

Appendix 1203

RELATED PROJECTS: PARKER DAM

**"FOREBAY" CONTRACT,
SEPTEMBER 29, 1936**

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

**PARKER DAM PROJECT
ARIZONA-CALIFORNIA**

**SUPPLEMENTAL CONTRACT FOR THE CONSTRUCTION OF FOREBAY
AND POWER PLANT SUBSTRUCTURE AT PARKER DAM**

1. THIS SUPPLEMENTAL CONTRACT, made this twenty-ninth day of September, nineteen hundred thirty-six, pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, all of which acts are commonly known and referred to as the Reclamation Law, and particularly pursuant to Section 25 of the Act of Congress approved April 21, 1904 (33 Stat. 189, 224), the Act of Congress approved March 4, 1921 (41 Stat. 1367, 1404), the Act of Congress approved December 21, 1928 (45 Stat. 1057), designated the Boulder Canyon Project Act, and Section 2 of the Act of Congress approved August 30, 1935 (49 Stat. 1039), entitled, "An Act authorizing the construction, repair, and preservation of certain public works on rivers and harbors, and for other purposes," and authority vested in the Secretary thereunder by the President, and the Metropolitan Water District Act of the Legislature of the State of California (Stats. 1927, Ch. 429, as amended, particularly Section five (5), Subdivision nine (9) thereof) between THE UNITED STATES OF AMERICA, hereinafter referred to as the United States, acting for this purpose by T. A. Walters, Acting Secretary of the Interior, hereinafter styled the Secretary; and THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, a public corporation organized and existing under and by virtue of the laws of the State of California, hereinafter referred to as the District;

Witnesseth:

EXPLANATORY RECITALS

2. Whereas the United States and the District, under date of February 10, 1933, entered into a contract, symbol, and number

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Ilr-712, for the Cooperative construction of Parker Dam, providing, among other things, that each party shall have the right, under the conditions therein stated, to one-half the power privileges created by the construction of said dam; and

3. Whereas the said contract of February 10, 1933, was supplemented and amended in certain particulars by supplemental contract of date August 17, 1934, symbol and number Ilr-712, upon the express condition, as stated in Article eleven (11) thereof, that in event the State of Arizona shall interfere with or obstruct by litigation or otherwise, the construction, operation, or maintenance of the Parker Dam, the said supplemental contract shall be void; and

4. Whereas, under date of November 10, 1934, the Governor of the State of Arizona issued a proclamation declaring martial law and ordering the Arizona National Guard to take possession of the territory surrounding the Arizona side of Parker Dam to prevent the construction thereof, as a result of which a detachment of the Arizona National Guard was mobilized and dispatched to the site of the Parker Dam, thereby causing the issuance of an order by the Secretary under date of November 13, 1934, suspending all construction work on said dam, and, by reason of such matters, said supplemental contract of August 17, 1934, has become void and of no further force or effect; and

5. Whereas for the utilization of the power privileges to be created by the construction of Parker Dam it is mutually advantageous to build the power plant on the California side of the river for the joint use of the United States and the District; and

6. Whereas the necessary forebay and power plant substructure can be constructed more economically while the site is unwatered for construction of the said dam than will be possible thereafter;

7. Now, therefore, in consideration of the mutual covenants herein contained, the parties hereto agree that said contract of February 10, 1933, be amended and supplemented as follows, to wit:

CONSTRUCTION BY THE UNITED STATES

8. (a) The United States will complete the excavation of the forebay for the power plant and will construct on the California side of the river immediately downstream from the dam the substructure of a power plant designed for the ultimate installation of four hydro-electric generating units, each of sufficient capacity to utilize five thousand (5,000) cubic feet of water per second, together with the necessary appurtenant auxiliary and control apparatus and equipment for the delivery of electrical energy to both parties hereto, but this provision shall not be construed to include turbines, generators, transformers or other equipment for actual generation of electrical energy. The power plant substructure shall be designed to form an integral part of the completed power plant structure and shall form

a substantially water-tight enclosure which can be unwatered without a cofferdam so that the power plant can be completed later without interfering with the operation of the dam and without general unwatering of the site outside the limits of the substructure to be built hereunder.

