

Modification

COPY

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5/08/92

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
CENTRAL UTAH PROJECT,
VERNAL UNIT, UTAH

CONTRACT BETWEEN THE UNITED STATES
AND
UINTAH WATER CONSERVANCY DISTRICT
FOR
SAFETY OF DAMS WORK ON STEINAKER DAM

1 THIS CONTRACT, made this ____ day of _____ 19__, pursuant to
2 the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or
3 supplementary thereto, particularly the Safety of Dams Act of November 2,
4 1978 (92 Stat. 2471), as amended August 28, 1984 (98 Stat. 1481), between
5 the UNITED STATES OF AMERICA, hereinafter called the United States, acting
6 through the Regional Director, Upper Colorado Region, Bureau of
7 Reclamation, the duly authorized representative of the Secretary of the
8 Interior, and the UINTAH WATER CONSERVANCY DISTRICT, a water conservancy
9 district organized and existing pursuant to the laws of the State of Utah,
10 hereinafter called the Contractor, with its principal office at Vernal,
11 Uintah County, Utah.

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13 WITNESSETH, that:

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EXPLANATORY RECITALS

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WHEREAS, Steinaker Dam was constructed between 1959 and 1962 by
the United States as part of the Vernal Unit, Central Utah Project, to
provide storage for irrigation water, municipal and industrial water, fish
and wildlife enhancement, and recreation; and

1 WHEREAS, investigations and studies by the Bureau of Reclamation
2 have found Steinaker Dam to be susceptible to failure in the event of a
3 severe earthquake; and
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5 WHEREAS, failure of Steinaker Dam would cause extensive flood
6 damage downstream, potential loss of life, and would reduce the water
7 supply available for project purposes; and
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9 WHEREAS, no operating restrictions are anticipated if
10 modification work is accomplished in the fall, after the irrigation season
11 and prior to the water runoff season, of the following year; and
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13 WHEREAS, the Safety of Dams Act authorizes the Secretary of the
14 Interior, through the Bureau of Reclamation, to perform the corrective
15 work, provided that 15 percent of the costs incurred to correct the safety
16 problems are allocated among the authorized purposes of the Vernal Unit
17 and the reimbursable portion repaid.
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19 NOW, THEREFORE, in consideration of the mutual covenants and
20 stipulations herein contained, it is mutually agreed between the parties
21 hereto as follows:
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23 DEFINITIONS

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25 1. When used herein the term:

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27 (a) "Secretary" or "Contracting Officer" means the
28 Secretary of the Interior or his duly authorized representative.
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30 (b) "Contractor" means the Uintah Water Conservancy
31 District.

1 (c) "Year" means calendar year.

2

3 (d) "Steinaker Dam" means Steinaker Dam, constructed by
4 the United States as part of the Vernal Unit, Central Utah Project.

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6 (e) "Modification Work" means the corrective work to be
7 performed by the United States on Steinaker Dam, as set forth in Article
8 2 herein, subject to such modifications as may be agreed upon by the
9 parties herein.

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11 (f) "Safety of Dams Act" means the Act of Congress
12 approved November 2, 1978 (92 Stat. 2471), and entitled the "Reclamation
13 Safety of Dams Act of 1978," as amended by the Act of Congress approved
14 August 28, 1984 (98 Stat. 1481), and entitled the "Reclamation Safety of
15 Dams Act Amendments of 1984."

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17 (g) "Reimbursable Costs" means the reimbursable portion of
18 the 15 percent of the costs incurred by the United States pursuant to the
19 Safety of Dams Act for the Modification Work.

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21 WORK TO BE PERFORMED

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23 2. The Modification Work contemplated on Steinaker Dam will
24 consist of removal of Zone 3 embankment material and the surficial clay,
25 densification using a large weight dropped in a grid pattern, and
26 placement of stability berms over the densified material. The dynamic
27 compaction zone is estimated to be 450-feet long by 180-feet wide and 25-
28 feet deep. The stability berm will be approximately 450 feet by 280 feet
29 by 65 feet. Material for construction is anticipated to come from borrow
30 areas presently owned by the United States which were acquired for the
31 construction of the existing Vernal Unit Project features. A grouting

1 program will fill potential cavities in the embankment and will reduce the
2 risk of failure of the existing grout curtain.

