, 2023, to be effective under and as a part of Contract No. 22-XX-30-W0740 (Repayment Contract), hereinafter called "Exhibit B," shall become effective on the date of the Repayment Contract's execution and shall remain in effect until superseded by another Exhibit B executed by the Parties; Provided, That this Exhibit B or any superseding Exhibit B shall terminate with termination of the Repayment Contract.
2. CVWD agrees to repay the United States in accordance with the Interest Accrual and Repayment Schedule.
3. Exhibit B will be finalized upon the Contracting Officer's issuance of written Substantial Completion Notice.

THE STANDARD FORM (SF)-425 – FEDERAL FINANCIAL REPORT

1. This Exhibit C, made this _____ day of _____, 2023, to be effective under and as a part of Contract No. 22-XX-30-W0740 (Repayment Contract), hereinafter called “Exhibit C,” shall become effective on the date of the Repayment Contract’s execution and shall remain in effect until superseded by another Exhibit C executed by the Parties; Provided, That the Exhibit C or any superseding Exhibit C shall terminate with termination of the Repayment Contract.

2. The SF-425 shall be submitted on a quarterly basis by CVWD to the Deputy Area Manager, Yuma Area Office upon Commencement of XM Work through Substantial Completion for CVWD to provide to Reclamation a statement of expenditures associated with Federal advances of funds for XM Work under this Repayment Contract.

Federal Financial Report

(Follow form Instructions)

OMB Number: 4040-0014
Expiration Date: 02/28/2025

1. Federal Agency and Organizational Element to Which Report is Submitted <div style="border: 1px solid black; height: 25px; width: 100%; background-color: yellow;"></div>		2. Federal Grant or Other Identifying Number Assigned by Federal Agency (To report multiple grants, use FFR Attachment) <div style="border: 1px solid black; height: 25px; width: 100%; background-color: yellow;"></div>	
3. Recipient Organization (Name and complete address including Zip code) Recipient Organization Name: <div style="border: 1px solid black; height: 15px; width: 100%; background-color: yellow;"></div> Street1: <div style="border: 1px solid black; height: 15px; width: 100%; background-color: yellow;"></div> Street2: <div style="border: 1px solid black; height: 15px; width: 100%; background-color: yellow;"></div> City: <div style="border: 1px solid black; height: 15px; width: 30%; background-color: yellow;"></div> County: <div style="border: 1px solid black; height: 15px; width: 30%; background-color: yellow;"></div> State: <div style="border: 1px solid black; height: 15px; width: 40%; background-color: yellow;"></div> Province: <div style="border: 1px solid black; height: 15px; width: 40%; background-color: yellow;"></div> Country: <div style="border: 1px solid black; height: 15px; width: 40%; background-color: yellow;">USA: UNITED STATES</div> ZIP / Postal Code: <div style="border: 1px solid black; height: 15px; width: 40%; background-color: yellow;"></div>			
4a. UEI <div style="border: 1px solid black; height: 15px; width: 100%; background-color: yellow;"></div>	4b. EIN <div style="border: 1px solid black; height: 15px; width: 100%; background-color: yellow;"></div>	5. Recipient Account Number or Identifying Number (To report multiple grants, use FFR Attachment) <div style="border: 1px solid black; height: 15px; width: 100%; background-color: yellow;"></div>	
6. Report Type <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual <input type="checkbox"/> Final	7. Basis of Accounting <input type="checkbox"/> Cash <input type="checkbox"/> Accrual	8. Project/Grant Period From: <div style="border: 1px solid black; height: 15px; width: 100%; background-color: yellow;"></div> To: <div style="border: 1px solid black; height: 15px; width: 100%; background-color: yellow;"></div>	9. Reporting Period End Date <div style="border: 1px solid black; height: 15px; width: 100%; background-color: yellow;"></div>
10. Transactions <i>(Use lines a-c for single or multiple grant reporting)</i> Federal Cash (To report multiple grants, also use FFR attachment): a. Cash Receipts <div style="float: right; border: 1px solid black; width: 100px; text-align: right;">0.00</div> b. Cash Disbursements <div style="float: right; border: 1px solid black; width: 100px; text-align: right;">0.00</div> c. Cash on Hand (line a minus b) <div style="float: right; border: 1px solid black; width: 100px; text-align: right;">0.00</div> <i>(Use lines d-o for single grant reporting)</i> Federal Expenditures and Unobligated Balance: d. Total Federal funds authorized <div style="float: right; border: 1px solid black; width: 100px; text-align: right;">0.00</div> e. Federal share of expenditures <div style="float: right; border: 1px solid black; width: 100px; text-align: right;">0.00</div> f. Federal share of unliquidated obligations <div style="float: right; border: 1px solid black; width: 100px; text-align: right;">0.00</div> g. Total Federal share (sum of lines e and f) <div style="float: right; border: 1px solid black; width: 100px; text-align: right;">0.00</div> h. Unobligated balance of Federal Funds (line d minus g) <div style="float: right; border: 1px solid black; width: 100px; text-align: right;">0.00</div> Recipient Share: i. Total recipient share required <div style="float: right; border: 1px solid black; width: 100px; text-align: right;">0.00</div> j. Recipient share of expenditures <div style="float: right; border: 1px solid black; width: 100px; text-align: right;">0.00</div> k. Remaining recipient share to be provided (line i minus j) <div style="float: right; border: 1px solid black; width: 100px; text-align: right;">0.00</div> Program Income: l. Total Federal program income earned <div style="float: right; border: 1px solid black; width: 100px; text-align: right;">0.00</div> m. Program Income expended in accordance with the deduction alternative <div style="float: right; border: 1px solid black; width: 100px; text-align: right;">0.00</div> n. Program Income expended in accordance with the addition alternative <div style="float: right; border: 1px solid black; width: 100px; text-align: right;">0.00</div> o. Unexpended program income (line l minus line m and line n) <div style="float: right; border: 1px solid black; width: 100px; text-align: right;">0.00</div>			Cumulative

