



# Official Memorandum

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[sldmwa.org](http://sldmwa.org)

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To: SLDMWA Board of Directors, Alternates

From: Pablo Arroyave, Chief Operating Officer  
Rebecca Akroyd, General Counsel

Date: December 18, 2025

RE: Resolution Authorizing Execution of Contract with the United States Providing for the Repayment of Extraordinary Maintenance Costs for the O'Neill Pumping/Generating Plant Upgrades Project, and Authorizing Actions Related Thereto

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## Background

Pursuant to Title XI, Section 1101 of Public Law 116-260 (134 Stat. 3221), the Bureau of Reclamation's (Reclamation) existing extraordinary maintenance (XM) authority was amended by the establishment of the Aging Infrastructure Account, and an annual process was established for eligible contractors to apply for funds and extended repayment. The 2021 Infrastructure Investment and Jobs Act (IIJA) authorized \$3.2 billion in funding for the Account for XM needs for the following five years for Reclamation facilities. These funds are available to both reserved and transferred works facilities.

As a transferred works entity, the Water Authority has submitted multiple applications for funds to support XM of transferred works facilities in the last several years. In November 2023, consistent with Board Resolution No. 2023-519 authorizing application for extended repayment and funding for extraordinary maintenance work, the Water Authority applied for BIL funding for two projects, the O'Neill Pumping-generating Plant Upgrades Project (OPP Upgrades Project) and the Delta-Mendota Canal Subsidence Correction Project. In May 2024, the Commissioner of the Bureau of Reclamation (Reclamation) approved and authorized \$11,600,000 for planning, design, and subsequent implementation of the OPP Upgrades Project which includes unit rewinds, governor upgrades, new pump bowl design and fabrication, and pump assembly and penstock rehabilitation. Subsequently, in July 2025, the Water Authority submitted an application seeking additional funds for the OPP Upgrades Project; a decision regarding this later application is expected in the coming months.

To receive the funds associated with the \$11,600,000 award, and any later award for the project, the Water Authority is required to negotiate and execute a repayment contract with Reclamation. The Water Authority and Reclamation negotiated the repayment contract for the OPP Upgrades Project in December 2025. The draft repayment contract is attached and the Water Authority is seeking authorization to finalize and execute the contract.

## Issue for Decision

Whether the Board of Directors should adopt the proposed Resolution Authorizing Execution of Contract with the United States Providing for the Repayment of Extraordinary Maintenance Costs for the O'Neill Pumping/Generating Plant Upgrades Project, and Authorizing Actions Related Thereto.



## Recommendation

Staff recommends the Board adopt the proposed resolution.

## Analysis

The application process is described in Reclamation Directive and Standard (D&S) PEC 05-03. Following award, the Water Authority was required to negotiate and execute a contract for extended repayment of funds.

Per Section 8E Acreage Limitation, on page 8 of D&S PEC 05-03, extended repayment of O&M expenses does **not** trigger Reclamation Reform Act pricing or acreage limitations.

Key components of the negotiated draft repayment contract include:

1. 45-year repayment term. The repayment term was informed by the service life of the various components of the project, as analyzed by the Authority.
2. Upfront funding. This component will eliminate cash flow issues associated with issuing the contracts needed to complete this project.
3. One repayment schedule. Repayment is required to begin once the Contracting Office deems the XM work for the project "Substantially Complete."
4. Ability to Add Additional Funding. If additional funding beyond the \$11,600,000 is awarded to the Water Authority for the Project, it may be added to the repayment obligation under the Contract, without requiring an amendment of the contract.

The Water Authority is currently in a \$21.47M contract with Pentair Fairbanks (Pentair) to design and fabricate new pump bowls and a modernization of the governor system. As noted in the October 2025 Board of Directors meeting, the \$11.6M awarded for the OPP Upgrades Project would be utilized to fund a portion of the remaining contract. Upon execution of the repayment contract, the Water Authority will request upfront funding from Reclamation to cover the progress payments associated with the Pentair agreement. The current \$11.6M award will cover all fiscal year 2027 progress payments, and a portion of fiscal year 2028, or two pump bowls and the governors. Any additional funds beyond the \$11.6M awarded to the Water Authority will be first used to cover the remaining Pentair contract, and then the costs of the Unit Rewind and the Penstock & Pump Assembly Rehabilitations. If all requested funding is received, the intent is to rehabilitate one unit per year, with the completion of the OPP Upgrades Project to occur by 2032.

