

CONTRACTOR CORP

CONTRACT NO. AT(04-3)-269

BETWEEN

UNITED STATES ATOMIC ENERGY COMMISSION

AND

CITY AND COUNTY OF SAN FRANCISCO

075424

ARTICLE I - Definitions

- II - Scope of Contract
- III - Term of Contract
- IV - Service Specifications
- V - Government's Facilities
- VI - Use of Contractor's Premises
- VII - Continuity of Service and Consumption
- VIII - Measurement of Water
- IX - Meter Test
- X - Rates and Charges
- XI - Public Regulation and Change of Rates
- XII - Payments
- XIII - Compliance with Applicable Laws
- XIV - Notice of Non-Responsibility
- XV - Liability
- XVI - Transfer of Contract and Assignment of Claim
- XVII - Conflicts
- XVIII - Limit of Government's Obligations
- XIX - Nondiscrimination in Employment
- XX - Officials Not to Benefit
- XXI - Covenant Against Contingent Fees
- XXII - Renegotiation
- XXIII - Examination of Records

CONTRACT NO. AT(04-3)-269

XXIV - Safety, Health and Fire Protection

XXV - Disputes

XXVI - Content of Contract

EXHIBIT A - Service Description

B - Property Description

C - Rate Schedule for Water Service

CONTRACT NO. AT(04-3)-269

AGREEMENT BETWEEN
UNITED STATES ATOMIC ENERGY COMMISSION
SAN FRANCISCO OPERATIONS OFFICE
AND
CITY AND COUNTY OF SAN FRANCISCO
FOR PRIMARY WATER SERVICE

This CONTRACT, entered into as of this 27 day of JUNE, 1960, by and between the UNITED STATES OF AMERICA (hereinafter called the "Government"), acting through the UNITED STATES ATOMIC ENERGY COMMISSION (hereinafter called the "Commission"), and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation organized and existing under the laws of the State of California, acting through its PUBLIC UTILITIES COMMISSION (hereinafter called the "Contractor").

WITNESSETH THAT:

WHEREAS, the Commission finds that the common defense and security require the furnishing of water for its Site hereinafter more particularly described; and

WHEREAS, the Contractor is willing to furnish such water; and

WHEREAS, the Commission finds that the Contractor is best qualified to perform such services, all relevant factors considered; and

WHEREAS, the Commission certifies that this negotiated contract is authorized by and executed under the Atomic Energy Act of 1954 in the interest of the common defense and security;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

ARTICLE I - DEFINITIONS

As used in this contract:

- (a) The term "Contracting Officer" means the person executing this contract on behalf of the Government and includes his successors or any duly authorized representative of any such person.
- (b) The term "Commission" means the United States Atomic Energy Commission or any duly authorized representative thereof, including the Contracting Officer except for the purpose of deciding an appeal under the article entitled "Disputes."

CONTRACT June 27, 1960
(executed copy)

117427

AGREEMENT BETWEEN
UNITED STATES ATOMIC ENERGY COMMISSION
SAN FRANCISCO OPERATIONS OFFICE
AND
CITY AND COUNTY OF SAN FRANCISCO
FOR PRIMARY WATER SERVICE

This CONTRACT, entered into as of this 27 day of JUNE, 1960, by and between the UNITED STATES OF AMERICA (hereinafter called the "Government"), acting through the UNITED STATES ATOMIC ENERGY COMMISSION (hereinafter called the "Commission"), and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation organized and existing under the laws of the State of California, acting through its PUBLIC UTILITIES COMMISSION (hereinafter called the "Contractor").

WITNESSETH THAT:

WHEREAS, the Commission finds that the common defense and security require the furnishing of water for its Site hereinafter more particularly described; and

WHEREAS, the Contractor is willing to furnish such water; and

WHEREAS, the Commission finds that the Contractor is best qualified to perform such services, all relevant factors considered; and

WHEREAS, the Commission certifies that this negotiated contract is authorized by and executed under the Atomic Energy Act of 1954 in the interest of the common defense and security;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

ARTICLE I - DEFINITIONS

As used in this contract:

- (a) The term "Contracting Officer" means the person executing this contract on behalf of the Government and includes his successors or any duly authorized representative of any such person.
- (b) The term "Commission" means the United States Atomic Energy Commission or any duly authorized representative thereof, including the Contracting Officer except for the purpose of deciding an appeal under the article entitled "Disputes."

- .(c) The term "Contractor" means the City and County of San Francisco, acting through its Public Utilities Commission, or any duly authorized representative thereof, including the General Manager and Chief Engineer of the Hetch Hetchy Water Supply, Power and Utilities Engineering Bureau.

ARTICLE II - SCOPE OF CONTRACT

Subject to the terms and conditions hereinafter set forth, the Contractor shall sell and deliver to the Government and the Government shall purchase and receive from the Contractor all water service (hereinafter called "service") requested by the Government from the Contractor in the location described in Exhibit A, attached hereto (hereinafter called the "service location").

ARTICLE III - TERM OF CONTRACT

This contract shall continue in effect for the period from the effective date hereof through the 30th day of June next succeeding, and subject to the availability of appropriations, thereafter until terminated by the Government, at any time, upon thirty days' notice; and provided, that the bimonthly charges specified in this contract shall be equitably prorated for the billing period in which termination of this contract shall become effective.

