

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
Orland Project, California

CONTRACT BETWEEN THE UNITED STATES OF AMERICA  
AND  
THE ORLAND UNIT WATER USERS’ ASSOCIATION  
FOR THE REPAYMENT OF COSTS EXPENDED FOR SAFETY OF DAMS  
MODIFICATIONS ON STONY GORGE DAM

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19 [3<sup>rd</sup>] WHEREAS, Stony Gorge Dam was completed in 1928, and is located on Stony  
20 Creek approximately 12 miles downstream from the confluence with Little Stony Creek. In  
21 1944, the State of California’s Division of Water Rights issued water rights License No. 2652  
22 (Permit No. 2339; Applic. No. 2212) to the United States, confirming the United States’ right to  
23 divert and store water at the Dam for the benefit of Orland Project lands and water users within  
24 the Orland Project; and

25 [4<sup>th</sup>] WHEREAS, the operation and maintenance responsibilities for the Orland Project  
26 facilities were transferred to Contractor pursuant to the contract between the Contractor and the  
27 Bureau of Reclamation (“Reclamation”) entitled “Contract With Orland Unit Water Users’  
28 Association for the Care, Operation and Maintenance of the Orland Project” (Contract  
29 No.14-06-200-3502, dated August 26, 1954), as amended; and

30 [5<sup>th</sup>] WHEREAS, the Contractor completed its original capital repayment obligations  
31 for the Orland Project on March 31, 1989; and

32 [6<sup>th</sup>] WHEREAS, as a result of state-of-the-art changes in the understanding of seismic  
33 loads on the Dam, the United States had determined that the Dam and related facilities needed be  
34 modified pursuant to the Reclamation Safety of Dams (“SOD”) Act, as amended, to preserve its  
35 structural integrity, maintain project benefits, and reduce the risk to the downstream public; and

36 [7<sup>th</sup>] WHEREAS, the SOD Act authorizes the Secretary of the Interior, through the  
37 Bureau of Reclamation, to perform the Modification Work, provided that 15% of the Modification  
38 Costs incurred to construct the Modification Work are reimbursed by Project beneficiaries in  
39 accordance with existing law; and

40 [8<sup>th</sup>] WHEREAS, in November 2004, Reclamation completed a payment capacity  
41 study of OUWUA in conjunction with Reclamation’s Safety of Dams Program (“Payment

42 Capacity Study”). Ultimately, the Payment Capacity Study concluded as follows: “The results  
43 of this study estimate farmers in OUWUA have no payment capacity available for repayment of  
44 this SOD project”; and

45 [9<sup>th</sup>] WHEREAS, on January 31, 2005, Reclamation completed a Final Environmental  
46 Assessment for the SOD Modification of the Dam, and issued a Finding of No Significant  
47 Impact (“FONSI”) on February 4, 2005, and a Supplemental FONSI on March 12, 2006; and

48 [10<sup>th</sup>] WHEREAS, on August 1, 2011, the United States provided written notice to the  
49 Contractor that the Modification Work was substantially complete as of that date (see Exhibit A  
50 hereto); and

51 [11<sup>th</sup>] WHEREAS, the total cost of the Modification Work was \$29,394,742, of which  
52 the reimbursable 15% is equal to \$4,409,211 and repayable by the Contractor in accordance with  
53 existing law; and

54 [12<sup>th</sup>] WHEREAS, the United States and Contractor have reviewed and analyzed  
55 payments for leases, licenses, easements and permits associated with the Orland Project to  
56 determine the scope and extent of incidental revenues as defined in Reclamation Policy,  
57 Directive and Standard PEC 03-01. Based upon this analysis, there exists, as of the effective  
58 date of this Contract, an incidental revenue credit in the amount of \$479,048.10, which the  
59 Contractor is entitled to apply as a tail-end credit towards the Contractor’s repayment obligation  
60 under this Contract, plus any such additional incidental revenue credit identified in accordance  
61 with Federal law and applicable Reclamation Policies and agreed to by the United States and the  
62 Contractor after the effective date of this Contract.

