

Contract No.
14-06-100-1618

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 2nd day of September, 1958, 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, as amended),
- (2) Boise-Kuna Irrigation District (Contract No. 14-06-100-1008, dated June 25, 1956, as amended),

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

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:

a. Repair and improve those portions of the New York Canal designated "Canal Station 204+10 to Station 207+30", "Station 290+00 to Station 296+00", "Station 529+20 to Station 570+00", "Station 600+65 to Station 636+65", "Station 804+30 to Station 864+00", "Station 993+60 to Station 1018+90", and "Station 1026+10 to Station 1069+70", by furnishing and placing concrete side lining on the lower bank and constructing appurtenant cutoff wall.

b. Repair and improve those portions of the New York Canal designated "Canal Station 97+50 to Station 100+70", "Station 146+50 to Station 163+00", "Station 199+20 to Station 204+10", "Station 373+00 to Station 377+00", and "Station 408+50 to Station 427+10", by furnishing and placing asphalt lining to a depth of two and one-fourth inches (2-1/4") over the existing concrete lining.

c. Repair and improve that portion of the New York Canal designated "Canal Station 1026+10 to Station 1069+70" by placing on the bottom section of the canal a compacted earth lining with gravel protective blanket.

d. Repair the sluice gates and gate structure of the Boise River Diversion Dam.

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 supervision, administration, engineering, and clerical services, and 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 to the extent that funds for such purpose are available. It is estimated

that the work described in article 5 will cost \$396,300, and total payment by the United States under this agreement shall not exceed this amount. Funds in this amount are available and are hereby reserved for this purpose. It is expressly understood, however, that this reservation of funds may be decreased if the board and the United States mutually agree by exchange of letters that the basic amount is surplus to the board's ability to earn by June 30, 1959. In that case, any funds needed to complete the work after June 30 will depend upon the availability of appropriated funds in the fiscal year 1960. 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 /s/ H. T. Nelson
Regional Director, Region 1
Bureau of Reclamation
P. O. Box 937, Boise, Idaho

(SEAL)

Attest:

/s/ W. C. Van Dewater
Secretary

BIG BEND IRRIGATION DISTRICT

By /s/ Joseph King
President

(SEAL)

Attest:

/s/ Eula M. Cole
Secretary

BOISE-KUNA IRRIGATION DISTRICT

By /s/ George M. Olsen
President

(SEAL)

Attest:

/s/ Joseph C. Voight
Secretary

NAMPA & MERIDIAN IRRIGATION DISTRICT

By /s/ Dan Barker
Vice President

(SEAL)

Attest:

/s/ Chas. L. King
Secretary

NEW YORK IRRIGATION DISTRICT

By /s/ Gayle Johnson
Vice President

(SEAL)

Attest:

/s/ Dorothy F. Bunton
Secretary

WILDER IRRIGATION DISTRICT

By /s/ A. L. Birch
President

(SEAL)

Attest:

/s/ W. J. Farrell
Secretary

BOISE PROJECT BOARD OF CONTROL

By /s/ Wm. S. Hall
Chairman