11. Indirect Expense

a. Type	b. Rate	c. Period From	Period To	d. Base	e. Amount Charged	f. Federal Share
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
g. Totals:				<input type="text"/>	<input type="text"/>	<input type="text"/>

12. Remarks: Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation:

<input type="text"/>	<input type="button" value="Add Attachment"/>	<input type="button" value="Delete Attachment"/>	<input type="button" value="View Attachment"/>
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13. Certification: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

a. Name and Title of Authorized Certifying Official		
Prefix: <input type="text"/>	First Name: <input type="text"/>	Middle Name: <input type="text"/>
Last Name: <input type="text"/>	Suffix: <input type="text"/>	
Title: <input type="text"/>		
b. Signature of Authorized Certifying Official		c. Telephone (Area code, number and extension)
<input type="text"/>		<input type="text"/>
d. Email Address	e. Date Report Submitted	14. Agency use only:
<input type="text"/>	<input type="text"/>	

Federal Financial Report Instructions

Report Submissions

- 1) Recipients will be instructed by Federal agencies to submit the *Federal Financial Report (FFR)* to a single location, except when an automated payment management reporting system is utilized. In this case, a second submission location may be required by the agency.
- 2) If recipients need more space to support their *FFRs*, or *FFR* Attachments, they should provide supplemental pages. These additional pages must indicate the following information at the top of each page: Federal grant or other identifying number (if reporting on a single award), recipient organization, Unique Entity Identifier (UEI) number, Employer Identification Number (EIN), and period covered by the report.

Reporting Requirements

- 1) The submission of interim *FFRs* will be on a quarterly, semi-annual, or annual basis, as directed by the Federal agency. A final *FFR* shall be submitted at the completion of the award agreement. The following reporting period end dates shall be used for interim reports: 3/31, 6/30, 9/30, or 12/31. For final *FFRs*, the reporting period end date shall be the end date of the project or grant period.
- 2) Quarterly and semi-annual interim reports shall be submitted no later than 30 days after the end of each reporting period. Annual reports shall be submitted no later than 90 days after the end of each reporting period. Final reports shall be submitted no later than 90 days after the project or grant period end date.