63 NOW, THEREFORE, in consideration of the above, it is mutually agreed by the parties  
64 as follows:

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DEFINITIONS

1. When used herein, unless otherwise distinctly expressed, or manifestly incompatible with the intent of the parties as expressed in this Contract, the term:
  - (a) “Angle Decree” shall mean that certain judgment rendered January 13, 1930, by the United States District Court, Northern District of California, Second Division, Honorable Frank H. Kerrigan, Judge, in that certain action in Equity No. 30 entitled “The United States if America, Plaintiff, v. H.C. Angle, et al., Defendants”;
  - (b) “Contracting Officer” shall mean the Secretary of the Interior and/or the duly authorized representative acting pursuant to this Contract or applicable Federal reclamation law or regulation;
  - (c) “Modification Costs” shall mean the total cost to the United States of the completed Modification Work;
  - (d) “Modification Work” shall mean the studies and corrective work performed by the United States on Stony Gorge Dam and appurtenant facilities, pursuant to the SOD Act;
  - (e) “Reimbursable Costs” shall mean 15 percent of the actual Modification Costs incurred by the United States, for the Modification Work;

TERM OF THE CONTRACT

2. This Contract shall become effective on the date first written above and shall remain in effect for a term of 50 years from August 2011, which is the date that the Modification Work was substantially complete, or until the Contractor has fully repaid to the United States the amount stated in accordance with Article 4, whichever occurs first.

87 SAFETY OF DAMS ACT MODIFICATION

88 3. The United States has financed, performed, and completed the Modification Work  
89 which was analyzed and described in the above-referenced Final Environmental Assessment and  
90 associated FONSI.

91 REPAYMENT OBLIGATION--TERMS OF REPAYMENT

92 4. (a) The Contractor shall repay to the United States the Reimbursable Costs for  
93 the Modification Work. This repayment obligation shall be allocated one hundred percent  
94 (100%) to irrigation water service. The date for the commencement of payments shall be August  
95 1, 2022.

96 (b) Reclamation's irrigation payment capacity study shows that the  
97 Contractor, at this time, does not have an ability to pay the repayment obligation. However, the  
98 Contractor agrees to make annual irrigation payments to repay the repayment obligation as  
99 provided in Article 4(a) above, subject to the conditions stated in Article 4(c). The total  
100 repayment obligation is \$4,409,211 ( $\$29,394,742 \times 15\% = \$4,409,211$ ). The schedule of annual  
101 payments is attached as Exhibit B.

102 (c) The Contractor is entitled to apply an incidental revenue credit in the  
103 amount of \$479,048.10, as a tail-end credit towards the Contractor's repayment obligation under  
104 this Contract, plus any additional incidental revenue credit agreed to by the United States and the  
105 Contractor after the effective date of this Contract. To facilitate the identification of potential  
106 additional incidental revenue credit, the United States shall provide to the Contractor an annual  
107 report by no later than 180 days after the close of Reclamation's preceding fiscal year which  
108 itemizes incidental revenues associated with the Orland Project. If Contractor identifies  
109 additional incidental revenues after the effective date of this Contract, the United States shall

110 determine whether it will agree to apply a corresponding tail-end credit for such revenues in  
111 accordance with Federal law and applicable Reclamation Policies within 30 days after the  
112 Contractor notifies the United States of such incidental revenues.

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114 (d) The Contractor reserves the right to prepay all or any portion of the  
115 outstanding balance of the Repayment Obligation at any time without penalty.

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TITLE TO REMAIN IN THE UNITED STATES

117 5. (a) Title to all of the Orland Project facilities and other assets owned by the  
118 United States shall be and remain in the name of the United States unless otherwise provided by  
119 Congress or authorized under the John D. Dingell Jr. Conservation Management and Recreation  
120 Act, Public Law 116-9, Title VIII, subtitle A.

121 (b) The rights and obligations created hereby are supplementary to and do not  
122 supersede or affect the rights and obligations under any prior contracts between the United States  
123 and the Contractor.

