

PRELIMINARY

Eng Form 121

COPY

Contract No. _____

Supplemental Agreement No. _____

S U P P L E M E N T A L A G R E E M E N T

This supplemental agreement entered into this 04th day of November, 1940, by and between the UNITED STATES OF AMERICA, hereinafter called the Government, represented by the Contracting Officer executing this agreement, and WORTH COMPANY, a corporation organized and existing under the laws of the State of California, of the City of Sacramento, in the State of California,

hereinafter called the Contractor, WITNESSETH That:

WHEREAS, On the 24th day of July, 1940, the parties hereto entered into Contract No. DA-01-167-eng-121,

for partial relocation, rearrangement or alteration of facilities for transmission and distribution of water which interfere with the construction and use of the Folsom Dam and Reservoir Project; and

WHEREAS, It is found advantageous and in the best interest of the Government to modify the said contract for the following reasons:

It involves less expenditure, on the part of the Government to construct and operate the Rose Spring Supply Ditch and appurtenances for maintaining a supply of water to the existing Rose Spring Ditch than to construct and operate the facilities to bypass the Contractor's Rose Spring Ditch under and/or through Dike No. 5 of the project as provided in Article 21a(2) of the said contract. Also from an engineering standpoint it is desirable to avoid the construction of a bypass conduit through Dike No. 5.

the Contractor, complete with discharge conduit, standby pumping equipment, outlet works, power service line and other necessary appurtenances, capable of delivering a maximum of ten (10) cubic feet per second of water and a minimum of three (3) cubic feet per second of water from said Baldwin Reservoir to the said Rose Spring Supply Pit. Further it is understood and agreed that the controls of said pumping plant shall permit incremental discharges of approximately two (2) cubic feet per second within the aforementioned maximum and minimum limits.

(c) Obtain all realty or interests therein necessary for the construction or enlargement by the Government and subsequent operation and maintenance by the Contractor of all facilities to be constructed or enlarged pursuant to this instrument, excepting any realty or interests therein owned by the Contractor as of the date of this instrument which can be utilized for said construction and subsequent operation and maintenance.

(d) Subject to the approval of the Secretary of the Army, convey to the Contractor easements upon which to operate and maintain the facilities to be constructed pursuant to Paragraphs 2 (a) and 2 (b) hereof, excepting, however, any realty or interest therein of the Contractor as cited in Paragraph 2 (c) hereof.

(e) Furnish, without cost to the Contractor, electric energy from the public utility serving the general area to operate the pumping plant constructed pursuant to Paragraph 2 (b) hereof throughout the period of use of the Main Canal bypass facilities, being constructed by the Government pursuant to Article 2 (a) (3) of said contract No. DA-01-167-eng-152, to carry water belonging to the Contractor.

(f) Perform and coordinate with the operations of the Contractor, the construction pursuant to Paragraphs 2 (a) and 2 (b) hereof so as to minimize outages of and contamination of the water in the Contractor's Main Canal, Rose Spring Pit, Brown Lateral and Baldwin Reservoir.

3. Ownership. The facilities constructed pursuant to this instrument shall be or become the property of the Contractor.

4. References. It is understood and agreed that the covenant contained in Article 2 (g) of the said contract No. DA-01-167-eng-152 shall apply to the realty mentioned in Paragraph 1 (c) hereof, and that for this purpose the said contract and this instrument shall be considered one and inseparable. It is further understood and agreed that the provisions and intent of Articles I (a), 2 (a) (1), 2 (b), 4, 5, 6, 7, 8, 9, 10 and 11 of the said contract No. DA-01-167-eng-152 shall apply to the work and performance by the parties pursuant to this instrument.

All other terms and conditions of said contract and it heretofore may have been modified shall be and remain the same.

This supplemental agreement shall be subject to the written approval of the United States Army Corps of Engineers, District Office, Washington, D. C., or its authorized representative and no work or expenditure thereon shall be approved.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

WITNESSES:

(Address)

(Address)

THE UNITED STATES OF AMERICA

By _____
Contracting Officer

NORTH FORT DITCH COMPANY
(Contractor)

By _____
(Title)

(Address)

I, _____, certify that I am secretary of the corporation named herein, that _____ who signed this Supplemental Agreement on behalf of the Contractor was then _____ of said corporation; that said Supplemental Agreement was duly signed for and on behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(Corporate Seal)

(Secretary)

CONSENT OF SURETY

Consent of surety is hereby given to the foregoing supplemental agreement and the surety agrees that its bond or bonds shall apply and extend to the contract as modified or amended thereby.

In presence of:

(Individual Surety) (SEAL)

(Individual Surety) (SEAL)

(Corporate Surety)

Attest:

By _____
(Title)