Note: For single award reporting:

- 1) Federal agencies may require both cash management information on lines 10(a) through 10(c) and financial status information lines 10(d) through 10(o).
- 2) 10(b) and 10(e) may not be the same until the final report.

Line Item Instructions for the Federal Financial Report

FFR Number	Reporting Item	Instructions
Cover Information		
1	Federal Agency and Organizational Element to Which Report is Submitted	Enter the name of the Federal agency and organizational element identified in the award document or as instructed by the agency.
2	Federal Grant or Other Identifying Number Assigned by Federal Agency	For a single award, enter the grant number assigned to the award by the Federal agency. For multiple awards, report this information on the <i>FFR</i> Attachment. <i>Do not complete this box if reporting on multiple awards.</i>
3	Recipient Organization	Enter the name and complete address of the recipient organization including zip code.
4a	UEI	Enter the recipient organization's Unique Entity Identifier (UEI) or Central Contract Registry UEI.
4b	EIN	Enter the recipient organization's Employer Identification Number (EIN).
5	Recipient Account Number or Identifying Number	Enter the account number or any other identifying number assigned by the recipient to the award. This number is for the recipient's use only and is not required by the Federal agency. For multiple awards, report this

FFR Number	Reporting Item	Instructions
		information on the <i>FFR</i> Attachment. <i>Do not complete this box if reporting on multiple awards.</i>
6	Report Type	Mark appropriate box. <i>Do not complete this box if reporting on multiple awards.</i>
7	Basis of Accounting (Cash/Accrual)	Specify whether a cash or accrual basis was used for recording transactions related to the award(s) and for preparing this FFR. Accrual basis of accounting refers to the accounting method in which expenses are recorded when incurred. For cash basis accounting, expenses are recorded when they are paid.
8	Project/Grant Period, From: (Month, Day, Year)	Indicate the period established in the award document during which Federal sponsorship begins and ends. Note: Some agencies award multi-year grants for a project period that is funded in increments or budget periods (typically annual increments). Throughout the project period, agencies often require cumulative reporting for consecutive budget periods. Under these circumstances, enter the beginning and ending dates of the project period not the budget period. <i>Do not complete this line if reporting on multiple awards.</i>
	Project/Grant Period, To: (Month, Day, Year)	See the above instructions for "Project/Grant Period, From: (Month, Day, Year)."
9	Reporting Period End Date: (Month, Day, Year)	Enter the ending date of the reporting period. For quarterly, semi-annual, and annual interim reports, use the following reporting period end dates: 3/31, 6/30, 9/30, or 12/31. For final <i>FFRs</i> , the reporting period end date shall be the end date of the project or grant period.
10	Transactions Enter cumulative amounts from date of the inception of the award through the end date of the reporting period specified in line 9. Use Lines 10a through 10c, Lines 10d through 10o, or Lines 10a through 10o, as specified by the Federal agency, when reporting on single grants. Use Line 12, Remarks, to provide any information deemed necessary to support or explain <i>FFR</i> data.	
Federal Cash (To report multiple grants, also use FFR Attachment)		
10a	Cash Receipts	Enter the cumulative amount of actual cash received from the Federal agency as of the reporting period end date.
10b	Cash Disbursements	Enter the cumulative amount of Federal fund disbursements (such as cash or checks) as of the reporting period end date. Disbursements are the sum of actual cash disbursements for direct charges for goods and services, the amount of indirect expenses charged to the award, and the amount of cash advances and payments made to subrecipients and contractors. For multiple grants, report each grant separately on the <i>FFR</i> Attachment. The sum of the cumulative cash disbursements on the <i>FFR</i> Attachment must equal the amount entered on Line 10b, <i>FFR</i> .
10c	Cash On Hand (Line 10a Minus Line 10b)	Enter the amount of Line 10a minus Line 10b. This amount represents immediate cash needs. If more than three business days of cash are on hand, the Federal agency may require an explanation