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CHARGES FOR DELINQUENT PAYMENTS

125 6. (a) The Contractor shall be subject to interest, administrative, and penalty  
126 charges on delinquent payments. If a payment is not received by the due date the Contractor  
127 shall pay an interest charge on the delinquent payment for each day the payment is delinquent  
128 beyond the due date. If a payment becomes 60 days delinquent, in addition to the interest  
129 charge, the Contractor shall pay an administrative charge to cover additional costs of billing and  
130 processing the delinquent payment. If a payment is delinquent 90 days or more, in addition to  
131 the interest and administrative charges, the Contractor shall pay a penalty charge for each day the  
132 payment is delinquent beyond the due date, based on the remaining balance of the payment due  
133 at the rate of 6 percent per year. The Contractor shall also pay any fees incurred for debt  
134 collection services associated with a delinquent payment.

135 (b) The interest charge rate shall be the greater of the rate prescribed quarterly  
136 in the Federal Register by the Department of the Treasury for application to overdue payments or  
137 the interest rate of 0.5 percent per month. The interest charge rate will be determined as of the  
138 due date and remain fixed for the duration of the delinquent period.

139 (c) When a partial payment on a delinquent account is received, the amount  
140 received shall be applied first to the penalty charges, second to the administrative charges, third  
141 to the accrued interest, and finally to the overdue payment.

142 GENERAL OBLIGATION--BENEFITS CONDITIONED UPON PAYMENT

143 7. (a) The obligation of the Contractor to pay the United States as provided in  
144 this Contract is a general obligation of the Contractor notwithstanding the manner in which the  
145 obligation may be distributed among Contractor's members and notwithstanding the default of  
146 individual members in their obligation to the Contractor.

147 (b) The payment of charges becoming due pursuant to this Contract is a  
148 condition precedent to receiving benefits under this Contract. The United States shall not make  
149 water available to the Contractor through Project facilities during any period in which the  
150 Contractor may be in arrears for more than 12 months in the payment of any Reclamation Safety  
151 of Dams Act charges due the United States.

152 CONFIRMATION OF CONTRACT

153 8. The Contractor, after the execution of this Contract, shall promptly seek to secure  
154 a decree of a court of competent jurisdiction of the State of California confirming the execution  
155 of this Contract. The Contractor shall furnish the United States a certified copy of the final  
156 decree, the validation proceedings, and all pertinent supporting records of the court approving  
157 and confirming this Contract and decreeing and adjudging it to be lawful, valid, and binding on  
158 the Contractor. This Contract shall not be binding on the United States until such final decree  
159 has been secured.

160 CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

161 9. The expenditure or advance of any money or the performance of any obligation of  
162 the United States under this Contract shall be contingent upon appropriation or allotment of  
163 funds. Absence of appropriation or allotment of funds shall not relieve the Contractor from any  
164 obligations under this Contract. No liability shall accrue to the United States in case funds are  
165 not appropriated or allotted.

166 OFFICIALS NOT TO BENEFIT

167 10. No Member of or Delegate to the Congress, Resident Commissioner, or official of  
168 the Contractor shall benefit from this Contract other than as a water user or landowner in the  
169 same manner as other water users or landowners.

170 CHANGES IN CONTRACTOR'S ORGANIZATION

171 11. (a) While this contract is in effect, no change may be made in the Contractor's  
172 organization, by inclusion or exclusion of lands or by any other changes which may affect the  
173 respective rights, obligations, privileges, and duties of either the United States or the Contractor

174 under this contract including, but not limited to, dissolution, consolidation, or merger, except  
175 upon the Contracting Officer's written consent.

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177 (b) Notwithstanding the preceding Article 11(a), the Contracting Officer shall  
178 not unreasonably withhold consent to: (i) a change in Contractor's form of organization that  
179 Contractor determines is necessary in order for Contractor to proceed with and complete any  
180 Orland Project title transfer activities that occur prior to completing payments under this  
181 Contract; and (ii) any inclusion or exclusion of lands that is approved by Court order under the  
182 Angle Decree.