Following a determination of substantial completion and the establishment of a repayment schedule, Water Authority staff will assess a reserve component for that schedule. In November 2024, the Board took action to approve the "standard" cost allocation methodology for the OPP Upgrades Project. Based on the current U.S. Treasury Long Term Rate (45 Year) of 4.7500%, the current projected estimated reserve rate required to begin repaying the loan in its entirety would be approximately \$.37/acre-foot. Repayment would likely not begin earlier than FY32.



## Attachments

1. Resolution No. 2025-XX Authorizing Execution of Contract with the United States Providing for the Repayment of Extraordinary Maintenance Costs for the O'Neill Pumping/Generating Plant Upgrades Project, and Authorizing Actions Related Thereto
2. Draft Contract with the United States of America and the San Luis & Delta-Mendota Water Authority Providing for the Repayment of Extraordinary Maintenance Costs for the O'Neill Pumping/Generating Plant Upgrades Project

**SAN LUIS & DELTA-MENDOTA WATER AUTHORITY**

**RESOLUTION NO. 2025-\_\_\_**

**RESOLUTION AUTHORIZING EXECUTION OF CONTRACT WITH THE UNITED STATES PROVIDING FOR THE REPAYMENT OF EXTRAORDINARY MAINTENANCE COSTS FOR THE O'NEILL PUMPING/GENERATING PLANT UPGRADES PROJECT, AND AUTHORIZING ACTIONS RELATED THERETO**

**WHEREAS**, the San Luis & Delta-Mendota Water Authority ("**Water Authority**") is a transferred works operator responsible for the operation, maintenance, and replacement ("**OM&R**") of certain Central Valley Project ("**CVP**") facilities, including the O'Neill Pumping/Generating Plant; and

**WHEREAS**, the O'Neill Pumping/Generating Plant is in need of extraordinary maintenance due to the age of the facility and the role the facility has in moving water between the Delta-Mendota Canal into the O'Neill Forebay; and

**WHEREAS**, the Water Authority and Reclamation have been and are working closely to plan the O'Neill Pumping/Generating Plant Upgrades Project ("**OPP Upgrades Project**") with a July 2025 cost estimate of \$85.8 million; and

**WHEREAS**, the Water Authority submitted an application in 2023 and was awarded \$11.6 million in Infrastructure Investment and Jobs Act ("**IJA**") funding in Fiscal Year 2025 for the OPP Upgrades Project and has completed the negotiation process to determine the terms of the repayment contract; and

**WHEREAS**, the Water Authority submitted an application for additional IJA funding for the OPP Upgrades in July 2025, which funding may be added to the repayment obligation under the subject contract; and

**WHEREAS**, the Water Authority is authorized to fund and negotiate contracts for the repayment of extraordinary maintenance projects; and

**WHEREAS**, the Water Authority is now seeking authorization to execute the "Contract Between the United States of America and the San Luis & Delta-Mendota Water Authority Providing for the Repayment of Extraordinary Maintenance Costs for the O'Neill Pumping/Generating Plant Upgrades Project" ("**Repayment Contract**"); and

**WHEREAS**, in November 2024, the Water Authority Board of Directors took action to approve the "standard" cost allocation methodology for the OPP Upgrades Project, pursuant to which the Water Authority allocates costs based on the past ten years of historic water deliveries (the ten-year rolling average of deliveries, and collects funds through the accumulation of Reserves (as a component of OM&R water rates); and

**WHEREAS**, the Board of Directors has considered that certain form of the Repayment Contract, **Attachment 1** to this Resolution, presented to the Board of Directors and on file with the Secretary hereof; and

**WHEREAS**, authorizing execution of a repayment contract with the United States does not constitute a project or projects under the California Environmental Quality Act ("**CEQA**") because the proposed actions represent administrative actions of the Water Authority that will not result in direct or indirect physical changes in the environment (CEQA Guidelines Section 15378(b)(5)); further, because the proposed actions are exempt from CEQA pursuant to the statutory exemption for ongoing pre-CEQA

projects (CEQA Guidelines Section 15261) and the categorical exemption for the continued operation and maintenance of existing facilities at the same level of use (CEQA Guidelines Section 15301); and because it can be seen with certainty that there is no possibility that the proposed actions in question may have a significant effect on the environment, the proposed action is not subject to CEQA (CEQA Guidelines Section 15061(b)(3)); and

**WHEREAS**, the Board is willing to authorize execution of the Repayment Contract, subject to such revisions, additions, and deletions as may be approved by the executing officers at the time of signing the Repayment Contract, said execution to provide conclusive evidence of such approval.

