

Supplement No. 1 to
Contracts No. 14-06-100-1005
1006
1007
1008
1009

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Boise Project

SUPPLEMENT TO REHABILITATION AND BETTERMENT CONTRACT

THIS AGREEMENT, Made this 6th day of November, 1956, by and among THE UNITED STATES OF AMERICA (hereinafter called the United States), acting through the Regional Director, Region 1, Bureau of Reclamation, (hereinafter called the Contracting Officer) and the BIG BEND IRRIGATION DISTRICT, the BOISE-KUNA IRRIGATION DISTRICT, the NAMPA & MERIDIAN IRRIGATION DISTRICT, the NEW YORK IRRIGATION DISTRICT and the WILDER IRRIGATION DISTRICT (hereinafter called the Districts), and the BOISE PROJECT BOARD OF CONTROL, the operating agency of the Districts, (hereinafter called the Board), their successors and assigns,

WITNESSETH, THAT:

2. WHEREAS, the United States has entered into contracts providing for the performance of rehabilitation and betterment work and for the repayment of the costs of such work with the Districts, the contracts being:

- 1) Big Bend Irrigation District (Contract No. 14-06-100-1005, dated June 18, 1956)
- 2) Boise-Kuna Irrigation District (Contract No. 14-06-100-1008, dated June 25, 1956)

- 3) Nampa & Meridian Irrigation District
(Contract No. 14-06-100-1007, dated
June 19, 1956)
- 4) New York Irrigation District (Contract No.
14-06-100-1009, dated June 25, 1956)
- 5) Wilder Irrigation District (Contract No.
14-06-100-1006, dated June 18, 1956); and

3. WHEREAS, pursuant to the Act of October 7, 1949 (63 Stat. 724) authority is granted to the Secretary of the Interior to contract with water users' organizations to provide for said organizations to perform rehabilitation and betterment work and be reimbursed by the United States from funds made available for such work; and

4. WHEREAS, the Districts, the Board and the United States have determined that part of the rehabilitation and betterment work contemplated by the contracts referred to in Article 2 above, should be undertaken by the Board and provision should be made for the United States to reimburse the Board for sums expended by it in the performance of said work; and

5. WHEREAS, the Districts and the United States desire to supplement the contracts referred to in Article 2 above to specifically authorize the performance of certain parts of the rehabilitation and betterment work by the Board;

NOW, THEREFORE, in consideration of the mutual and dependent stipulations and covenants herein contained, it is mutually agreed by and between the parties hereto as follows:

6. Subarticle 7(b) of each of the five contracts listed in Article 2 of this contract is hereby amended by adding at the end of the present Subarticle 7(b) the following two sentences:

"If the Districts and the United States conclude that a portion of the rehabilitation and betterment work contemplated by this contract could be more advantageously performed by the Boise Project Board of Control, acting as the agent of the Districts, the Board may be authorized, in accordance with the Act of October 7, 1949 (63 Stat. 724), to undertake such work within the cost limitations set out in Subarticle 7(c) and subject to the availability of funds by the execution of an agreement between the Districts, the Board and the United States describing the particular work to be undertaken and including a limitation on the expenditures to be made under the agreement. The form of agreement to be employed for this purpose is attached as 'Exhibit A' to this contract and the Regional Director, Region 1, Bureau of Reclamation is authorized to execute such 'Exhibit A' agreements on behalf of the United States."

7. Except as expressly amended in this contract, all the provisions of the contracts listed in Article 2 above shall remain in full force and effect.

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

THE UNITED STATES OF AMERICA

By /s/ Wm. H. Tuller
Acting Regional Director, Region 1
Bureau of Reclamation
P. O. Box 937, Boise, Idaho

BIG BEND IRRIGATION DISTRICT

(SEAL)

Attest:

/s/ H. R. Hatch
Secretary

By /s/ Joseph King
President

BOISE-KUNA IRRIGATION DISTRICT

(SEAL)

Attest:

/s/ W. C. Stevens
Secretary

By /s/ W. D. Reynolds
President

NAMPA & MERIDIAN IRRIGATION DISTRICT

(SEAL)

Attest:

/s/ Joseph C. Voight
Secretary

By /s/ Dan Barker
President

NEW YORK IRRIGATION DISTRICT

(SEAL)

Attest:

/s/ Chas. L. King
Secretary

By /s/ Louis Aldecoa
President

WILDER IRRIGATION DISTRICT

(SEAL)

By /s/ L. F. Chase
President

Attest:

/s/ Dorothy E. Bunton
Secretary

BOISE PROJECT BOARD OF CONTROL

(SEAL)

By /s/ Isaac Blickenstaff
Chairman

Attest:

/s/ W. J. Farrell
Secretary

EXHIBIT A

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Boise Project

CONTRACT FOR PERFORMANCE OF REHABILITATION AND
BETTERMENT WORK

THIS AGREEMENT, Made this day of , 1956, by and among THE UNITED STATES OF AMERICA (hereinafter called the United States), acting through the Regional Director, Region 1, Bureau of Reclamation, (hereinafter called the Contracting Officer) and the BIG BEND IRRIGATION DISTRICT, the BOISE-KUNA IRRIGATION DISTRICT, the NAMPA & MERIDIAN IRRIGATION DISTRICT, the NEW YORK IRRIGATION DISTRICT and the WILDER IRRIGATION DISTRICT (hereinafter called the Districts), and the BOISE PROJECT BOARD OF CONTROL, the operating agency of the Districts (hereinafter called the Board), their successors and assigns,