ARTICLE IV - SERVICE SPECIFICATIONS

- (a) The water to be furnished by the Contractor under this contract shall be delivered to the Government at the point of delivery as indicated in Exhibit A, attached hereto, at the available pressure carried in the Contractor's aqueduct at that point. It is understood that said pressure is subject to variation with the operation of the Contractor's aqueduct and that the Contractor shall not be responsible for any effect of such variation on the water service to the Government.
- (b) The water, when delivered at the above location, shall be potable and suitable for domestic use and shall meet the requirements of the State of California Health and Safety Code, with respect to public domestic water supply.

ARTICLE V - GOVERNMENT'S FACILITIES

- (a) The Government at its expense will furnish, install, construct, operate and maintain all supply lines, pumps, and other facilities it may require (hereinafter collectively referred to as "facilities") to transmit and distribute all water received by it at the place of delivery. All such facilities shall be and remain the sole property of the Government and shall be subject to the provisions of Article VI - Use of Contractor's Premises.

- (b) Prior to the construction or installation of any structure or facility by the Government or any of its agents on any property, right-of-way, or easement of which title or rights are vested in the Contractor, or in or adjacent to the tunnel, shaft, or crosscut of the Contractor's aqueduct, detail plans and specifications of such structures and facilities, and the proposed construction procedures and safety precautions to be followed, shall be submitted to the Contractor for written approval. No construction of such structures or facilities shall commence prior to the receipt of such approval.

ARTICLE VI - USE OF CONTRACTOR'S PREMISES

- (a) For the purpose of access, installing, constructing, operating, and maintaining necessary supply lines, pumps, and other facilities of the water supply system of the Government required to be located on Contractor's premises, permit is hereby granted to the Government, free of any rental or similar charge, to occupy and utilize property or premises of the Contractor as described in Exhibit B, attached hereto. This permit is granted subject to the following conditions:
- (1) This grant of permission does not constitute a deed or grant of an easement by the Contractor, and is not transferable or assignable. The grant shall be irrevocable until the termination of this contract and for a reasonable time thereafter sufficient to allow for the removal by the Government of its facilities. Upon the expiration of such reasonable time said grant shall be deemed to be revoked.
 - (2) The use of said property of the Contractor by the Government shall be limited solely to the purposes set forth by this permit, and no structures of any kind except those expressly permitted shall be erected or placed thereon.
 - (3) The Government shall at all times keep the Contractor's property in good and sightly condition, so far as it may be affected by the Government's operations hereunder.
 - (4) The Government shall, within a reasonable time after receipt of notice to do so, which notice is in no event to be given prior to the termination of this contract as provided in subparagraph (1) above, elect, with the consent of the Contractor, either (i) to abandon its facilities or any portion thereof, in which event title to said facilities shall vest in the Contractor immediately upon notification by the Government of its election to so abandon; or (ii) to alter or remove, at the expense of the Government such facilities or any portion thereof; provided, however, that in no

event shall any such abandonment, alteration or removal interfere with any pipe, pipe line, power line, hoist, or other structure now constructed by the Contractor or with any operation of the Contractor, or with any uses by the Contractor of the land and structures affected hereby. Within a reasonable time after such abandonment, alteration, or removal, the Government at its expense shall restore the premises to their original condition, in a manner consistent with such abandonment, alteration or removal, to the reasonable satisfaction of the Contractor. In lieu of such abandonment, alteration, or removal, the Government may, with the consent of the Contractor, elect to pay to the Contractor a reasonable amount to cover any expenses reasonably expected to accrue to the Contractor as a result of any interference with the Contractor's property, operations, or use of the land and structures affected hereby.

- (5) All work performed by the Government under this permit shall be strictly in conformance with the safety orders of the California State Division of Industrial Safety and other pertinent Federal and State regulations.
- (6) A minimum of maintenance work is performed on the Contractor's private access road to Mocho Shaft. Any additional maintenance or construction work on said road which may be required for its use by the Government for Government's access and operations under the contract shall be performed by the Government at its expense and subject to the approval of the Contractor.
- (7) Authorized representatives of the Government, its Contractors and subcontractors, will be allowed access to the facilities of the Government at suitable times to perform the obligations of the Government with respect to such facilities.

ARTICLE VII - CONTINUITY OF SERVICE AND CONSUMPTION

- (a) The Contractor shall use all reasonable diligence in providing a constant and uninterrupted supply of water, but the Contractor shall not be liable to the Government hereunder, nor shall the Government be liable to the Contractor hereunder by reason of failure of the Contractor to deliver or the Government to receive water as the result of fire, strike, riot, explosion, flood, earthquake, accident, breakdown, temporary interruptions due to normal operations, acts of God or the public enemy, or other acts beyond the control of the party affected; it being the intention of each party to relieve the other of the obligation to supply water or to receive and pay for water when, as a result of any of the above-mentioned causes, either party may be unable to deliver or use in whole or in part, the water herein contracted to be delivered and received. This section shall

not be construed to relieve the Government of liability for payment of water delivered at the meter but not beneficially used.

- (b) The Contractor shall have the right at any and all times, to shut off the water from its aqueduct for the purpose of making inspections, repairs, extensions, alterations, or for any other purpose necessary or desirable for the proper operation and maintenance of the aqueduct. It is understood that such a shutdown may involve a period of many weeks and that it will be the responsibility of the Government to safeguard its supply by providing adequate storage facilities or an alternate source of supply.
- (c) So far as possible, reasonable notice shall be given by the Government of any major change in the rate of the quantity of water to be taken at the point of delivery; and by the Contractor of any scheduled or emergency shutdown of its aqueduct.

