

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 [3rd] 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 [4th] 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 [5th] WHEREAS, the Contractor completed its original capital repayment obligations
31 for the Orland Project on March 31, 1989; and

32 [6th] 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 [7th] 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 [8th] 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 [9th] 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 [10th] 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 [11th] 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 [12th] 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.

116 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.

124 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>
110		
200	<i>RAW</i>	<i>8/3/11</i>
300		
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AHS		
OFFICIAL FILE COPY		

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.

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
V:\Typing\Person\OUWUA\Trans Ltr to OUWUA.doc

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