**NOW, THEREFORE, BE IT RESOLVED, AS FOLLOWS, THAT:**

Section 1. The facts stated in the recitals above are true and correct, and the Board so finds and determines.

Section 2. The Board hereby authorizes the Executive Director and Chief Operating Officer, and such Water Authority employee or consultant as either of such officers may designate to execute a repayment contract on behalf of the Water Authority for extended repayment and funding from the Aging Infrastructure Account for the O'Neill Pumping/Generating Plant Upgrades Project.

Section 3. The Executive Director and Chief Operating Officer, and such Water Authority employee or consultant as either of such officers may designate, are further authorized and directed to take such additional steps, and to execute such additional documents, as may be required or reasonably necessary to the completion of the activities authorized by this Resolution.

**PASSED, APPROVED AND ADOPTED** this 18th day of December, 2025, by the Board of Directors of the San Luis & Delta-Mendota Water Authority.

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Cannon Michael, Chairman  
San Luis & Delta-Mendota Water Authority

Attest:

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Federico Barajas, Secretary

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I hereby certify that the foregoing Resolution No. 2025-\_\_\_\_ was duly and regularly adopted by the Board of Directors of the San Luis & Delta-Mendota Water Authority at the meeting thereof held on the 18th day of December, 2025.

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Federico Barajas, Secretary

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
Central Valley Project, California

CONTRACT BETWEEN THE UNITED STATES OF AMERICA  
AND THE SAN LUIS & DELTA-MENDOTA WATER AUTHORITY  
PROVIDING FOR  
THE REPAYMENT OF EXTRAORDINARY MAINTENANCE COSTS  
FOR THE O'NEILL PUMPING/GENERATING PLANT UPGRADES PROJECT

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- Exhibit A – Repayment Schedule(s)
- Exhibit B – Scope(s) of Work
- Exhibit C – Contractor Responsibilities
- Exhibit D – Standard Form 425 (SF 425)



1 UNITED STATES  
2 DEPARTMENT OF THE INTERIOR  
3 BUREAU OF RECLAMATION  
4 Central Valley Project, California

5 CONTRACT BETWEEN THE UNITED STATES OF AMERICA  
6 AND THE SAN LUIS & DELTA-MENDOTA WATER AUTHORITY  
7 PROVIDING FOR  
8 THE REPAYMENT OF EXTRAORDINARY MAINTENANCE COSTS  
9 FOR THE O'NEILL PUMPING/GENERATING PLANT UPGRADES PROJECT

10 THIS CONTRACT made this \_\_\_\_ day of \_\_\_\_\_, 2025, pursuant to  
11 the Reclamation Act of June 17, 1902 (32 Stat. 388), and acts amendatory and supplementary  
12 thereto, including but not limited to, Title IX, Subtitle G, Section 9603 of the Omnibus Public  
13 Land Management Act of March 30, 2009 (P.L. 111-11, 123 Stat. 1348, 43 U.S.C. § 510b), Title  
14 XI, Section 1101 of Public Law 116-260 (134 Stat. 3221), Title IX, Section 40901 of the  
15 Infrastructure Investment and Jobs Act of November 15, 2021 (P.L. 117-58, 135 Stat. 1117), all  
16 collectively hereinafter referred to as Federal Reclamation law, between THE UNITED STATES  
17 OF AMERICA, acting through the Bureau of Reclamation, hereinafter referred to as the “United  
18 States” or “Reclamation”, and represented by the officer executing this Agreement, hereinafter  
19 referred to as the “Contracting Officer”, and the SAN LUIS & DELTA-MENDOTA WATER  
20 AUTHORITY, hereinafter referred to as the “Contractor”, a joint powers authority duly  
21 organized, existing, and acting pursuant to the laws of the State of California, individually  
22 referred to as “Party” and collectively referred to as “Parties”;

23 WITNESSETH, That:

24 RECITALS

25 a. On January 14, 2020, the United States acting through Reclamation, and the  
26 Contractor executed Contract No. 8-07-20-X0354-X, which transferred the responsibility for  
27 operation, maintenance, and replacement of a certain portion of the Central Valley Project

