B.C. Draft 10-04-82
B.C. Rev. 11-08-82
B.C. Rev. 12-14-82
B.C. Rev. 12-22-82
B.C. Rev. 1-03-83

Contract No. 3-07-30-W0031

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

YUMA PROJECT
RESERVATION DIVISION

SUPPLEMENTAL CONTRACT WITH BARD WATER DISTRICT FOR THE PERFORMANCE OF OPERATION AND MAINTENANCE ACTIVITIES

Article	Title	Page
1	Preamble	1
2	Explanatory Recitals	1
3	Contract Purpose	2
4	Operation and Maintenance of the Indian Unit Works	2
5	Review of Indian Unit Works for Determining Adequacy of Operation and Maintenance	5
6	Liability	5
7	Term	6
	Signatures	6

B.C. Rev. 11-08-82
B.C. Rev. 12-14-82
B.C. Rev. 12-22-82
B.C. Rev. 1-03-83

Contract No. 3-07-30-W0031

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

YUMA PROJECT
RESERVATION DIVISION

SUPPLEMENTAL CONTRACT WITH BARD WATER DISTRICT FOR THE PERFORMANCE OF OPERATION AND MAINTENANCE ACTIVITIES

Preamble

1. THIS SUPPLEMENTAL CONTRACT, made this 19th day of January, 1983, pursuant to the act of Congress approved June 17, 1902 (32 Stat. 388), and acts amendatory thereof, or supplementary thereto, particularly the Act of August 13, 1914 (38 Stat. 686), between the UNITED STATES OF AMERICA, herein referred to as the "United States," represented by the officer executing this agreement, herein referred to as "Contracting Officer," and the BARD WATER DISTRICT, a water district created, organized, and existing under and by virtue of the laws of the State of California, with its principal place of business in Winterhaven, California, herein referred to as "Contractor."

WITNESSETH:

Explanatory Recitals

2. WHEREAS, the United States has constructed certain irrigation works in the State of California known as and designated the Reservation Division of the Yuma Project, comprised of the Bard and Indian Units; and

WHEREAS, by contract dated March 10, 1981, the Contractor assumed the responsibility for operation and maintenance of the Bard Unit works; and

WHEREAS, the United States is operating and maintaining the Indian Unit works; and

WHEREAS, Article 9 of the aforesaid contract provides for the Contractor to operate and maintain the Indian Unit works on behalf of the United States pursuant to an agreement to be negotiated between the parties;

NOW, THEREFORE, in consideration of the mutual convenants herein contained, the parties hereto agree as follows:

Contract Purpose

3. This contract supplements the March 10, 1981, "Contract with Bard Water District for the Transfer of Operation and Maintenance of Project Works." Unless expressly modified or made inapplicable by this supplemental contract, the provisions of the said contract shall remain in full force and effect.

Operation and Maintenance of the Indian Unit Works

4. (a) Upon execution of this contract, the Contractor shall care for, operate, and maintain the Indian Unit works on behalf of the United States in full compliance with the terms of this contract,.and in such manner that the works will remain in good and efficient condition to perform the carriage and distribution of water as well and effectively as on the date of this contract. As soon as practicable after contract execution, the United States shall turn over to the Contractor any unexpended funds in its possession which have been advanced for operation and maintenance of the Indian Unit works.

(b) On or before October 1 of each year, the Contractor shall submit to the Contracting Officer for approval a proposed operation and maintenance program for the Indian Unit works for the following calendar year. The proposal shall be in writing and shall include the estimated cost of the proposed operation and maintenance program. The Contracting Officer shall act expeditiously to review the proposal and cost estimate and shall provide the Contractor with his approval or suggested modification in writing. Following approval of the proposal and cost estimate by the Contracting Officer, the United States shall pay to the Contractor one-half of said amount on or before December 31, with the remaining one-half to be paid on or before June 30. Differences between actual and estimated costs shall be determined by the Contractor and shall be adjusted in the next succeeding estimate. However, if in the opinion of the Contractor and the Contracting Officer the amounts advanced for any year are likely to be insufficient to pay the above-mentioned costs of operation and maintenance during such year, the Contractor shall submit to the Contracting Officer, a bill for additional sums of money to cover the insufficiency, and the United States shall pay said amounts within 60 days.

(c) Operation and maintenance costs for the Indian Unit joint works used to deliver water to the lands of the Contractor and the Indian Unit shall be allocated between the Contractor and the United States as specified in Exhibit "A" which is attached hereto and by this reference made a part hereof. Modification of the cost allocation criteria for operation and maintenance of the joint works shall be as agreed upon by the parties hereto.