ARTICLE VIII - MEASUREMENT OF WATER

- (a) The water supplied hereunder shall be measured by suitable metering equipment of standard manufacture, to be furnished, installed, maintained, and calibrated by the Contractor at its expense. All such equipment shall be and remain the property of the Contractor. When more than a single meter is installed in a battery, the readings thereof shall be billed conjunctively. A standby emergency meter shall be installed for emergency demand or for by-pass maintenance operation. No service charge shall be made for standby emergency meter.
- (b) The Contractor shall read said meters at its expense and, as far as possible, shall read all meters at periodic intervals of approximately sixty-one (61) days. The service charge based on meter readings of less than fifty-seven (57) days or more than sixty-five (65) days, shall be prorated on the basis of an average bimonthly period of sixty-one (61) days.
- (c) In the event any meter fails to register or registers incorrectly, a daily average will be obtained from the reading of such meter taken for the previous period, when the meter was shown to be operating correctly, or from the reading of a new meter known to be correct, installed in its place, or from other information which shall reveal a fair daily average, and this daily average shall be used as a basis of payment for the period that such meter was out of order, the length of such period to be determined by agreement between the parties. When it becomes known to the Contractor that any meter fails to register, or registers incorrectly, the Contractor shall thereupon take the necessary corrective steps.

ARTICLE IX - METER TEST

- (a) At the written request of the Government, the Contractor shall make tests in the presence of Government representatives of any or all meters installed by the Contractor. The cost, if any, of such tests shall be borne by the Government if the percentage of error is found to be not more than two (2) percent slow or fast. No meter shall be placed in service or allowed to remain in service which has an error in registration in excess of two (2) percent under normal operating conditions.
- (b) If upon test, any meter shall be found to register slow or fast in excess of said two (2) percent, corrections shall accordingly be made in the amount charged for water passing through such meter, but no such correction shall extend beyond twelve (12) months previous to the day on which such inaccuracy is discovered by said test.

ARTICLE X - RATES AND CHARGES

- (a) For all service furnished under this contract at the service location, the Government shall pay the Contractor in accordance with rate schedule for water service as established by the Public Utilities Commission of San Francisco, applicable outside the limits of the City and County of San Francisco, effective January 1, 1960, which is attached hereto as Exhibit C and is part hereof; subject to the provisions of Article XI herein. No reduction in those rates will be made by the Contractor because of the cost to the Government of raising water from the Contractor's aqueduct tunnel. The Government will be held responsible for payment for all water passing through the Contractor's meters, whether the water has been beneficially used by Government or lost through leakage in its supply lines or fixtures.
- (b) If the Contractor should fail to provide a constant and uninterrupted supply of water at the point of delivery for a continuous period of more than forty-eight (48) hours during any bimonthly period hereunder, the service charge specified in Exhibit C hereof shall be prorated for such bimonthly period on the basis of an average bimonthly period of sixty-one (61) days.

ARTICLE XI - PUBLIC REGULATION AND CHANGE OF RATES

Service furnished under this contract shall be subject to regulation in the manner and to the extent prescribed by the Charter of the City and County of San Francisco in conferring jurisdiction in the Public Utilities Commission of the City and County of San Francisco for the regulation and fixation of rates.

If during the term of this contract the said Public Utilities Commission fixes rates that are higher or rates that are lower than those stipulated herein for like conditions of service, the Contractor agrees to continue to furnish service as stipulated in this contract and the Government agrees to pay for such service at the higher or lower rates from and after the date when such rates are made effective.

ARTICLE XII - PAYMENTS

Payments for the service furnished hereunder shall be made bimonthly (not in advance) upon submission of properly certified invoices rendered by the Contractor to the Commission. Such invoices shall contain statements of the meter readings at the beginning and the end of the bimonthly period, bimonthly consumption, and such other pertinent data as shall be required by the Government. All bills for service furnished hereunder shall be paid by the Government without penalty or interest.

ARTICLE XIII - COMPLIANCE WITH APPLICABLE LAWS

- (a) This contract is subject to the conditions set forth in Public Act No. 41 of this 63rd Congress, Second Session (known as the Raker Act) and any limitations in the appropriative water rights acquired by the City under the laws of the State of California.
- (b) The Government shall not, directly or indirectly sell, sublease, assign, or otherwise dispose of any part of the water service provided hereunder. It is agreed that the Government may furnish water service without charge to its agents, contractors, and subcontractors, and for the various activities at the premises to be served as described in Exhibit A, attached hereto, which by law or Atomic Energy Commission Regulations the Government may engage or establish and maintain.

ARTICLE XIV - NOTICE OF NONRESPONSIBILITY

Except in instances of emergency requiring immediate work, the Government agrees that it will notify Contractor at least ten days before starting any construction work, repairs or alterations on any property, right-of-way, or easement of which title or rights are vested in the Contractor, in order that Contractor may post appropriate notices of nonresponsibility. The Government shall at all times permit such notices to remain posted for the time required by law.