(CVP), Delta Division facilities, including the O’Neill Pumping/Generating Plant, to the Contractor; and

b. Reclamation, in consultation with the Contractor, has determined that extraordinary maintenance (XM) Work is required for the O’Neill Pumping/Generating Plant; this XM Work includes unit rewinds, governor upgrades, new pump bowl design and fabrications, and pump assembly and penstock rehabilitation, and

c. The preliminary cost estimate for the entire XM Work was \$68,300,000 and, as of July 2025, this was updated to \$85,800,000; and

d. Pursuant to Title XI, Section 1101 of Public Law 116-260 (134 Stat. 3221), Reclamation’s existing XM authority was amended by the establishment of the Aging Infrastructure Account, hereinafter “Account”, and an annual application process was established for eligible contractors to apply for funds and extended repayment. The 2021 Infrastructure Investment and Jobs Act provided funding for the Account for extraordinary maintenance needs over the following five years; and the Contractor submitted an application in 2024 requesting funding from the Account for the O’Neill Pumping/Generating Plant Upgrades project; and

e. By memorandum dated May 15, 2024, the Commissioner of the Bureau of Reclamation approved and authorized \$11,600,000 for planning, design, and subsequent implementation of the O’Neill Pumping/Generating Plant Upgrades project submitted by the Contractor under the authority of Title IX, Subtitle G of Public Law 111-11 (123 Stat. 991) and Title XI, Section 1101 of Public Law 116-260 (134 Stat. 3221); and

f. This Contract is established for the repayment of reimbursable costs of the XM Work.

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

DEFINITIONS

1. When used in this Contract, the term:

(a) “Construction” shall mean the construction of the O’Neill Pumping/Generating Plant Upgrades project, including, but not limited to, design and implementation of the unit rewind, governor upgrade, new pump bowl, and pump assembly and penstock rehabilitation, and any required environmental mitigation activities.

(b) “Contracting Officer” shall mean the Secretary of the Interior’s duly authorized representative acting pursuant to this Contract or applicable Federal Reclamation law or regulation.

(c) “Existing Contract” shall mean Contract No. 8-07-20-X0354-X, effective January 14, 2020, as amended, between the United States and the Contractor.

(d) “Fiscal Year” shall mean the period of October 1 through September 30 of the following Year, both dates inclusive.

(e) “Planning Study” shall mean a study prepared in compliance with Reclamation Manual Directives and Standards, Planning for Major Rehabilitation and Replacement Activities, CMP 09-04, as may be revised or superseded, as well as associated environmental compliance, permitting, and appropriate level of design, that is accepted by Reclamation for the O’Neill Pumping/Generating Plant Upgrades project.

(f) “Planning Study Completion” shall mean the date the Policy Compliance Review required by CMP 09-04 is completed and signed by the Director, Policy and Programs determining that the Planning Study meets the compliance requirements of CMP 09-04.

(g) “Project” shall mean the Central Valley Project located in California.

(h) “Repayment Obligation” shall mean the entire sum of funds expended for the XM Work pursuant to this Contract, plus accrued interest, as determined by the Contracting Officer and reflected in Exhibit A.

(i) “Extraordinary Maintenance” or “XM Work” shall include Construction and shall be consistent with the definition provided in *Funding and Extended Repayment of Extraordinary Maintenance Cost* PEC 05-03, as amended or supplemented.

(j) “Substantially Complete” or “Substantial Completion” shall be consistent with the definition provided in *Completion of a Construction Activity: Transferring Reclamation Capital Assets Under Construction (AUC) to Operation and Maintenance (O&M) Status* FAC 01-05, as amended or supplemented.

(k) “Year” shall mean the period January 1 through December 31, both dates inclusive.

#### TERM OF THE CONTRACT

2. This Contract shall become effective on the date first written above and shall remain in effect until the Contractor has fully repaid its Repayment Obligation to the United States over the period described in Article 5 herein.

#### XM WORK

3. (a) Reclamation will perform the work identified in Exhibit B. Exhibit B may be updated by the Contracting Officer (or his or her representative) without amendment of this Contract. The Contractor will have an opportunity to review Exhibit B prior to any proposed updates.

(b) The XM Work identified in Exhibit C, Contractor Responsibilities, is to be performed by the Contractor. The XM Work may be modified, without amendment of this Contract, upon advanced written request by the Contractor and advanced written approval by the Contracting Officer in accordance with Federal Reclamation law and policy. All designs, specifications, and work performed under this Contract shall be approved in advance and in writing by the Contracting Officer, or as otherwise agreed to in writing at the exclusive discretion of the Contracting Officer.