FFR Number	Reporting Item	Instructions
		on Line 12, Remarks, explaining why the drawdown was made prematurely or other reasons for the excess cash.
Federal Expenditures and Unobligated Balance: Do not complete this section if reporting on multiple awards.		
10d	Total Federal Funds Authorized	Enter the total Federal funds authorized as of the reporting period end date.
10e	Federal Share of Expenditures	Enter the amount of Federal fund expenditures. For reports prepared on a cash basis, expenditures are the sum of cash disbursements for direct charges for property and services; the amount of indirect expense charged; and the amount of cash advance payments and payments made to subrecipients. For reports prepared on an accrual basis, expenditures are the sum of cash disbursements for direct charges for property and services; the amount of indirect expense incurred; and the net increase or decrease in the amounts owed by the recipient for (1) goods and other property received; (2) services performed by employees, contractors, subrecipients, and other payees; and (3) programs for which no current services or performance are required. Do not include program income expended in accordance with the deduction alternative, rebates, refunds, or other credits. (Program income expended in accordance with the deduction alternative should be reported separately on Line 10o.)
10f	Federal Share of Unliquidated Obligations	Unliquidated obligations on a cash basis are obligations incurred, but not yet paid. On an accrual basis, they are obligations incurred, but for which an expenditure has not yet been recorded. Enter the Federal portion of unliquidated obligations. Those obligations include direct and indirect expenses incurred but not yet paid or charged to the award, including amounts due to subrecipients and contractors. On the final report, this line should be zero unless the awarding agency has provided other instructions. <i>Do not include any amount in Line 10f that has been reported in Line 10e. Do not include any amount in Line 10f for a future commitment of funds (such as a long-term contract) for which an obligation or expense has not been incurred.</i>
10g	Total Federal Share (Sum of Lines 10e and 10f)	Enter the sum of Lines 10e and 10f.
10h	Unobligated Balance of Federal Funds (Line 10d Minus Line 10g)	Enter the amount of Line 10d minus Line 10g.
Recipient Share: Do not complete this section if reporting on multiple awards.		
10i	Total Recipient Share Required	Enter the total required recipient share for reporting period specified in line 9. The required recipient share should include all matching and cost sharing provided by recipients and third-party providers to meet the level required by the Federal agency. This amount should not include cost sharing and match amounts in excess of the amount required by the Federal agency (for example, cost overruns for which the recipient incurs additional expenses and, therefore, contributes a greater level of cost