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SCHEDULING OF MODIFICATION WORK

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COSTS OF THE UNITED STATES

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RIGHTS-OF-WAY

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5. The United States agrees to secure any additional rights-of-way necessary to start and complete the Modification Work. If necessary, the United States will exercise its legal authority to acquire needed rights-of-way. Costs for such rights-of-way will become part of the cost of the Modification Work.

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1 PROVISIONS OF FUNDS BY THE UNITED STATES AND THE CONTRACTOR

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3 7. (a) The United States will provide funds, estimated to be
4 \$12,377,000 of the total \$12,500,000 cost, based on appropriations from
5 Congress, for the Modification Work. This advance will be the full
6 project cost except those funds determined to be Reimbursable Costs
7 allocated to municipal and industrial water pursuant to Article 6(a)
8 herein. The Contractor will advance the funds, estimated to be \$123,000,
9 for the Modification Work determined to be Reimbursable Costs allocated to
10 municipal and industrial water pursuant to Article 6(a) herein.

11
12 (b) The Contractor will advance the portion of the
13 Reimbursable Costs allocated to municipal and industrial water according
14 to the percentage of the total project costs scheduled for construction of
15 the Modification Work in each of the United States fiscal years, October
16 1 through September 30, that are involved in the construction program.
17 The first advance shall be made to the United States immediately upon the
18 execution of this contract in the amount of \$21,300, representing 17.3
19 percent of the total advance required and will be the Contractor's
20 proportionate share of the project cost scheduled through September 30,
21 1992. By September 10, 1992, the Contractor shall advance to the United
22 States, their proportionate share of the project costs scheduled for the
23 fiscal year, October 1, 1992, through September 30, 1993, the estimated
24 amount of \$64,700, representing 52.6 percent of the total advance required
25 by the Contractor. By September 10, 1993, the Contractor shall advance to
26 the United States, the proportionate share of the project cost scheduled
27 for the period of October 1, 1993, through June 30, 1994, the estimated
28 amount of \$37,000, representing 30.1 percent of the total advance required
29 by the Contractor. If any additional advances are required in an earlier
30 period than scheduled above, due to accelerated construction, the
31 Contractor will advance those funds 30 days after official notice from the

1 United States. Such adjustments will reduce the amount of the advances in
2 the subsequent periods.

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4 (c) Immediately upon receipt of the advance of funds from
5 the Contractor, the United States shall deposit the amount advanced into
6 a trust account in the United States Treasury. Thereafter , the United
7 States may draw upon said special trust account from time to time to
8 finance the performance of the Modification Work according to the approved
9 work schedule.

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11 (d) If there is a balance remaining in the special trust
12 account after completion of construction, it will be returned to the
13 Contractor.

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15 PRIOR CONTRACTS

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17 8. The rights and obligations created herein do not supersede
18 or affect the rights and obligations under any prior contracts between the
19 United States and the Contractor.

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21 OPERATION AND MAINTENANCE OF PROJECT WORKS

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23 9. The operation and maintenance of Steinaker Dam will
24 continue as agreed in prior contracts and agreements, as amended or
25 supplemented. Any additional operation, maintenance, or replacement
26 resulting from the inclusion of the Modification Work will be incorporated
27 into the regular assigned responsibilities as presently established.

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CHARGES FOR DELINQUENT PAYMENTS

10. (a) The Contractor shall be subject to interest, administrative and penalty charges on delinquent installments or payments. When a payment is not received by the due date, the Contractor shall pay an interest charge for each day the payment is delinquent beyond the due date. When a payment becomes 60 days delinquent, the Contractor shall pay an administrative charge to cover additional costs of billing and processing the delinquent payment. When a payment is delinquent 90 days or more, the Contractor shall pay an additional penalty charge of 6 percent per year for each day the payment is delinquent beyond the due date. Further, the Contractor shall pay any fees incurred for debt collection services associated with a delinquent payment.