ARTICLE XV - LIABILITY

- (a) Subject to the availability of funds, the Government shall indemnify and hold harmless the Contractor and all officers, servants, agents and employees of the Contractor from any loss or liability to third persons arising from any property damage, personal injury or death due directly or indirectly to the operations of the Government or uses of Contractor's property by the Government or its agents under this contract.
- (b) The Government shall be held liable for any and all damages to the water meters and other property of the Contractor which may be wilfully caused by or result from carelessness or negligence on the part of the Government or its agents or employees.
- (c) The Contractor shall be liable for any damage caused to the property of the Government from any wilful or negligent act or omission of the Contractor or any of its officers, servants, agents, or employees.

ARTICLE XVI - TRANSFER OF CONTRACT AND ASSIGNMENT OF CLAIM

Neither this contract nor any interest herein nor any claim arising hereunder shall be transferred or assigned by the Contractor to any party or parties without the prior written consent of the Government.

ARTICLE XVII - CONFLICTS

To the extent of any inconsistency between the provisions of this contract and any schedule, rider or exhibit incorporated in this contract by reference, or any of the Contractor's rules and regulations, the provisions of this contract shall control.

ARTICLE XVIII - LIMIT OF GOVERNMENT'S OBLIGATIONS

All obligations of the Government under this contract shall be subject to the availability of appropriations therefor.

ARTICLE XIX - NONDISCRIMINATION IN EMPLOYMENT

- (a) In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color or national origin. The aforesaid provision shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of the nondiscrimination clause.
- (b) The Contractor further agrees to insert the foregoing provision in all subcontracts hereunder, except (1) subcontracts for standard commercial supplies or raw materials; (2) subcontracts to be performed outside the United States where no recruitment of workers within the limits of the United States is involved; (3) purchase orders on pocket size forms similar to U. S. Standard Form 44; and (4) subcontracts to meet other special requirements or emergencies, if recommended by the Committee on Government Contracts. In the case of purchase orders hereunder which do not exceed \$5,000, the last sentence of paragraph (a) above may be omitted.

ARTICLE XX - OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

ARTICLE XXI - COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding

for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXII - RENEGOTIATION

If this contract is subject to the Renegotiation Act of 1951, as amended, the following provisions shall apply:

- (a) This contract is subject to the Renegotiation Act of 1951, as amended (65 Stat. 7; P.L. 764, 83rd Congress) and shall be deemed to contain all the provisions required by section 104 of said Act.
- (b) The Contractor agrees to insert the provisions of this article, including this paragraph (b) in all subcontracts specified in section 103(g) of the Renegotiation Act of 1951; provided that the Contractor shall not be required to insert the provisions of this article in any sub-contract exempted by or pursuant to section 106 of the Renegotiation Act of 1951, as amended.

ARTICLE XXIII - EXAMINATION OF RECORDS

- (a) The Contractor agrees that the Commission and the Comptroller General of the United States or any of their duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers and records of the contractor involving transactions related to this contract until the expiration of three years after final payment under this contract unless the Commission authorizes their prior disposition.
- (b) The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor involving transactions related to the subcontract until the expiration of three years after final payment under this contract unless the Commission authorizes their prior disposition. The term "subcontract" as used herein means any purchase order or agreement to perform all or any part of the work or to make or furnish any materials required for the performance of this contract, but does not include (1) purchase orders not exceeding \$2,500 (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public, or (3) subcontracts or purchase orders for general inventory items not specifically identifiable with the work under this contract.
- (c) Nothing in this contract shall be deemed to preclude an audit by the General Accounting Office of any transaction under this contract.

ARTICLE XXIV - SAFETY, HEALTH AND FIRE PROTECTION

The Contractor shall take all reasonable precautions in the performance of the work under this contract to protect the health and safety of employees and of members of the public and to minimize danger from all hazards of life and property, and shall comply with all health, safety and fire protection regulations and requirements (including reporting requirements) of the Commission. In the event that the Contractor fails to comply with said regulations or requirements of the Commission, the Contracting Officer may without prejudice to any other legal or contractual rights of the Commission, issue an order stopping all or any part of the work; thereafter a start order for resumption of work may be issued at the discretion of the Contracting Officer. The Contractor shall make no claim for an extension of time or for compensation or damages by reason of or in connection with such work stoppage.

ARTICLE XXV - DISPUTES

- (a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Commission. The decision of the Commission or its duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.
- (b) This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in paragraph (a) above; provided, that nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

ARTICLE XXVI - CONTENT OF CONTRACT

This contract consists of this document and Exhibits A, B and C attached hereto and by this reference made a part hereof as though set forth herein at length.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written.

APPROVED:

Robert C. Kirkwood
(Manager of Utilities)

THE UNITED STATES OF AMERICA

By J. E. Armstrong
Engineering Division
San Francisco Operations Office
U.S. Atomic Energy Commission

RECOMMENDED:

John L. Conrad
(General Manager and Chief Engineer
Hetch Hetchy Water Supply
Power and Utilities Engineering
Bureau)

THE CITY AND COUNTY OF SAN FRANCISCO
BY ITS PUBLIC UTILITIES COMMISSION

Joseph M. ...
(President and Commissioner)
Robert ...
(Vice-President and Commissioner)

APPROVED AS TO FORM:
Dion R. Holm
City Attorney

...
(Commissioner)
...
(Commissioner)

By Thomas M. O'Connell
(Public Utilities Counsel)

...
(Commissioner)

...
BUREAU OF UTILITIES

CERTIFICATE

I, Robert C. Kirkwood, certify that I am Manager of Utilities of the City and County of San Francisco, named as Contractor in the foregoing contract; that the members of the Public Utilities Commission of the City and County of San Francisco have duly signed and executed said contract for and on behalf of said Contractor as duly authorized by law and by the Charter of the City and County of San Francisco and that said contract is within the scope of the corporate powers of the City and County of San Francisco, a Municipal Corporation duly organized and existing under and by virtue of the laws of the State of California.