FFR Number	Reporting Item	Instructions
		sharing or match than the level required by the Federal agency).
10j	Recipient Share of Expenditures	Enter the recipient share of actual cash disbursements or outlays (less any rebates, refunds, or other credits) including payments to subrecipients and contractors. This amount may include the value of allowable third party in-kind contributions and recipient share of program income used to finance the non-Federal share of the project or program. Note: On the final report this line should be equal to or greater than the amount of Line 10i.
10k	Remaining Recipient Share to be Provided (Line 10i Minus Line 10j)	Enter the amount of Line 10i minus Line 10j. If recipient share in Line 10j is greater than the required match amount in Line 10i, enter zero.
Program Income: Do not complete this section if reporting on multiple awards.		
10l	Total Federal Program Income Earned	Enter the amount of Federal program income earned. Do not report any program income here that is being allocated as part of the recipient's cost sharing amount included in Line 10j.
10m	Program Income Expended in Accordance With the Deduction Alternative	Enter the amount of program income that was used to reduce the Federal share of the total project costs.
10n	Program Income Expended in Accordance With the Addition Alternative	Enter the amount of program income that was added to funds committed to the total project costs and expended to further eligible project or program activities.
10o	Unexpended Program Income (Line 10l Minus Line 10m or Line 10n)	Enter the amount of Line 10l minus Line 10m or Line 10n. This amount equals the program income that has been earned but not expended, as of the reporting period end date.
11	Indirect Expense: Complete this information only if required by the awarding agency. Enter cumulative amounts from date of the inception of the award through the end date of the reporting period specified in line 9.	
11a	Type of Rate(s)	State whether indirect cost rate(s) is Provisional, Predetermined, Final, or Fixed.
11b	Rate	Enter the indirect cost rate(s) in effect during the reporting period.
11c	Period From; Period To	Enter the beginning and ending effective dates for the rate(s).
11d	Base	Enter the amount of the base against which the rate(s) was applied.
11e	Amount Charged	Enter the amount of indirect costs charged during the time period specified. (Multiply 11b. x 11d.)
11f	Federal Share	Enter the Federal share of the amount in 11e.
11g	Totals	Enter the totals for columns 11d, 11e, and 11f.
Remarks, Certification, and Agency Use Only		
12	Remarks	Enter any explanations or additional information required by the Federal sponsoring agency including excess cash as stated in line 10c.
13a	Typed or Printed Name and Title of Authorized Certifying Official	Enter the name and title of the authorized certifying official.
13b	Signature of Authorized Certifying Official	The authorized certifying official must sign here.
13c	Telephone (Area Code, Number and Extension)	Enter the telephone number (including area code and extension) of the individual listed in Line 13a.
13d	E-mail Address	Enter the e-mail address of the individual listed in Line 13a.

FFR Number	Reporting Item	Instructions
13e	Date Report Submitted (Month, Day, Year)	Enter the date the <i>FFR</i> is submitted to the Federal agency using the month, day, year format.
14	Agency Use Only	This section is reserved for Federal agency use.

BUY AMERICA DOMESTIC PROCUREMENT PREFERENCE

1. This Exhibit D, made this _____ day of _____, 2023, to be effective under and as a part of Contract No. 22-XX-30-W0740 (Repayment Contract), hereinafter called "Exhibit D," shall become effective on the date of the Repayment Contract's execution and shall remain in effect until superseded by another Exhibit D executed by the Parties; Provided, That this Exhibit D or any superseding Exhibit D shall terminate with termination of the Repayment Contract.
2. As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), Pub. L. 117-58, on or after May 14, 2022, none of the funds under a Federal award that are part of a Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

Buy America Domestic Procurement Preference:

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a Federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit www.doi.gov/grants/BuyAmerica. Additional information can also be found at the White House Made in America Office website: www.whitehouse.gov/omb/management/made-in-america/.

Waivers

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or
3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at:

www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers. If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not required to request a separate waiver for non-domestic materials.

If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the financial assistance awarding officer in writing. Waiver requests shall include the below information. The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request. Waiver requests will be posted to www.doi.gov/grants/buyamerica and are subject to public comment periods of no less than 15 days. Waiver requests will also be reviewed by the Made in America Office.

1. Type of waiver requested (non-availability, unreasonable cost, or public interest).
2. Requesting entity and Unique Entity Identifier (UEI) submitting the request.
3. Department of Interior Bureau or Office who issued the award.
4. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)
5. Financial assistance title of project (reference block 8 on DOI Notice of Award).
6. Federal Award Identification Number (FAIN).
7. Federal funding amount (reference block 11.m. on DO Notice of Award).
8. Total cost of Infrastructure expenditures (includes Federal and non-federal funds to the extent known).
9. Infrastructure project description(s) and location(s) (to the extent known).
10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS code for each.
11. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.

12. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
13. Anticipated impact if no waiver is issued.

Approved waivers will be posted at www.doi.gov/grants/BuyAmerica/ApprovedWaivers; recipients requesting a waiver will be notified of their waiver request determination by an awarding officer.

Questions pertaining to waivers should be directed to the financial assistance awarding officer.

Definitions

“Construction materials” includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

“Construction Materials” does **not** include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States