183 ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED

184 12. (a) The provisions of this Contract shall apply to and bind the successors and  
185 assigns of the parties hereto, but no assignment or transfer of this Contract or any right or interest  
186 therein by either party shall be valid until approved in writing by the other party.

(b) Notwithstanding the preceding Article 12(a), the Contracting Officer shall  
not unreasonably withhold approval of an assignment or transfer of this Contract to a successor  
organization of Contractor that Contractor determines is necessary in order for Contractor to  
proceed with and complete any Orland Project title transfer activities that occur prior to  
completing payments under this Contract.

187 BOOKS, RECORDS, AND REPORTS

188 13. The Contractor shall establish and maintain accounts and other books and records  
189 pertaining to administration of the terms and conditions of this Contract, including the  
190 Contractor's financial transactions. Reports shall be furnished to the Contracting Officer in such  
191 form and on such date or dates as the Contracting Officer may require. Subject to applicable  
192 Federal laws and regulations, each party to this Contract shall have the right during office hours  
193 to examine and make copies of the other party's books and records relating to matters covered by  
194 this Contract.

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RULES, REGULATIONS, AND DETERMINATIONS

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14. The Contracting Officer shall have the right to make determinations necessary to administer this Contract that are consistent with the expressed and implied provisions of this Contract, the laws of the United promulgated by the Secretary of the Interior. Such determinations shall be made in consultation with the Contractor.

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EQUAL EMPLOYMENT OPPORTUNITY

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15. During the performance of this contract, the Contractor agrees as follows:

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(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, disability, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

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(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, disability, or national origin.

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(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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(4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

237 (7) The Contractor will include the provisions of paragraphs (1) through (7) in  
238 every subcontract or purchase order unless exempted by the rules, regulations, or orders of the  
239 Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24,  
240 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor  
241 will take such action with respect to any subcontract or purchase order as may be directed by the  
242 Secretary of Labor as a means of enforcing such provisions, including sanctions for  
243 noncompliance: *Provided, however*, that in the event the Contractor becomes involved in, or is  
244 threatened with, litigation with a subcontractor or vendor as a result of such direction, the  
245 Contractor may request the United States to enter into such litigation to protect the interests of  
246 the United States.

247 COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

248 16. (a) The Contractor shall comply with Title VI of the Civil Rights Act of 1964  
249 (42 U.S.C. 2000d), Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112, as amended), the  
250 Age Discrimination Act of 1975 (42 U.S.C. 6101, *et seq.*), Title II of the Americans with  
251 Disabilities Act of 1990 if the entity is a State or local government entity [Title III if the entity is  
252 a non-government entity], and any other applicable civil rights laws, as well as with their  
253 respective implementing regulations and guidelines imposed by the U.S. Department of the  
254 Interior and/or Bureau of Reclamation.

255 (b) These statutes require that no person in the United States shall be excluded from  
256 participation in, be denied the benefits of, or be otherwise subjected to discrimination under any  
257 program or activity receiving financial assistance from the Bureau of Reclamation on the  
258 grounds of race, color, national origin, disability, or age. By executing this contract, the  
259 Contractor agrees to immediately take any measures necessary to implement this obligation,  
260 including permitting officials of the United States to inspect premises, programs, and documents.

261 (c) The Contractor makes this agreement in consideration of and for the purpose of  
262 obtaining any and all Federal grants, loans, contracts, property discounts, or other Federal  
263 financial assistance extended after the date hereof to the Contractor by the Bureau of  
264 Reclamation, including installment payments after such date on account of arrangements for  
265 Federal financial assistance which were approved before such date. The Contractor recognizes  
266 and agrees that such Federal assistance will be extended in reliance on the representations and  
267 agreements made in this article and that the United States reserves the right to seek judicial  
268 enforcement thereof.

269 (d) Complaints of discrimination against the Contractor shall be investigated by the  
270 Contracting Officer's Office of Civil Rights.