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3. WHEREAS, pursuant to the Act of October 7, 1949 (63 Stat. 724) authority is granted to the Secretary of the Interior to contract with water users' organizations to provide for said organizations to perform rehabilitation and betterment work and be reimbursed by the United States from funds made available for such work; and

4. WHEREAS, the Districts, the Board and the United States have determined that part of the rehabilitation and betterment work contemplated by the contracts referred to in Article 2 above, should be undertaken by the Board and provision should be made for the United States to reimburse the Board for sums expended by it in the performance of said work;

NOW, THEREFORE, in consideration of the mutual and dependent stipulations and covenants herein contained, it is mutually agreed by and between the parties hereto as follows:

5. The Board shall perform, under the supervision of the Contracting Officer, the following rehabilitation and betterment work:

6. The rehabilitation and betterment work to be performed by the Board shall be under the plan and supervision of the Contracting Officer, and where requested by the Board the United States may purchase any supplies or materials to be used in connection with said work or contract for or undertake by force account any work or labor to be performed using funds of the United States allocated for such rehabilitation and betterment work. Upon the Board presenting statements of cost and evidence of payments made for supplies, materials, equipment rental and labor in connection with the work to be performed by the Board, and after approval by the Contracting Officer, the United States shall reimburse the Board for such expenditures; Provided, however, that the total payments by the United States under this contract shall not exceed \$. Payment shall be made by the United States upon submission by the Board of a voucher or vouchers in form and content and in an amount satisfactory to the Contracting Officer.

7. All sums expended by the United States for rehabilitation and betterment work pursuant to this contract, either by direct expenditure by the United States, or reimbursement by the United States to the Board for moneys expended by the Board, shall be repayable to the United

States pursuant to the provisions of the repayment contracts listed in Article 2 above.

8. (a) In connection with the performance of work under this contract, the Board 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 Board agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the Secretary setting forth the provisions of the nondiscrimination clause. The Board further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

(b) In the performance of any part of the work contemplated by this contract, the Board shall not employ any person undergoing sentence of imprisonment at hard labor.

9. 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 herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

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

THE UNITED STATES OF AMERICA

By _____
Regional Director, Region 1
Bureau of Reclamation
P. O. Box 937, Boise, Idaho

BIG BEND IRRIGATION DISTRICT

By _____
President

(SEAL)

Attest:

Secretary

BOISE-KUNA IRRIGATION DISTRICT

By _____
President

(SEAL)

Attest:

Secretary

NAMPA & MERIDIAN IRRIGATION DISTRICT

By _____
President

(SEAL)

Attest:

Secretary

NEW YORK IRRIGATION DISTRICT

By _____
President

(SEAL)

Attest:

Secretary

WILDER IRRIGATION DISTRICT

(SEAL)

Attest:

Secretary

By _____
President

BOISE PROJECT BOARD OF CONTROL

(SEAL)

Attest:

Secretary

By _____
Manager

EXHIBIT A

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Boise Project

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NOW, THEREFORE, in consideration of the mutual and dependent stipulations and covenants herein contained, it is mutually agreed by and between the parties hereto as follows:

5. The Board shall perform, under the supervision of the Contracting Officer, the following rehabilitation and betterment work:

Repair and improve these portions of the New York Canal designated: "Canal Station 0/00 to Station 44/60", "Station 83/64 to Station 110/20", "Station 366/20 to Station 392/50", and Station 482/00 to Station 507/80", by (a) furnishing and placing concrete lining over portion of the existing concrete lining, (b) furnishing and placing asphaltic concrete on bottom and side slopes of portion of the canal, (c) furnishing and placing concrete lining on side slopes and extending side slope linings to depths as directed to form a cutoff wall, and (d) shaping slopes of the existing canal before placing concrete.

6. The rehabilitation and betterment work to be performed by the Board shall be under the plan and supervision of the Contracting Officer, and where requested by the Board the United States may purchase any supplies or materials to be used in connection with said work or contract for or undertake by force account any work or labor to be performed using funds of the United States allocated for such rehabilitation and betterment work. Upon the Board presenting statements of cost and evidence of payments made for supplies, materials, equipment rental and labor in connection with the work to be performed by the Board, and after approval by the Contracting Officer, the United States shall reimburse the Board for such expenditures; Provided, however, that the total payments by the United States under this contract shall not exceed \$100,000. Payment shall be made by the United States upon submission by the Board of a voucher or vouchers in form and content and in an amount satisfactory to the Contracting Officer.

7. All sums expended by the United States for rehabilitation and betterment work pursuant to this contract, either by direct expenditure by the United States, or reimbursement by the United States to the Board for moneys expended by the Board, shall be repayable to the United

States pursuant to the provisions of the repayment contracts listed in Article 2 above.

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Acting Regional Director, Region 1
Bureau of Reclamation
P. O. Box 937, Boise, Idaho

BIG BEND IRRIGATION DISTRICT

(SEAL)

Attest:

/s/ H. R. Hatch
Secretary

By /s/ Joseph King
President

BOISE-KUNA IRRIGATION DISTRICT

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Secretary

By /s/ L. F. Chase
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(SEAL)

Attest:

/s/ W. J. Farrell
Secretary

By /s/ Isaac Blickenstaff
Chairman