(CORPORATE SEAL)

Robert C. Kirkwood
(Manager of Utilities)

ATTEST:

Robert T. ...
(Clerk of the Board of Supervisors
of the City and County of San Francisco)

EXHIBIT A
SERVICE DESCRIPTION

1. PREMISES TO BE SERVED.

The premises to be served under the contract include the facilities at the Commission's site, located to the north and south of East Avenue approximately three miles east of Livermore, California.

2. SERVICE LOCATION.

As referred to in contract, the service location is on property owned in fee by the City and County of San Francisco, at an adjacent to what is known as "Mocho Shaft" of the Coast Range Tunnel of the Hetch Hetchy Aqueduct. Location of "Mocho Shaft" is on Mendenhall Springs Quadrangle:

Longitude 121° 39' 40" W

Latitude 37° 36' 10" N

3. POINT OF DELIVERY.

The point of delivery at which the Contractor shall deliver water to the Government under the contract, is the point in the Coast Range Tunnel of the Hetch Hetchy Aqueduct adjacent to "Mocho Shaft" at an elevation of approximately 364 feet, to which the Government will furnish the necessary supply lines and connection.

4. ESTIMATED SERVICE REQUIREMENTS.

Normal:	1960	350,000 gallons per day (average)
	1970	500,000 gallons per day (average)
Emergency:	(Fire)	1,500,000 gallons per day (maximum)

5. METER REQUIREMENTS.

Normal rate of flow	600 gpm
Maximum rate of flow	1200 gpm
Maximum pressure	150 psi

6. METERING LOCATION.

Metering equipment for measuring the water supplied under the contract shall be located in the Government's supply line at a point mutually agreed upon by the Government and the Contractor.

EXHIBIT B

DESCRIPTION OF THE CONTRACTOR'S PROPERTY FOR WHICH PERMIT IS

GRANTED TO THE GOVERNMENT TO OCCUPY AND UTILIZE

UNDER THE TERMS OF THE CONTRACT

1. The Contractor's private road extending from Alameda County Road No. 3333 to Mocho Shaft of the Contractor's Coast Range Tunnel, being Hetch Hetchy Water Supply Parcel Nos. 1305(1) and 1303(2), all as shown on Hetch Hetchy Water Supply Drawing No. C-658.
2. That portion of Mocho Shaft site known as Hetch Hetchy Water Supply Parcel No. 1303(1), all as shown on Hetch Hetchy Water Supply Drawing No. C-923.
3. The following structures owned by the Contractor and located on Hetch Hetchy Water Supply Parcel No. 1303(1):
 - a. Tunnel access shaft, approximately 820 feet in depth.
 - b. Underground tunnel station and cross-cut leading from said station to Contractor's Coast Range Tunnel.

EXHIBIT C

RATE SCHEDULE FOR WATER SERVICE

As established by the

Public Utilities Commission of San Francisco

APPLICABLE OUTSIDE THE LIMITS OF THE CITY AND COUNTY OF SAN FRANCISCO

Effective January 1, 1960

SCHEDULE W-21. RESIDENTIAL, COMMERCIAL, INDUSTRIAL AND GENERAL USES.

Bills for all metered services, excepting fire, Palo Alto pipe line and resale services, shall consist of:

FIRST: A SERVICE CHARGE based on the size of meter. For two month (bi-monthly) billing the charge shall be twice the amounts shown:

5/8 in.	\$0.80	2 in.	\$ 5.70	8 in.	\$50.80
3/4 in.	1.30	3 in.	10.20	10 in.	73.00
1 in.	1.90	4 in.	15.90	12 in.	101.60
1-1/2 in.	3.20	6 in.	31.80	16 in.	203.20

The service charge for a battery of meters installed on one service in lieu of one meter or for a special type of meter shall be based on the size of single or multiple standard type meters of equivalent capacity.

SECOND: A CHARGE FOR WATER DELIVERED based on one month meter readings:

For the first	3,300 cubic feet	30.5 cents per 100 cu. ft.
For the next	30,000 cubic feet	26.7 cents per 100 cu. ft.
For the next	300,000 cubic feet	21.2 cents per 100 cu. ft.
For all over	333,300 cubic feet	15.0 cents per 100 cu. ft.

OR SECOND: A CHARGE FOR WATER DELIVERED based on two month (bi-monthly) meter readings:

For the first	6,600 cubic feet	30.5 cents per 100 cu. ft.
For the next	60,000 cubic feet	26.7 cents per 100 cu. ft.
For the next	600,000 cubic feet	21.2 cents per 100 cu. ft.
For all over	666,600 cubic feet	15.0 cents per 100 cu. ft.