(d) The Contractor shall make a proper accounting of all costs relating to operation and maintenance of the Indian Unit works. The Contracting Officer shall have the right during office hours to examine and make copies of the Contractor's books and records relating to matters covered by this contract.

(e) The Contractor shall promptly make any and all repairs to the Indian Unit works being operated by it which are necessary for proper care, operation, and maintenance in accordance with Article 4(a). In case of neglect or failure of the Contractor to commence such repairs or to submit an acceptable plan for accomplishing the work within 30 days following written notification, the Contracting Officer may cause the repairs to be made, and the cost thereof shall be paid by the Contractor or the United States as determined to be appropriate by the Contracting Officer.

(f) In the event the Contractor is found to be operating the Indian Unit works or any part thereof in violation of this contract, then at the election of the Contracting Officer, the United States may take over from the Contractor the necessary equipment then being used by the Contractor so that the Contracting Officer can care for, operate, and maintain such works by giving written notice to the Contractor of such election and of the effective date thereof; Provided, That the effective date shall not be less than 60 days from date of the notice. No later than 10 days after the effective date of the notice the Contractor shall turn over to the United States any unexpended funds advanced to the Contractor for operation and maintenance of the Indian Unit works. During the period of operation and maintenance by the United States, such operation and maintenance shall be without cost to the Contractor except for return of any

unexpended United States advances as provided above. The operation and maintenance of the Indian Unit works may again be performed by the Contractor when the Contracting Officer has determined that the situation causing assumption of operation and maintenance by the United States has been rectified. The Contracting Officer shall provide a written notice to the Contractor of such retransfer of operation and maintenance activities not less than 60 days in advance thereof.

Review of Indian Unit Works for Determining Adequacy of Operation and Maintenance

5. The Contracting Officer with the Contractor may, from time to time, make reviews of operation and maintenance of the Indian Unit works with a view to assisting the Contractor in determining the condition of the facilities and the adequacy of the operation and maintenance program.

Liability

6. (a) The Contractor shall hold the United States, its officers, agents, and employees, harmless from every claim for damages to persons or property, direct or indirect and of whatever nature arising from any intentional harm by or negligence of the Contractor, its officers, agents, and employees occurring during the term of this agreement on, in, or about the Indian Unit works.

(b) The Contractor may obtain liability insurance to cover its performance of duties under this contract. Such insurance may be included in the cost of operation and maintenance provided for in Article 4, and shall be allocated between the Contractor and the United States as provided

in Exhibit "A." After consulting with the Contracting Officer regarding the amount of liability insurance coverage, the Contractor shall submit the proposed amount of insurance coverage to the Contracting Officer for approval. The amount of liability insurance coverage shall be subject to periodic review by the Contracting Officer. If such insurance cost is included in the cost of operation and maintenance of the Indian Unit works, the United States, its officers, agents, and employees shall be included in the policy or policies as insured parties.

Term

7. The term of this agreement shall be from the year and date first above-written until this contract is cancelled by either party; Provided, however, That cancellation will require 1 year's advance written notice by the party requesting cancellation.

IN WITNESS WHEREOF, the parties hereto have caused this Contract No. 3-07-30-W0031 to be duly executed the date and year above written.

LEGAL REVIEW AND APPROVAL BY
FIELD SOLICITOR, BOULDER CITY

UNITED STATES OF AMERICA

By _____
Regional Director
Lower Colorado Region
Bureau of Reclamation

BARD WATER DISTRICT

Attest: _____
Secretary

By _____
President

Exhibit A

RESERVATION DIVISION
DISTRIBUTION OF OPERATION AND MAINTENANCE (O&M) COSTS

I. All O&M costs for the following laterals will be financed by the Bard Water District. All farm turnouts (T.O.) from any lateral serving Bard lands will also be financed by the Bard Water District.

Acoma Lateral
Bannock Lateral
Hoopa Lateral
Hopi Lateral
Kawia Lateral
Maricopa Lateral
Vomocil Lateral
Modoc Lateral
Moqui Lateral
Moqui No. 1 Lateral
Moqui No. 2 Lateral
Moqui No. 3 Lateral
Mohave Lateral
Apache Lateral
Apache No. 1 Lateral
Apache No. 2 Lateral
Apache No. 3 Lateral
Cocopah No. 1 Lateral
Cocopah No. 2 Lateral
Cocopah No. 3 Lateral
Cocopah No. 4 Lateral
Cocopah No. 5 Lateral
Yaqui Lateral
Yaqui No. 1 Lateral
Yaqui No. 2 Lateral
Yaqui No. 3 Lateral
Zuni Lateral
Zuni No. 1 Lateral
Zuni No. 2 Lateral
Paiute No. 1 Lateral

II. All O&M costs for the following laterals will be financed by the United States. All farm T.O.'s from any lateral serving Indian lands will also be financed by the United States.

