

Appendix 1110

**ALL-AMERICAN CANAL:
CONTRACT FOR CONSTRUCTION OF DISTRIBUTION SYSTEM, PROTECTIVE WORKS, DRAINAGE WORKS ON COACHELLA VALLEY DIVISION**

(Extracts Only)

UNITED STATES DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION

BOULDER CANYON PROJECT

ALL-AMERICAN CANAL

COACHELLA VALLEY COUNTY WATER DISTRICT

CONTRACT FOR CONSTRUCTION OF DISTRIBUTION SYSTEM, PROTECTIVE WORKS, AND DRAINAGE WORKS

TABLE OF CONTENTS

Article		Article	
1	Preamble.	17	Refusal of Water in Case of Default.
2-7	Explanatory Recitals.	18	Title to Remain in the United States.
8	Modification of Contract Dated October 15, 1934.	19	Rules and Regulations.
9	Construction by the United States and the District.	20	Inspection by the United States.
10	Operation and Maintenance of Constructed Works.	21	Access to Books and Records.
11	Keeping Works and Appurtenant Structures in Repair.	22	Development and Compilation of Data and Keeping of Books, Records, and Reports.
12	Agreement by District to Pay for Work Performed by the United States.	23	Disputes or Disagreements.
13	Establishment of Irrigation Blocks; Allocation of Construction Costs Obligations Thereto.	24	Interest on Charges Due from District.
14	Development Periods and Furnishing of Water During Such Periods.	25	Contract Subject to Colorado River Compact.
15	Terms of Payment.	26	Application of Reclamation Law.
16	Accumulation and Use of Reserve Fund.	27	Lands Not to Receive Water Until Owners Thereof Execute Certain Contracts.
		28	Valuation and Sale of Excess Lands.
		29	Excess Lands.

Article		Article	
30	Public Lands Subject to the Act of August 11, 1916, as Amended.	36	Interest in Contract not Transferable.
31	Contract to be Authorized by Election and Confirmed by Court.	37	Contract of October 15, 1934, to Remain in Full Force and Effect, Except as Herein Modified.
32	Contract Contingent, Upon Appropriations.	38	Priority of Claims of the United States.
33	Notices.	39	Officials Not to Benefit.
34	Rights Reserved under Section 3737, Revised Statutes.	40	Discrimination Against Employees or Applicants for Employment Prohibited.
35	Remedies under Contract not Exclusive.	41	Representative of Secretary.
*	*	*	*

MODIFICATION OF CONTRACT DATED OCTOBER 15, 1934

8. (a) As one of the considerations for the execution of this contract by the United States it is agreed that the Main (All-American) Canal to Coachella Valley (hereinafter styled "Coachella Main Canal"), shall terminate at Engineer Station 6517, a point near 57th Ave., as shown on Exhibit A attached hereto and by this reference made a part hereof, instead of at the boundary line common to Riverside and Imperial Counties, as shown on Exhibit A attached to the aforesaid contract dated October 15, 1934. As so shortened, said Coachella Main Canal shall be constructed in the approximate location shown on Exhibit A, hereto attached, with such capacities as the Secretary may conclusively determine to be necessary or advisable upon engineering or economic considerations to accomplish the ends contemplated by the aforesaid contract of October 15, 1934, as amended by this contract; provided, however, that such changes in capacities, locations, lengths and alignments may be made during the progress of the work as may, in the opinion of the Secretary, whose opinion shall be final and binding upon the parties hereto, be expedient, economical, necessary or advisable.

(b) Notwithstanding any of the terms or provisions of the aforesaid contract dated October 15, 1934, all work agreed to be performed by the United States thereunder shall be deemed to be completed upon whichever of the following described dates shall first occur:

(1) The date of expiration of five years from and after the date of acceptance by the United States of the work called for by its contract with Otto B. Ashbach and Sons, dated January 10, 1947 (Symbol and Number I2r-17147), for construction of earthwork, concrete canal lining and structures between Engineer Stations 6106+06 and 6517+00 on the Coachella Main Canal, or

(2) The date of completion of the distribution system herein-
after described in Article 9 (a) (i) of this contract, as determined
by the Secretary, whose determination thereof shall be final and
binding upon the parties hereto.

(c) Following receipt by the District of notice of completion of all
work provided for by the aforesaid contract dated October 15, 1934,
as determined under the provisions of this contract, payment for
such work shall be due and payable from the District to the United
States in accordance with the terms of said contract dated October
15, 1934.

* * * * *

CONTRACT SUBJECT TO COLORADO RIVER COMPACT

25. This contract is made upon the express condition and with the
express covenant that all rights hereunder shall be subject to and
controlled by the Colorado River Compact, approved by Section 13
(a) of the Boulder Canyon Project Act, and the parties hereto shall
observe and be subject to and controlled by said Colorado River
Compact in the construction, management, and operation of all works
provided for herein. It is understood and agreed by the parties
hereto that this contract does not deal with the subject of availability
of water.

* * * * *

CONTRACT OF OCTOBER 15, 1934, TO REMAIN IN FULL FORCE AND EFFECT,
EXCEPT AS HEREIN MODIFIED

37. Except as modified by the provisions hereof, the aforesaid con-
tract between the United States and the District of date October 15,
1934 (Ilr-781), shall be and remain in full force and effect.