MINIMUM BILLING: In application of the above rates, minimum bills for each size of meter shall be the applicable service charge plus the charge for the following minimum quantities of water. For two month (bi-monthly) billing the minimum quantities shall be twice those shown:

5/8 in.	0 cu.ft.	2 in.	2,800 cu.ft.	8 in.	25,400 cu.ft.
3/4 in.	0 cu.ft.	3 in.	5,100 cu.ft.	10 in.	36,500 cu.ft.
1 in.	900 cu.ft.	4 in.	7,900 cu.ft.	12 in.	50,800 cu.ft.
1-1/2 in.	1,600 cu.ft.	6 in.	15,900 cu.ft.	16 in.	101,600 cu.ft.

PUBLIC UTILITIES COMMISSION
CITY AND COUNTY OF SAN FRANCISCO
RESOLUTION NO. 443

RESOLVED, That this Commission approves and hereby authorizes the Manager of Utilities, for and on behalf of the City and County of San Francisco, acting through its Public Utilities Commission, to execute that certain Contract No. AT(04-3)-269, between United States Atomic Energy Commission and City and County of San Francisco, providing for sale and delivery of water to the United States Atomic Energy Commission at Livermore, California.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission

at its meeting of JULY 19, 1960

W. H. Sullivan
Acting

Secretary

443

MODIFICATION NO. 1
SUPPLEMENTAL AGREEMENT TO
CONTRACT NO. AT(04-3)-269

SUPPLEMENTAL AGREEMENT

This SUPPLEMENTAL AGREEMENT is entered into this 30th day of June, 1964, effective as of April 20, 1964, between the UNITED STATES OF AMERICA (hereinafter called the "Government"), acting through the UNITED STATES ATOMIC ENERGY COMMISSION (hereinafter called the "Commission"), and the CITY AND COUNTY OF SAN FRANCISCO (hereinafter called the "Contractor"), a municipal corporation organized and existing under and by virtue of the laws of the State of California, acting through its PUBLIC UTILITIES COMMISSION.

WITNESSETH THAT:

WHEREAS, the parties desire to revise the provision of the contract entitled "NONDISCRIMINATION IN EMPLOYMENT" to conform with Executive Order 11114, dated June 22, 1963.

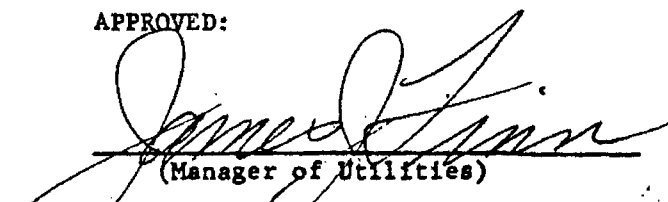
NOW, THEREFORE, Contract No. AT(04-3)-269 is modified in the following particular, but in no other:

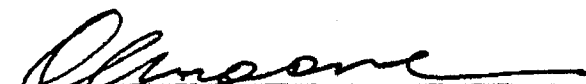
There is substituted for ARTICLE XIX - NONDISCRIMINATION IN EMPLOYMENT the revised text as set forth in Exhibit 1 to this Modification No. 1 attached hereto and made a part hereof.

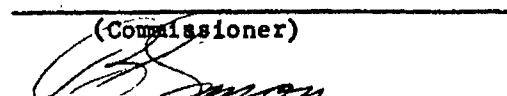
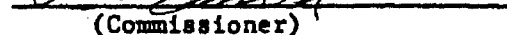
Except as herein provided, all the terms and conditions of Contract No. AT(04-3)-269, as amended, shall continue in full force and effect.

IN WITNESS WHEREOF, the Government and the Contractor have caused this Supplemental Agreement to be executed, intending to be legally bound thereby.

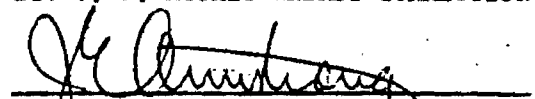
APPROVED:


(Manager of Utilities)
RECOMMENDED:


(General Manager and Chief Engineer
Hetch Hetchy Water Supply
Power and Utilities Engineering
Bureau)


(Commissioner)

(Commissioner)

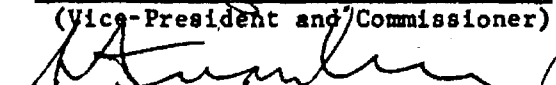
UNITED STATES OF AMERICA
BY: U. S. ATOMIC ENERGY COMMISSION


J. E. Armstrong, Director
Engineering Division
San Francisco Operations Office
Contracting Officer

THE CITY AND COUNTY OF SAN FRANCISCO
BY ITS PUBLIC UTILITIES COMMISSION


(President and Commissioner)


(Vice-President and Commissioner)


(Commissioner)

APPROVED AS TO FORM:

~~THOMAS M. O'CONNOR~~ Thomas M. O'Connor
City Attorney

By: William F. Danner
(Public Utilities Counsel)

CERTIFICATE

I, James J. Finn, certify that I am Manager of Utilities of the City and County of San Francisco, named as Contractor in the foregoing contract; that the members of the Public Utilities Commission of the City and County of San Francisco have duly signed and executed said contract for and on behalf of said Contractor as duly authorized by law and by the Charter of the City and County of San Francisco and that said contract is within the scope of the corporate powers of the City and County of San Francisco, a Municipal Corporation duly organized and existing under and by virtue of the laws of the State of California.