271 CERTIFICATION OF NONSEGREGATED FACILITIES

272 17. The Contractor hereby certifies that it does not maintain or provide for its  
273 employees any segregated facilities at any of its establishments and that it does not permit its  
274 employees to perform their services at any location under its control where segregated facilities  
275 are maintained. It certifies further that it will not maintain or provide for its employees any  
276 segregated facilities at any of its establishments and that it will not permit its employees to  
277 perform their services at any location under its control where segregated facilities are  
278 maintained. The Contractor agrees that a breach of this certification is a violation of the Equal

279 Employment Opportunity clause in this contract. As used in this certification, the term  
280 "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms,  
281 restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas,  
282 parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing  
283 facilities provided for employees which are segregated by explicit directive or are in fact  
284 segregated on the basis of race, creed, color, or national origin, because of habit, local custom,  
285 disability, or otherwise. The Contractor further agrees that (except where it has obtained  
286 identical certifications from proposed subcontractors for specific time periods) it will obtain  
287 identical certifications from proposed subcontractors prior to the award of subcontracts  
288 exceeding \$10,000 which are not exempt from the provisions of the Equal Employment  
289 Opportunity clause; that it will retain such certifications in its files; and that it will forward the  
290 following notice to such proposed subcontractors (except where the proposed subcontractors  
291 have submitted identical certifications for specific time periods):

292 NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR  
293 CERTIFICATIONS OF NONSEGREGATED FACILITIES

294 A Certification of Nonsegregated Facilities must be submitted prior to the award of a  
295 subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal  
296 Employment Opportunity clause. The certification may be submitted either for each subcontract  
297 or for all subcontracts during a period (i.e., quarterly, semiannually, or annually). Note: The  
298 penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

299 MEDIUM FOR TRANSMITTING PAYMENTS

300 18. (a) All payments from the Contractor to the United States under this Contract  
301 shall be by the medium requested by the United States on or before the date payment is due. The  
302 required method of payment may include checks, wire transfers, or other types of payment  
303 specified by the United States.

304 (b) Upon execution of the Contract, the Contractor shall furnish the  
305 Contracting Officer with the Contractor's taxpayer's identification number (TIN). The purpose  
306 for requiring the Contractor's TIN is for collecting and reporting any delinquent amounts arising  
307 out of the Contractor's relationship with the United States.

308 CONTRACT DRAFTING CONSIDERATIONS

309 19. Those articles of this Contract which are double spaced have been drafted,  
310 negotiated, and reviewed by the parties hereto, each of whom is sophisticated in the matters to  
311 which this Contract pertains, and no one party shall be considered to have drafted the stated  
312 articles.

313 NOTICES

314 20. Any notice, demand, or request authorized or required by this Contract shall be  
315 deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or

316 delivered to the Regional Director, Mid-Pacific Region, Bureau of Reclamation, 2800 Cottage  
317 Way, Sacramento, California 95825-1898, and on behalf of the United States, when mailed,  
318 postage prepaid, or delivered to the General Manager, Orland Unit Water Users' Association,  
319 828 Eighth Street, Orland, California 95963. The designation of the addressee or the address  
320 may be changed by notice given in the same manner as provided in this Article for other notices.

DRAFT

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

UNITED STATES OF AMERICA

By: \_\_\_\_\_  
Regional Director, Mid-Pacific Region  
Bureau of Reclamation

(SEAL)

ORLAND UNIT WATER USERS'  
ASSOCIATION

By: \_\_\_\_\_  
President, Board of Directors

(SEAL)

Attest:

\_\_\_\_\_  
Secretary of the Board

**EXHIBIT A**  
 Notice of Substantial Completion



IN REPLY REFER TO:

NC-223  
 PRJ-8.10

United States Department of the Interior  
 BUREAU OF RECLAMATION  
 Northern California Area Office  
 16349 Shasta Dam Boulevard  
 Shasta Lake, California 96019-8400