* * * * *

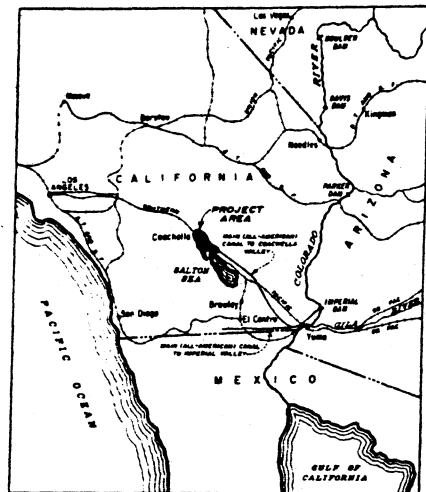
In witness whereof, the parties hereto have caused this contract to
be executed the day and year first above written.

THE UNITED STATES OF AMERICA,
By WILLIAM E. WARNE,
Assistant Secretary of the Interior.

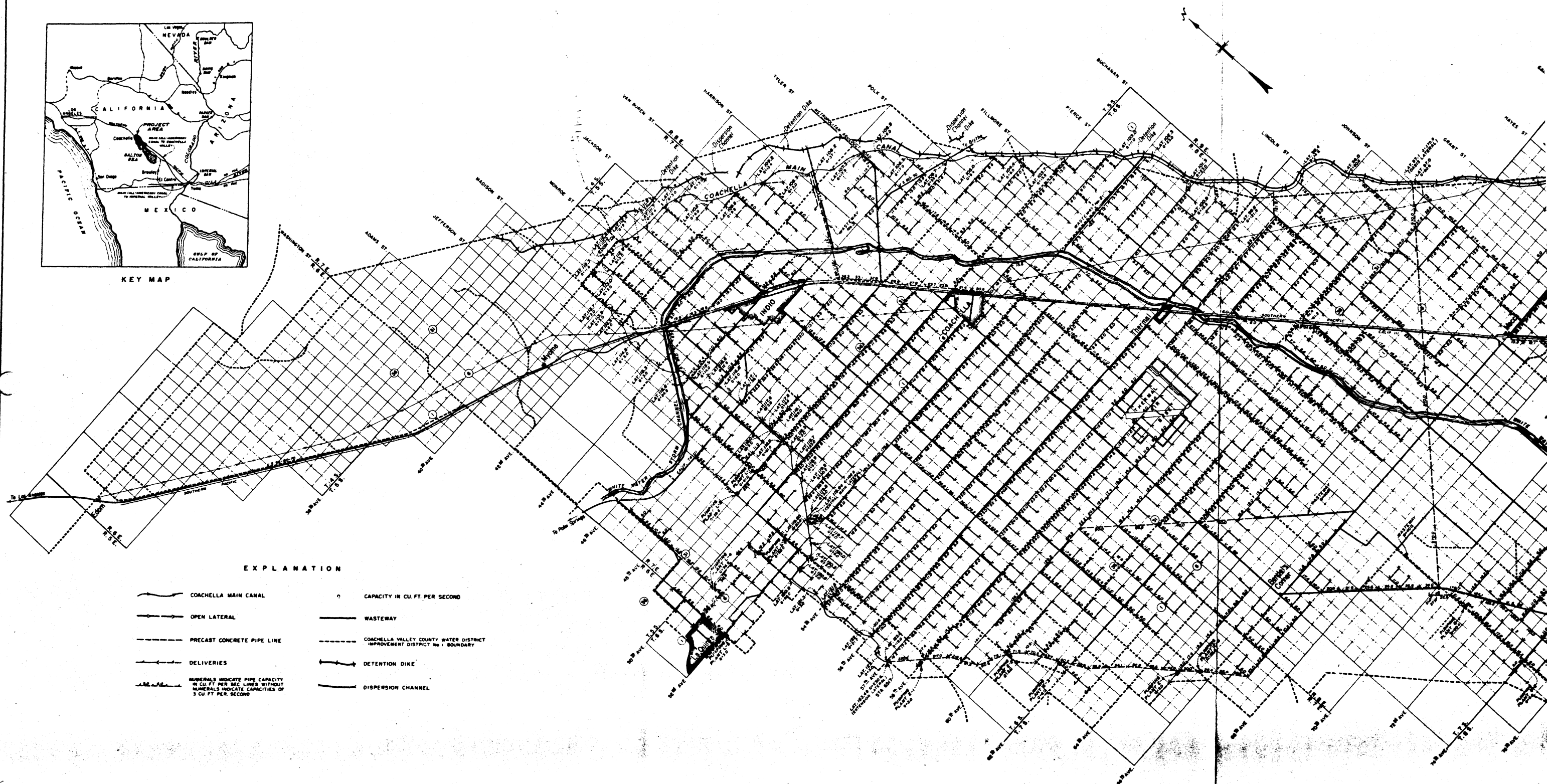
COACHELLA VALLEY COUNTY
WATER DISTRICT,
By /s/ E. KEITH FARRAR,
President.

Attest:

/s/ BARBARA K. SCHMID, *Secretary.*



KEY MAP



EXPLANATION

- | | | | |
|--|--|--|--|
| | COACHELLA MAIN CANAL | | CAPACITY IN CU. FT. PER SECOND |
| | OPEN LATERAL | | WASTEWAY |
| | PRECAST CONCRETE PIPE LINE | | COACHELLA VALLEY COUNTY WATER DISTRICT IMPROVEMENT DISTRICT No. 1 BOUNDARY |
| | DELIVERIES | | DETENTION DIKE |
| | NUMERALS INDICATE PIPE CAPACITY IN CU. FT. PER SEC. LINES WITHOUT NUMERALS INDICATE CAPACITIES OF 3 CU. FT. PER SECOND | | DISPERSION CHANNEL |

SCALE OF MILES

DENVER, COLO. AUGUST 1, 1947 812-S-760

77031 O - 48 (Face p. A670)