CORPORATE SEAL

James J. Finn
(Manager of Utilities)

ATTEST:

Philip P. Engler
(Clerk of the Board of Supervisors
of the City and County of San Francisco)

NONDISCRIMINATION IN EMPLOYMENT - During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.
- (b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
- (c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The Contractor will comply with all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.
- (e) The Contractor will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, as amended, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said

7/24/63

7-446

rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

- (g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order No. 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

7/24/63

17:447

CONTRACTOR COPY

EXECUTED COPY

MODIFICATION NO. 2
SUPPLEMENTAL AGREEMENT TO
CONTRACT NO. AT(04-3)-269

SUPPLEMENTAL AGREEMENT

This SUPPLEMENTAL AGREEMENT is entered into this 16th day of January, 1969, effective October 28, 1968, between the United States of America (hereinafter called the "Government"), acting through the United States Atomic Energy Commission (hereinafter called the "Commission"), and the City and County of San Francisco, a municipal corporation organized and existing under the laws of the State of California, acting through its PUBLIC UTILITIES COMMISSION (hereinafter called the "Contractor").

WITNESSETH THAT:

WHEREAS, the parties desire to provide for an increased supply of water to the Government under this contract and to revise certain of the contract terms and conditions, all as hereinafter more fully set forth; and

WHEREAS, the Commission certifies that this negotiated modification to the contract is authorized by and executed under Section 302(c)(15) of the Federal Property and Administrative Services Act of 1949, as amended, and Section 31c of the Atomic Energy Act of 1954, as amended;

NOW, THEREFORE, the parties hereto agree that Contract No. AT(04-3)-269 shall be amended as follows:

1. There is added to ARTICLE I - DEFINITIONS, the following as a new subparagraph (d):

"(d) Except as otherwise provided in this contract, the term "subcontract" includes purchase orders under this contract."

2. ARTICLE III - TERM OF CONTRACT, is amended to read as follows:

"(a) This agreement shall remain in force and effect for the period from June 27, 1960 through June 30, 1969, and thereafter may be extended at the option of the Government on a year-to-year basis by the Government giving written notice to the Contractor on or before March 31 of its intention to renew for the following fiscal year. In the event the Government fails at any time or times to give notice of intention to renew, this agreement shall not expire until ten days following receipt by the Government of written notice from Contractor specifying a termination date for service and this agreement shall be renewed as if such notice of intention to renew had been timely given by March 31, if within such ten-day period Government gives written notice to the Contractor of its election to renew.

(b) The Government may terminate this agreement at any time upon giving thirty-days' notice to the Contractor of its decision to terminate, in which case charges for service under this contract shall be equitably prorated for the billing period in which termination of this contract shall become effective."

3. So much of ARTICLE X - RATES AND CHARGES, as reads "effective January 1, 1960" is changed to read "effective May 1, 1962" and there is substituted for Exhibit C dated January 1, 1960, a revised Schedule C, dated May 1, 1962.
4. ARTICLE XIX - NONDISCRIMINATION IN EMPLOYMENT, as amended, is retitled and further amended to read:

"ARTICLE XIX - EQUAL OPPORTUNITY

(The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR, ch. 60).)

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States."

5. ARTICLE XXI - COVENANT AGAINST CONTINGENT FEE is amended to read:

"The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee."

6. ARTICLE XXII - RENEGOTIATION is amended to read:

"If this contract is subject to the Renegotiation Act of 1951, as amended, the following provisions shall apply:

- (a) This contract is subject to the Renegotiation Act of 1951, (50 U.S.C. App. 1211, et seq.), as amended, and to any subsequent act of Congress providing for the renegotiation of contracts. Nothing contained in this Article shall impose any renegotiation obligation with respect to this contract or any subcontract hereunder which is not imposed by an act of Congress heretofore or hereafter enacted. Subject to the foregoing, this contract shall be deemed to contain all the provisions required by section 104 of the Renegotiation Act of 1951, and by any such other act, without subsequent contract amendment specifically incorporating such provisions.
- (b) The Contractor agrees to insert the provisions of this Article, including this paragraph (b), in all subcontracts, as that term is defined in section 103g of the Renegotiation Act of 1951, as amended."

7. ARTICLE XXIII - EXAMINATION OF RECORDS is amended to read:

- "(a) The Contractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this contract.
- (b) The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract. The term "subcontract" as used in this Article excludes (i) purchase orders not exceeding \$2,500 and (ii) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.
- (c) Nothing in this contract shall be deemed to preclude an audit by the General Accounting Office of any transaction under this contract."

8. ARTICLE XXIV - SAFETY, HEALTH AND FIRE PROTECTION, is deleted and there is substituted therefor a new Article XXIV reading as follows:

"ARTICLE XXIV - CONVICT LABOR

In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment at hard labor."

9. Paragraphs 4 and 5 of Exhibit A are amended to read as follows:

"4. Estimated Service Requirements

normal	1960	350,000 gallons per day (average)
	1970	750,000 gallons per day (average)
	1975	1,000,000 gallons per day (average)
emergency	(fire)	1,500,000 gallons per day (maximum)

5. Meter Requirements

normal rate of flow	1350 gpm
maximum rate of flow	2000 gpm
maximum pressure	150 psi"

Except as hereinabove provided, all terms and conditions of Contract No. AT(04-3)-269 shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this SUPPLEMENTAL AGREEMENT as of day and year first above written.