FUNDS TO BE PROVIDED

4. (a) The total amount requested by the Contractor for the XM Work subject to this Contract is \$85,800,000. The total amount of funding provided by the Commissioner of Reclamation's May 15, 2024 memorandum pursuant to Title IX, Subtitle G of Public Law 111-11 (123 Stat. 991) and Title XI, Section 1101 of Public Law 116-260 (134 Stat. 3221) is \$11,600,000. The Parties understand that if the Contractor receives additional funding for the O'Neill Pumping/Generating Plant Upgrades project from Title IX, Subtitle G of Public Law 111-11 (123 Stat. 991) and Title XI, Section 1101 of Public Law 116-260 (134 Stat. 3221) it may be added to the \$11,600,000 repayment obligation, if determined to be reimbursable and appropriate by the Contracting Officer, and provided as funding to the Contractor and the proper approval of the Commissioner and if necessary, Congress, is obtained, without amendment to this Contract. If additional funds are provided Exhibit A will be updated.

(b) Funds may be provided to the Contractor in advance of the XM Work provided that any such advance of funds shall be released in as many installments as the Contracting Officer deems necessary; *Provided*, That the Contractor may request an advance of funds in particular installments; however, the Contractor must provide the Contracting Officer

written justification for the immediate need for the funds requested, including how the funds would be applied (e.g., components, labor, overhead, and shipping) and the Contracting Officer shall have the final determination of how and when installments are transmitted.

(c) All funds advanced to the Contractor shall be deposited and maintained in an insured account, until such time as the Contractor applies the funds against the XM Work; *Provided*, That the Contractor shall use the funds solely to finance the XM Work; *Provided further*, That the Contractor shall return any and all unexpended, unobligated, or unencumbered funds within thirty (30) days after the date on which the Contracting Officer determines and notifies the Contractor in writing that the entire XM Work is Substantially Complete.

(d) Funds will no longer be provided once the Contracting Officer determines that: (1) the work described in Article 3 herein is complete; (2) the Contractor no longer requires additional funds to complete said XM Work; or (3) the amount stated in subarticle 4(a) of the Contract has been expended.

#### CONTRACTOR'S REPAYMENT OBLIGATION

5. (a) The Contractor shall be obligated to repay the entire sum of funds expended for the O'Neill Pumping/Generating Plant Upgrades project, as specified in Exhibit A, Repayment Schedule, plus accrued interest, as determined by the Contracting Officer, pursuant to paragraph (b) herein, over a period of forty-five (45) years from the date the Contracting Officer deems the XM Work for the O'Neill Pumping/Generating Plant Upgrades project Substantially Complete, which total sum is hereinafter referred to as Repayment Obligation.

(b) The interest rate used for computing interest on federal funds disbursed to the Contractor shall be the Department of the Treasury rate as of the date on which federal and/or Contractor funds are disbursed pursuant to this 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 pursuant to this Contract, adjusted to the nearest 1/8 of 1 percent on the unamortized balance of any portion of the Repayment Obligation. Interest accrual shall commence on the date when federal funds are advanced by the United States to the Contractor and will be computed on an annual basis on the unpaid balance of the Repayment Obligation, as determined by the Contracting Officer.

(c) The Contracting Officer will notify the Contractor in writing of Planning Study Completion. Following such notification, and after consultation with the Contractor, the Contracting Officer shall provide the Contractor with a repayment schedule of the Repayment Obligation requiring equal annual installments for the XM Work for the O'Neill Pumping/Generating Plant Upgrades project, which schedule shall be incorporated into this Contract as Exhibit A, and which may be updated by the Contracting Officer without amendment of this Contract.

(d) The Contractor may, at any time, prepay all or a portion of the unpaid Repayment Obligation as provided herein without penalty, notwithstanding any interest accrued that the Contractor is required to pay.

#### REPORTING REQUIREMENTS

6. (a) The Contractor shall provide the Contracting Officer with progress and financial status reports which are to be submitted by the Contractor to the Area Manager of the South-Central California Area Office to support reporting requirements under Federal Reclamation law, including but not limited to, the actual costs, along with supporting documentation, for each completed task identified in Exhibit C.