Pontiac Lateral
Pequid Lateral
Navajo Lateral
Navajo No. 1 Lateral
Pueblo Lateral
Zuquad Lateral
Walapai Lateral
Ypsilanti Lateral
Cherokee Lateral
Toronto Lateral
Ottowa Lateral
Concow Lateral
Sia Lateral
Sac Lateral
Ute Lateral
Tonowanda Lateral
Tenino Lateral
Cree Lateral
Teton Lateral
Commanche Lateral
Yakima Lateral
Yuki Lateral
Tonto Lateral
Sioux Lateral
Santee Lateral
Sanpail Lateral
No Name Lateral
Osage Lateral
Supai Lateral
Molley Lateral

Additionally, all cost sharing with Yuma County Water Users' Association on the Yuma Main Canal will be financed by the United States.

III. All O&M costs for the following laterals will be shared by the Bard Water District and the United States. Those shared costs will include cleaning, weed control, road maintenance, repair of ditch breaks, and common structures that are identified below along with the applicable percentage of cost sharing for each lateral which is based on the acreage served:

Lateral	Cost-Shared Structures	Bard Structures	Indian Unit Structures
R.C. - Cocopah Canals (Bard - 73%) (United States - 27%)	T.O. from All-American Canal Acoma Check 5-gates Check Siphon at Well Market 4-gates Check Siphon at Flood Road Colby Check Hoppe Check Flood Check Piute Check Christin Check Siphon under Ross Road Siphon under Haughtelin Road Beasley Check Siphon under Arnold Road Waco Check Bridge between Christin T.O. and Flood Check Bridge at Colby Road	All other structures above Base Line Road	All other structures below Base Line Road
Papago Lateral (Bard - 51%) (United States - 49%)	T.O. from Cocopah Canal	Siphon at Serial No. 81 Check for Serials No. 76 and 81 Check for Serials No. 62 and 95	Siphon under Base Line Road and all structures below Base Line Road
Paiute Lateral (Bard -91%) (United States - 9%)	T.O. from Cocopah Canal	Check for Serial No. 100 Check and siphon under Fisher Road Check for Serial No. 34 Check and siphon under Perez Road Check for Serials No. 85 and 111 Check at Base Line Road	Siphon under Base Line Road and all structures below Base Line Road

Lateral	Cost-Shared Structures	Bard Structures	Indian Unit Structures
Pima Lateral (Bard - 37%) (United States -63%)	T.O. from Cocopah Canal	Check for Serial No. 82 Check for Serial No. 30 Check at Base Line Road	Siphon under Base Line Road and all structures below Base Line Road
Waco Lateral (Bard - 20%) (United States - 80%)	T.O. from Cocopah Canal	Check for Serial No. 32	Siphon under Base Line Road and all structures below Base Line Road
Titsink Lateral (Bard - 32%) (United States - 68%)	T.O. from All-American Canal	-	Check for Serial No. 175-G
Seminole (Bard - 11%) (United States - 89%)	T.O. from Yuma Main Canal Bridge below T.O. from Yuma Main Canal siphon at Highway 80 Check at Sioux Lateral Check and siphon at Serial No. 211	Check at Serial No. 209	-
Wilson (Bard - 40%) (United States - 60%)	T.O. from Yaqui Lateral	-	-
Yuma Stub (Bard - 76%) (United States - 24%)	-	-	-

IV. Ditchrider costs will be cost shared with Bard Water District financing 48 percent and the United States financing 52 percent.

V. All maintenance of Drains No. 2, 4, and 5 will be cost shared with Bard Water District financing 48 percent and the United States financing 52 percent.

VI. Equipment use rates will be submitted annually to the Contracting Officer for approval.

VII. Direct charges will be billed for personnel, equipment use, materials, and supplies for all work done on Indian Unit features and joint-use features with an administrative cost of 20 percent added to the direct charges.

VIII. A monthly report will be provided to the Contracting Officer by the 10th of each month showing expenditures for the Indian Unit for the preceding month with a narrative of the work accomplished.

IX. The annual budget submitted to the Contracting Officer by the Contractor will include an amount of $15,000 for a period of 10 years. These funds will be placed in a separate account and allowed to accumulate with interest to be used as an emergency fund as directed by the Contracting Officer.

X. The liability insurance premium discussed in paragraph 6(b) of the contract will be cost shared with Bard Water District financing 60 percent and the United States financing 40 percent.