APPROVED AS TO FORM:

Thomas M. O'Connor
City Attorney

By: William F. Damm
Public Utilities Counsel

THE UNITED STATES OF AMERICA

BY: [Signature]

San Francisco Operations Office
U. S. Atomic Energy Commission

THE CITY AND COUNTY OF SAN FRANCISCO
BY ITS PUBLIC UTILITIES COMMISSION

BY: [Signature]

General Manager of Public Utilities

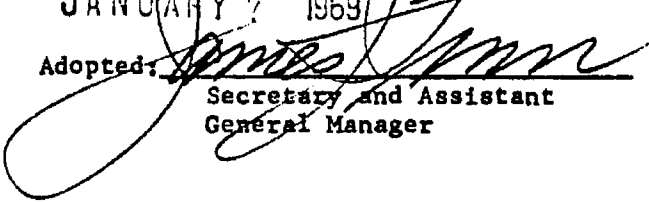
I, James K. Carr, certify that I am General Manager of Public Utilities of the City and County of San Francisco, named as Contractor in the foregoing contract; that I have duly signed and executed said contract for and on behalf of said Contractor as duly authorized by law and by the Charter of the City and County of San Francisco and that said contract is within the scope of the corporate powers of the City and County of San Francisco, a Municipal Corporation duly organized and existing under and by virtue of the laws of the State of California.


(General Manager of Public Utilities)

ATTEST:

Authorized by Public Utilities
Commissioner Resolution No. 82-0001

JANUARY 7 1969

Adopted: 

Secretary and Assistant
General Manager

EXHIBIT C

RATE SCHEDULE FOR WATER SERVICE

As established by the

Public Utilities Commission of San Francisco
APPLICABLE OUTSIDE THE LIMITS OF THE CITY AND COUNTY OF SAN FRANCISCO

Effective May 1, 1962

SCHEDULE W-21. RESIDENTIAL, COMMERCIAL, INDUSTRIAL AND GENERAL USES.

Bills for all metered services, excepting fire, Palo Alto pipe line and resale services, shall consist of:

FIRST: A SERVICE CHARGE based on the size of meter. For two month (bi-monthly) billing the charge shall be twice the amounts shown:

5/8 in.	\$0.80	2 in.	\$ 5.70	8 in.	\$50.80
3/4 in.	1.30	3 in.	10.20	10 in.	73.00
1 in.	1.90	4 in.	15.90	12 in.	101.60
1-1/2 in.	3.20	6 in.	31.80	16 in.	203.20

The service charge for a battery of meters installed on one service in lieu of one meter or for a special type of meter shall be based on the size of single or multiple standard type meters of equivalent capacity.

SECOND: A CHARGE FOR WATER DELIVERED based on one month meter readings:

For the first	3,300 cubic feet	29.2 cents per 100 cu. ft.
For the next	30,000 cubic feet	25.9 cents per 100 cu. ft.
For the next	300,000 cubic feet	21.0 cents per 100 cu. ft.
For the next	7,666,700 cubic feet	14.7 cents per 100 cu. ft.
For the next	8,000,000 cubic feet	14.3 cents per 100 cu. ft.
For all over	16,000,000 cubic feet	14.0 cents per 100 cu. ft.

OR SECOND: A CHARGE FOR WATER DELIVERED based on two month (bi-monthly) meter readings:

For the first	6,600 cubic feet	29.2 cents per 100 cu. ft.
For the next	60,000 cubic feet	25.9 cents per 100 cu. ft.
For the next	600,000 cubic feet	21.0 cents per 100 cu. ft.
For the next	15,333,400 cubic feet	14.7 cents per 100 cu. ft.
For the next	16,000,000 cubic feet	14.3 cents per 100 cu. ft.
For all over	32,000,000 cubic feet	14.0 cents per 100 cu. ft.

MINIMUM BILLING: In application of the above rates, minimum bills for each size of meter shall be the applicable service charge plus the charge for the following minimum quantities of water. For two month (bi-monthly) billing the minimum quantities shall be twice those shown:

5/8 in.	0 cu.ft.	2 in.	2,800 cu.ft.	8 in.	25,400 cu.ft.
3/4 in.	0 cu.ft.	3 in.	5,100 cu.ft.	10 in.	36,500 cu.ft.
1 in.	900 cu.ft.	4 in.	7,900 cu.ft.	12 in.	50,800 cu.ft.
1-1/2 in.	1,600 cu.ft.	6 in.	15,900 cu.ft.	16 in.	101,600 cu.ft.

PUBLIC UTILITIES COMMISSION

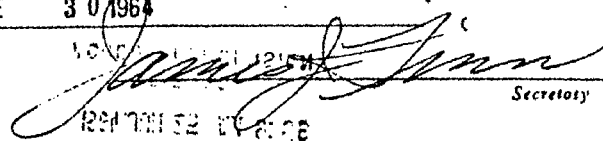
CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION No. 23074

WHEREAS certain clauses relating to fair employment practices are required in United States government contracts to comply with presidential Executive Orders, therefore be it

RESOLVED, That this Commission approves and hereby authorizes the General Manager of Public Utilities, for and on behalf of the City and County of San Francisco, acting through its Public Utilities Commission, to execute Modification No. 1 to that certain Contract No. AT(24-3)-269, between United States Atomic Energy Commission and City and County of San Francisco, providing for sale and delivery of water to the United States Atomic Energy Commission at Livermore, California.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission
at its meeting of JUNE 30 1964


Secretary

RECORDED & INDEXED

075455