(b) The excavation of the forebay shall consist of the completion of the waterway which was partially constructed under said contract dated February 10, 1933, down to the proposed headgate structure at the upper end of the penstocks. The forebay excavation shall be completed so that four (4) penstock tunnels and the penstock headgate structure can be constructed later, without unwatering the area upstream from the trashrack structure, or in any way interfering with the operation of the dam.

(c) The forebay and power plant substructure shall be constructed concurrently with the construction of Parker Dam and shall be substantially in accordance with drawings 231-D-231 and 231-D-274, prints of which are attached hereto.

FUNDS TO BE PROVIDED BY THE DISTRICT AND BY THE UNITED STATES

9. The District shall provide at times and in the manner as provided in paragraph eleven (11) of said contract of February 10, 1933, sufficient funds to complete the excavation and construction of the forebay. The United States will, subject to the provisions of Article fourteen (14) hereof, provide sufficient funds to construct the foundations and substructure of the power plant. The actual necessary cost of the entire forebay, including trashrack structures and drainage tunnel, and power plant substructure, including the sum of \$156,000 (which sum is hereby agreed upon as the portion of the cost of unwatering the Parker Dam and Power Plant site properly chargeable to the power development and to be included as part of the cost of the additional work to be done hereunder), and including any overhead and general expense not exceeding ten percent (10%) of actual cost of the work, as conclusively determined by the Secretary, incurred by the United States in carrying out this contract, shall be borne equally by the United States and the District. Upon completion of construction of the forebay and appurtenant works and power plant substructure, such payment from one party to the other shall be made or such credits in the Parker Dam account under said contract of February 10, 1933, shall be set up, as may be required to bring about equal contribution to such forebay and substructure costs by the parties hereto.

PREPARATION OF DESIGNS

10. The designs and specifications for all work under this contract will be prepared by the United States, with the cooperation of the District. To the extent that the forebay and the power plant founda-

tion and substructure are designed to be used by the District, detailed plans and specifications therefor shall be subject to the approval of the District. The Power Plant shall be designed to develop, in the most practical and efficient manner, the power requirements of both parties with full consideration of the rights of each party to utilize one-half of the power available as provided in the contract of February 10, 1933.

PROCEEDING WITH CONSTRUCTION OF POWER PLANT

11. [NOTE.—Subdivisions (a), (b) and (c) of Article 11 canceled by Supplemental Contract of April 7, 1939.]

(d) Subject to the right of the District, as herein set out, title to the works constructed hereunder shall be and remain in the United States.

OPERATION OF POWER PLANT

[NOTE.—Article 12 canceled by Supplemental Contract of April 7, 1939.]

EFFECT ON OTHER CONTRACTS

13. In all other respects the provisions of said contract of February 10, 1933, shall remain unaffected by the provisions hereof, but the aforesaid supplemental contract of date August 17, 1934, is hereby agreed to be of no further force or effect because of the matters stated in Articles three (3) and four (4) hereof.

CONTRACT CONTINGENT UPON APPROPRIATIONS

14. This contract is subject to appropriations being made by Congress from year to year of moneys sufficient to do the work provided for herein and to there being sufficient moneys available in the Reclamation Fund to permit allotments to be made for the performance of such work. No liability shall accrue against the United States, its officers, agents, or employees by reason of sufficient moneys not being so appropriated nor on account of there not being sufficient moneys in the Reclamation Fund to permit of said allotment.

OFFICIALS NOT TO BENEFIT

15. 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.

PARKER DAM—"FOREBAY" CONTRACT

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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 T. A. WALTERS,
Acting Secretary of the Interior.

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA,
By W. P. WHITSETT,
Chairman of the Board of Directors.

Approved as to form:

JAMES H. HOWARD,
General Counsel.

Attest:

[SEAL]

A. L. GRAM,
*Executive Secretary of the Metropolitan Water District
of Southern California.*

[Resolution omitted.]