

**ORIGINAL**

Agreement No. 07XX620102  
Amendment No. 1

**UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION**

PW123008-07

**Rapid Valley Unit  
Cheyenne Division  
Pick-Sloan Missouri Basin Program, South Dakota**

**AGREEMENT AMENDMENT BETWEEN THE UNITED STATES AND  
THE CITY OF RAPID CITY, SOUTH DAKOTA TO ADD A  
“CONTRACTS WITH THIRD PARTIES” ARTICLE**

THIS AMENDMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2008, between the UNITED STATES OF AMERICA, hereinafter called the “United States” acting through the Secretary of the Interior pursuant generally to the Act of June 17, 1902 (32 Stat. 388), and acts amendatory or supplementary thereto, particularly Section 5 of the Reclamation Extension Act of August 13, 1914 (38 Stat. 687), and Subsection G of the Fact Finders’ Act of December 5, 1924 (Section 4 of the Second Deficiency Act, Fiscal Year 1924) (43 Stat. 702), collectively referred to as the Federal Reclamation laws, and RAPID CITY, SOUTH DAKOTA, hereinafter referred to as the “City”. The United States and the City hereinafter are referred to collectively as the “Parties”.

**WITNESSETH, THAT:**

The following statements are made in explanation:

**EXPLANATORY RECITALS**

a. WHEREAS, on July 31, 2007, the portion of Cooperative Agreement No. 5-FC-60-05570 that dealt with the operation, maintenance, and replacement (OM&R) functions for Pactola Dam and Reservoir was superseded and replaced by Agreement No. 07XX620102 and Agreement No. 08XX620127 supersedes and replaces the remaining portion of Cooperative Agreement No. 5-FC-60-05570 which dealt with the OM&R functions for Deerfield Dam and Reservoir, thus Cooperative Agreement No. 5-FC-60-05570 will be completely superseded by the combination of the two agreements; and

b. WHEREAS, Agreement No. 08XX620127 has an additional article titled “Contracts with Third Parties,” which was not included in Agreement No. 07XX620102.

c. WHEREAS, the Parties desire to amend Agreement No. 07XX620102 to include this additional article in order to keep the two agreements consistent.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is hereby mutually agreed as follows:

1. The following article titled "Contracts with Third Parties" is hereby added to the Agreement No. 07XX620102 subsequent to Article 24 as follows:

**CONTRACTS WITH THIRD PARTIES**

25. a. The Contractor shall advertise each construction (as construction is defined in the Federal Acquisition Regulations), equipment, or supply contract exceeding \$25,000 (twenty-five thousand dollars) for competitive bidding. Any action proposed by the Contractor other than making the award to the lowest responsible bidder shall be subject to review by the Contracting Officer.

b. For all construction contracts exceeding \$100,000 (one hundred thousand dollars), the Contractor shall require construction contractors to furnish performance bonds equal to at least 100 percent of the contract price and payment bonds equal to (1) at least 50 percent of the contract price for contracts not exceeding \$1,000,000 (one million dollars), (2) at least 40 percent of the contract price for contracts exceeding \$1,000,000 (one million dollars) but not exceeding \$5,000,000 (five million dollars), and (3) \$2,500,000 (two million five hundred thousand dollars) for contracts exceeding \$5,000,000 (five million dollars). Supply and equipment contractors may be required to furnish performance bonds on supply or equipment contracts exceeding \$100,000 (one hundred thousand dollars) when the contract calls for substantial progress payments before delivery of end items.

c. The United States shall not be a party to or obligated in any manner by contracts entered into between the Contractor and other parties pursuant to this contract.

**EXISTING AGREEMENT TO REMAIN IN FORCE**

2. Except as provided herein, the existing contract shall remain in full force and effect.

By signing below, the Parties agree to the terms and conditions of this Amendment No. 1.

THE UNITED STATES OF AMERICA

By: \_\_\_\_\_  
Regional Director  
Bureau of Reclamation  
Great Plains Region

CITY OF RAPID CITY

By: \_\_\_\_\_  
Mayor, City of Rapid City

ATTEST

\_\_\_\_\_  
Secretary