(b) Progress Reports – From project initiation through completion, the Contractor will provide by November 15 of each year, a narrative description of the XM Work performed during each Fiscal Year. Progress reports must contain a narrative of the work accomplished, an updated project schedule, descriptions of contracts, major subcontracts, and modifications implemented during the reporting period, architect and engineer (A/E) service deliverables, the percentage of work completed, the substantial completion status, and any problems encountered, and corrective actions taken. Any issues that impact or may pose a future risk to cost, scope, or schedule will be identified. For projects in the construction phase, the report will include an updated construction schedule generated by the construction subcontractor, including but not limited to components, labor, overhead, and shipping.

(c) Financial Reports – From project initiation through completion, the Contractor will provide quarterly financial reports using Standard Form-425 (Federal Financial Report) (see Exhibit D). Reports shall be submitted within thirty (30) calendar days of the end of each calendar year quarter (March 31, June 30, September 30, and December 31) starting in the quarter that funding is received.

BUY AMERICA DOMESTIC PROCUREMENT PREFERENCE

7. (a) As required by Section 70914 of 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 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; and

(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](http://www.doi.gov/grants/BuyAmerica). Additional information can also be found at the White House Made in America Office website: [www.madeinamerica.gov](http://www.madeinamerica.gov).

(b) 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; or

(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 twenty-five (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](http://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. 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](http://www.doi.gov/grants/buyamerica) and are subject to public comment periods of no less than fifteen (15) days. Waiver requests will also be reviewed by the Made in America Office. Waiver requests shall include the below information:

- (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 DOI 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 PCS 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](http://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.

#### WAGE EQUALITY

8. The Contractor will ensure compliance with Section 41101 of the Infrastructure Investment and Jobs Act (Pub. L. 117-58), which requires that all laborers and mechanics employed by the Contractor or a subcontractor in the performance of construction, alteration, or repair work on a project assisted in whole or in part by funding made available under the Infrastructure Investment and Jobs Act (Pub. L. 117-58) shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code (commonly referred to as the Davis Bacon Act).

#### PRESERVATION OF EXISTING CONTRACT

9. Except as specifically provided herein, the Existing Contract shall continue in full force and effect as originally written, executed, and amended. Any dispute between this Contract and the Existing Contract shall be resolved pursuant to Article 11 of this Contract.

SEVERABILITY

10. 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 Contract, but this Contract shall 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 Contract to become unavailable or materially altered.

RESOLUTION OF DISPUTES

11. Should any dispute arise concerning any provision of this Contract, upon written request from either the Contracting Officer (or his/her representative) or the Contractor, the Area Manager, South-Central California Area Office and the Contractor will meet and confer within sixty (60) days of such request in an attempt to resolve the dispute. If the dispute has not been resolved within the initial sixty (60) days, the dispute will be referred to the Contracting Officer for a subsequent ninety (90) days within which the Contracting Officer will work to resolve the dispute.

ENVIRONMENTAL COMPLIANCE

12. (a) The Contractor will comply with Federal and State laws any applicable environmental measures contained in any environmental documentation prepared in connection with the XM Work.

(b) The Contractor will comply with all Federal, State, local, and tribal law, and requirements imposed for protection of the environment and Indian trust assets, including, but not limited to, the Native American Graves Protection and Repatriation Act (Pub. L. 101-

601, 104 Stat. 3048, 25 U.S.C. §3001 et seq.) and the Archaeological Resources Protection Act of 1979 (Pub. L. 96-95, 93 Stat. 721, 16 U.S.C. §470aa et seq.).

### CONTRACTS WITH THIRD PARTIES

13. (a) The Contractor 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 the Contractor other than making the award to the lowest responsible bidder shall be subject to the Contracting Officer’s approval.

(b) For all construction contracts exceeding \$100,000 (one hundred thousand dollars), the Contractor 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 the Contractor 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.

(c) The United States shall not be a party to or obligated in any manner by contracts entered into between the Contractor and other parties pursuant to this Contract.

### FAILURE TO COMPLETE WORK

14. (a) In the event that the Contractor fails to complete the work to be performed pursuant to this Contract for any reason other than the failure of the United States to appropriate and allocate funds, the Contractor shall, upon receipt of written notice from the Contracting Officer, suspend payment on all current contracts and return to the United States any unexpended balance of funds advanced by the United States and contributed by the Contractor in such amounts as determined to be equitable by the Contracting Officer. Following delivery of the notice, the Contracting Officer may adopt either of the following two alternatives:

(1) Perform, or cause to be performed, all or any part of the work remaining under this Contract and within the limits of the funds provided herein by the United States and by the Contractor for the project, as well as operate and maintain the project concurrently. The Contractor shall transfer to the United States custody and use of all equipment, materials, and supplies used or useful in the performance of the work; permit the United States, its contractors, and its agents ingress to and egress from lands, project works, and facilities of the Contractor for the performance of such work; and assign to the United States the Contractor’s interest in any contract for the performance of work or the supplying of equipment or material in connection with such work where requested by the United States and agreed to by the other contracting party; or

(2) Declare the project substantially complete within the provisions of this Contract by giving written notice to the Contractor that (a) the construction work on a feature is substantially complete, or (b) the feature is providing benefits and services for the intended purpose(s), or (c) the feature is generating revenue, where applicable. Repayment of the loan obligation shall be carried out in accordance with the provisions of this Contract; *Provided, That* the first annual payment shall become due in the year following the year in which the Contractor is notified of such declaration of completion.

(b) In the event the United States shall proceed as provided in (a)(1) of this article, the United States may, at any time and regardless of the progress of work performed thereunder, declare the project complete by giving written notice thereof to the Contractor, in which event the provisions of (a)(2) of this article shall apply; *Provided, That* the loan obligation shall not exceed the limitation specified in this Contract, including all expenditures made pursuant to provisions of (a)(1) of this article.

(c) Upon giving written notice of project completion to the Contractor as provided above, the United States shall have the right, without further notice, to take over the care, operation, and maintenance of the project.

#### CHARGES FOR DELINQUENT PAYMENTS

15. (a) 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.

(b) 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.

(c) 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

16. (a) The obligation of the Contractor to pay the United States as provided in this Contract is a general obligation of the Contractor notwithstanding the manner in which the obligation may be distributed among the Contractor's water users and notwithstanding the default of individual water users in their obligation to the Contract.

(b) 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 may be in arrears for more than 12 months in the payment of any construction charges due the United States.

### NOTICES

17. 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 Area Manager, South-Central California Area Office, Bureau of Reclamation, 1243 N Street, Fresno, California 93721, and on behalf of the United States, when mailed, postage prepaid, or delivered to the Executive Director, of the Contractor, P.O. Box 2157, Los Banos, California 93635. 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.

### CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

18. 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

19. 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.

### ASSIGNMENT LIMITED—SUCCESSORS AND ASSIGNS OBLIGATED

20. 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

21. 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.

#### COMPLIANCE WITH FEDERAL RECLAMATION LAWS

22. The Parties agree that the delivery of irrigation water or use of Federal facilities pursuant to this Contract is subject to Federal Reclamation law, including but not limited to the Reclamation Reform Act of 1982 (43 U.S.C. 390aa, *et seq.*), as amended and supplemented, and the rules and regulations promulgated by the Secretary of the Interior under Federal Reclamation law.

#### COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

23. (a) 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.*), 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.

(b) 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.

(c) The Contractor makes this Contract 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.

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

#### MEDIUM FOR TRANSMITTING PAYMENTS

24. (a) 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.

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

453 COMPLIANCE WITH LEGAL REQUIREMENTS

454 25. The Contractor shall comply with all applicable Federal, State, and local laws,  
455 executive orders, rules and regulations applicable to its performance under this Contract.

456 CONTRACT DRAFTING CONSIDERATIONS

457 26. This Contract has been negotiated and reviewed by the Parties hereto, each of  
458 whom is sophisticated in the matters to which this Contract pertains. Articles 1 through 12 of  
459 this Contract have been drafted, negotiated, and reviewed by the Parties, and no one Party shall  
460 be considered to have drafted the stated Articles. Single-spaced articles are standard articles  
461 pursuant to Reclamation policy.

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

464                    UNITED STATES OF AMERICA

465                    By: \_\_\_\_\_  
466                    Adam Nickels, Acting Regional Director  
467                    Interior Region 10: California-Great Basin  
468                    Bureau of Reclamation

469                    (SEAL)                    SAN LUIS & DELTA-MENDOTA WATER  
470                    AUTHORITY

471                    By: \_\_\_\_\_  
472                    Chair of the Board of Directors  
473                    Attest:

474                    By: \_\_\_\_\_  
475                    Secretary of the Board of Directors

EXHIBIT A

XM Work

Central Valley Project  
O'Neill Pumping/Generating Plant Upgrades Project

REPAYMENT SCHEDULE

**EXHIBIT B**

**XM Work**

**Central Valley Project  
O'Neill Pumping/Generating Plant Upgrades Project**

**SCOPE(S) OF WORK**

The scope of work includes, but is not necessarily limited to, the following:

- (1) The Planning Study, conducted by Reclamation in accordance with Directive & Standard CMP 09-04.