(b) The interest charge rate shall be the greater of the rate prescribed quarterly in the Federal Register by the Department of the Treasury for application to overdue payments, or the interest rate of 0.5 percent per month prescribed by section 6 of the Reclamation Project Act of 1939 (Public Law 76-260). The interest charge rate shall be determined as of the due date and remain fixed for the duration of the delinquent period.

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

CONFIRMATION OF CONTRACT

11. The Contractor, after the execution of this contract, shall promptly seek to secure a decree of a court of competent jurisdiction of the State of Utah confirming the execution of this contract. The Contractor shall furnish the United States a certified copy of the final decree, the validation proceedings, and all pertinent supporting records of the court approving and confirming this contract, and decreeing and adjudging it to be lawful, valid, and binding on the Contractor. This contract shall not be binding on the United States until such final decree has been secured.

NOTICES

12. Any notice, demand, or request authorized or required by this contract shall be deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or delivered to the Regional Director, Upper Colorado Region, Bureau of Reclamation, 125 South State Street, P.O. Box 11568, Salt Lake City, Utah, 84117, and on behalf of the United States when mailed, postage prepaid, or delivered to the Uintah Water Conservancy District, 78 West 3325 North Vernal, Utah, 84078. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this article for other notices.

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By: _____
President

"EXHIBIT A"

**VERNAL UNIT PROJECT, UTAH
STEINAKER DAM-SAFETY OF DAMS**

REPAYMENT SCHEDULE

PAYMENT PERIOD	YEAR	IRRIGATION		REMAINING BALANCE
		WATER DISTRICT	CRSP	
0	1993	0	0	1,702,125
1	1994	0	0	1,702,125
2	1995	0	0	1,702,125
3	1996	0	0	1,702,125
4	1997	0	0	1,702,125
5	1998	0	0	1,702,125
6	1999	0	0	1,702,125
7	2000	0	0	1,702,125
8	2001	0	0	1,702,125
9	2002	0	0	1,702,125
10	2003	0	0	1,702,125
11	2004	0	0	1,702,125
12	2005	0	0	1,702,125
13	2006	0	0	1,702,125
14	2007	0	0	1,702,125
15	2008	0	0	1,702,125
16	2009	0	0	1,702,125
17	2010	0	0	1,702,125
18	2011	0	0	1,702,125
19	2012	0	0	1,702,125
20	2013	0	0	1,702,125
21	2014	0	0	1,702,125
22	2015	0	0	1,702,125
23	2016	30,000	0	1,672,125
24	2017	30,000	0	1,642,125
25	2018	30,000	0	1,612,125
26	2019	30,000	0	1,582,125
27	2020	30,000	0	1,552,125
28	2021	30,000	0	1,522,125
29	2022	30,000	0	1,492,125
30	2023	30,000	0	1,462,125
31	2024	30,000	0	1,432,125
32	2025	30,000	0	1,402,125
33	2026	30,000	0	1,372,125
34	2027	30,000	0	1,342,125
35	2028	30,000	0	1,312,125
36	2029	30,000	0	1,282,125
37	2030	30,000	0	1,252,125
38	2031	30,000	0	1,222,125
39	2032	30,000	0	1,192,125
40	2033	30,000	0	1,162,125
41	2034	30,000	0	1,132,125
42	2035	30,000	0	1,102,125
43	2036	30,000	0	1,072,125
44	2037	30,000	0	1,042,125
45	2038	30,000	0	1,012,125
46	2039	30,000	0	982,125
47	2040	30,000	0	952,125
48	2041	30,000	0	922,125
49	2042	30,000	0	892,125
50	2043	30,000	862,125	0
TOTALS		840,000	862,125	