AUG - 1 2011

Mr. Rick Massa  
 General Manager  
 Orland Unit Water Users' Association  
 828 Eighth Street  
 Orland, CA 95963

Subject: Transfer from Construction Status to Water User Organization Operation and Maintenance Status – Stony Gorge Dam Modification, Specifications No. 20-C0642, Contract No. 06CC202026 – Stony Gorge Inspection Access, Specifications No. 20-C0731, Contract No. R09CC20093 – Orland Project, California

Dear Mr. *Rick* Massa:

Enclosed are copies of the Bureau of Reclamation's transfer of facilities memorandums from construction status to operation and maintenance (O&M) status by the Northern California Area Office for the Safety of Dams (SOD) Modification Project for Stony Gorge Dam. The facilities being transferred were constructed to reduce the risk to the public that results from the potential for seismically induced instability of Stony Gorge Dam.

With the significant completion of the Stony Gorge Dam SOD Modification Project, it is proposed that the facilities be returned to preconstruction O&M status by the Orland Unit Water Users' Association (OUWUA). The O&M responsibility for the project was originally transferred to OUWUA on August 26, 1954. OUWUA has performed all O&M functions for the facilities since this date. Reclamation has performed periodic and comprehensive facility review examinations on 3-year intervals. The project authority and authority for transfer is found in the 1902 Reclamation Act, dated June 17, 1902.

The SOD modification facilities being transferred include the following: The concrete diaphragm wall; concrete capitals and struts; metal fabrications, lighting system, and distribution panel; inspection access installations; and other miscellaneous items of work associated with construction contracts with Shimmick Construction Company, Inc. and Anderson Burton Construction, Inc.

MP CONSTRUCTION OFFICE		
AUG 03 2011		
CODE	INT.	DATE
100	<i>Raw</i>	<i>8/3</i>
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200	<i>Raw</i>	<i>8/3/11</i>
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Classification	<i>PRJ 8.10</i>
Project	<i>22</i>
Control No.	<i>11062242</i>
Folder I.D.	<i>1013222</i>

Subject: Transfer from Construction Status – Stony Gorge Dam Modification 2

A transfer inspection was held with OUWUA on June 11, 2008, for the dam modification contract and on June 10, 2010, for the inspection access contract. The project features were in good condition. It was agreed that the project be transferred from Construction Status to O&M Status by OUWUA with the following stipulations:

1. Provide safe access for O&M, examination, and instrumentation monitoring personnel to the areas of the dam upstream of the diaphragm wall.
2. Provide additional security fencing to prevent public access to areas of the dam upstream of the diaphragm wall.

The safety and security-related issues were addressed with the completion of the inspection access contract on April 30, 2010. Work was funded by the Safety of Dams construction funding.

In a letter dated July 2, 2010, OUWUA expressed the need for additional work to reduce the future maintenance burden of OUWUA. The Northern California Area Office (NCAO) provided a response to these issues in a letter dated August 16, 2010. Work to address the following concerns was completed by NCAO general maintenance crews August 27-30, 2010. Work was funded by the Safety of Dams post-construction funding.

3. Provide warning signs to address potential fall hazards, head bumping, and entrapment issues created from construction of the diaphragm wall.
4. Provide level landings at the bottom of access ladders.
5. Provide a more durable leveling pad in place of the crushed aggregate to access downstream ladders.
6. Improve access to downstream ladders where water is ponded.
7. Modify undersized ladder landings where less than 2 feet by 2 feet.
8. Adjust light fixture placement under the spillway to avoid head bumping or provide adequate signage.
9. Investigate light fixture replacement under the spillway with fixtures less costly to maintain.
10. Secure non-grouted, stone block stair construction on the left abutment.

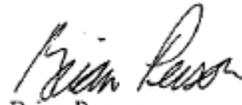
The remaining administrative work to be accomplished to close out this project includes the following: Provide copies of final project documentation to OUWUA, complete final OMB 300 reporting, perform final debriefing with the project team, perform closeout

Subject: Transfer from Construction Status – Stony Gorge Dam Modification 3

meeting with OUWUA, issue a final project status report, and archive contract and project files.