EXHIBIT C

XM Work

Central Valley Project  
O'Neill Pumping/Generating Plant Upgrades Project

CONTRACTOR RESPONSIBILITIES

Definitions used in this Exhibit:

“Consultant(s)” shall mean the contractor(s) hired by the Contractor to complete the XM Work.

“Contractor” shall mean the SAN LUIS & DELTA-MENDOTA WATER AUTHORITY.

1. Products and/or Services Furnished by Contractor

a. Planning Study

- i. Contractor will furnish to Contracting Officer the Final Report entitled,  
XXXX

EXHIBIT D

XM Work

Central Valley Project  
O'Neill Pumping/Generating Plant Upgrades Project

STANDARD FORM 425 (SF 425)

View Burden Statement

**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="background-color: yellow; height: 20px; width: 100%;"></div>		2. Federal Grant or Other Identifying Number Assigned by Federal Agency (To report multiple grants, use FFR Attachment) <div style="background-color: yellow; height: 20px; width: 100%;"></div>	
3. Recipient Organization (Name and complete address including Zip code) Recipient Organization Name: <div style="background-color: yellow; height: 15px; width: 100%;"></div> Street1: <div style="background-color: yellow; height: 15px; width: 100%;"></div> Street2: <div style="background-color: yellow; height: 15px; width: 100%;"></div> City: <div style="background-color: yellow; height: 15px; width: 100%;"></div> County: <div style="background-color: yellow; height: 15px; width: 100%;"></div> State: <div style="background-color: yellow; height: 15px; width: 100%;"></div> Province: <div style="background-color: yellow; height: 15px; width: 100%;"></div> Country: <div style="background-color: yellow; height: 15px; width: 100%;"></div> ZIP / Postal Code: <div style="background-color: yellow; height: 15px; width: 100%;"></div>			
4a. UEI <div style="background-color: yellow; height: 15px; width: 100%;"></div>	4b. EIN <div style="background-color: yellow; height: 15px; width: 100%;"></div>	5. Recipient Account Number or Identifying Number (To report multiple grants, use FFR Attachment) <div style="background-color: yellow; height: 15px; width: 100%;"></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="background-color: yellow; height: 15px; width: 100%;"></div> To: <div style="background-color: yellow; height: 15px; width: 100%;"></div>	9. Reporting Period End Date <div style="background-color: yellow; height: 15px; width: 100%;"></div>
<b>10. Transactions</b>			Cumulative
<i>(Use lines a-c for single or multiple grant reporting)</i>			
<b>Federal Cash (To report multiple grants, also use FFR attachment):</b>			
a. Cash Receipts			0.00
b. Cash Disbursements			0.00
c. Cash on Hand (line a minus b)			0.00
<i>(Use lines d-o for single grant reporting)</i>			
<b>Federal Expenditures and Unobligated Balance:</b>			
d. Total Federal funds authorized			0.00
e. Federal share of expenditures			0.00
f. Federal share of unliquidated obligations			0.00
g. Total Federal share (sum of lines e and f)			0.00
h. Unobligated balance of Federal Funds (line d minus g)			0.00
<b>Recipient Share:</b>			
i. Total recipient share required			0.00
j. Recipient share of expenditures			0.00
k. Remaining recipient share to be provided (line i minus j)			0.00
<b>Program Income:</b>			
l. Total Federal program income earned			0.00
m. Program Income expended in accordance with the deduction alternative			0.00
n. Program Income expended in accordance with the addition alternative			0.00
o. Unexpended program income (line l minus line m and line n)			0.00



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"/>
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"/>						
<b>13. Certification:</b> 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
<b>Cover Information</b>		
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 Attachment</i> . <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

Revised 6/28/2010

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 <i>FFR</i> . 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	<b>Transactions</b> 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.	
<b>Federal Cash (To report multiple grants, also use <i>FFR</i> Attachment)</b>		
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.
<b>Federal Expenditures and Unobligated Balance:</b> 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.
<b>Recipient Share:</b> 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.
<b>Program Income:</b> 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	<b>Indirect Expense:</b> 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.
<b>Remarks, Certification, and Agency Use Only</b>		
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.

<b>FFR Number</b>	<b>Reporting Item</b>	<b>Instructions</b>
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.