If you have any questions, please contact me at 530-276-2035 or e-mail [bperson@usbr.gov](mailto:bperson@usbr.gov).

Sincerely,



Brian Person  
Area Manager

Enclosures – 2

Concurrence:

\_\_\_\_\_  
Manager  
Orland Unit Water Users' Association

\_\_\_\_\_  
Date

bc: 84-44000 (RLuehring), 86-68130 (RMcGovern), 86-68360 (DSDaMS)  
MP-240 (JMGGoodwin), MP-440 (MLeBarre)  
NC-100 (BPerson), NC-105 (DBader), NC-200 (GMorris)  
MPCO-100 (RWelsh)  
(w/encl to each)

WBR:Patterson:pcole:7/28/11:530-276-5323  
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**EXHIBIT B**  
 Repayment Schedule

Payment #	Date	Payment	Balance
			\$ 4,409,211.00
1	8/1/2022	\$ 110,230.28	\$ 4,298,980.73
2	8/1/2023	\$ 110,230.28	\$ 4,188,750.45
3	8/1/2024	\$ 110,230.28	\$ 4,078,520.18
4	8/1/2025	\$ 110,230.28	\$ 3,968,289.90
5	8/1/2026	\$ 110,230.28	\$ 3,858,059.63
6	8/1/2027	\$ 110,230.28	\$ 3,747,829.35
7	8/1/2028	\$ 110,230.28	\$ 3,637,599.08
8	8/1/2029	\$ 110,230.28	\$ 3,527,368.80
9	8/1/2030	\$ 110,230.28	\$ 3,417,138.53
10	8/1/2031	\$ 110,230.28	\$ 3,306,908.25
11	8/1/2032	\$ 110,230.28	\$ 3,196,677.98
12	8/1/2033	\$ 110,230.28	\$ 3,086,447.70
13	8/1/2034	\$ 110,230.28	\$ 2,976,217.43
14	8/1/2035	\$ 110,230.28	\$ 2,865,987.15
15	8/1/2036	\$ 110,230.28	\$ 2,755,756.88
16	8/1/2037	\$ 110,230.28	\$ 2,645,526.60
17	8/1/2038	\$ 110,230.28	\$ 2,535,296.33
18	8/1/2039	\$ 110,230.28	\$ 2,425,066.05
19	8/1/2040	\$ 110,230.28	\$ 2,314,835.78
20	8/1/2041	\$ 110,230.28	\$ 2,204,605.50
21	8/1/2042	\$ 110,230.28	\$ 2,094,375.23
22	8/1/2043	\$ 110,230.28	\$ 1,984,144.95
23	8/1/2044	\$ 110,230.28	\$ 1,873,914.68
24	8/1/2045	\$ 110,230.28	\$ 1,763,684.40
25	8/1/2046	\$ 110,230.28	\$ 1,653,454.13
26	8/1/2047	\$ 110,230.28	\$ 1,543,223.85
27	8/1/2048	\$ 110,230.28	\$ 1,432,993.58
28	8/1/2049	\$ 110,230.28	\$ 1,322,763.30
29	8/1/2050	\$ 110,230.28	\$ 1,212,533.03
30	8/1/2051	\$ 110,230.28	\$ 1,102,302.75
31	8/1/2052	\$ 110,230.28	\$ 992,072.48
32	8/1/2053	\$ 110,230.28	\$ 881,842.20
33	8/1/2054	\$ 110,230.28	\$ 771,611.93
34	8/1/2055	\$ 110,230.28	\$ 661,381.65
35	8/1/2056	\$ 110,230.28	\$ 551,151.38
36	8/1/2057	\$ 110,230.28	\$ 440,921.10
37	8/1/2058	\$ 110,230.28	\$ 330,690.83
38	8/1/2059	\$ 110,230.28	\$ 220,460.55
39	8/1/2060	\$ 110,230.28	\$ 110,230.28
40	8/1/2061	\$ 110,230.28	\$ 0.00