STATE OF UTAH
CONTRACT AMENDMENT

AMENDMENT #: 2  CONTRACT #: 20-0309  CONTRACT ADMINISTRATOR: Candace Powers
CONTRACT TITLE: Uintah Basin Railway Planning - Phase II

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between the State of Utah, DEPARTMENT OF WORKFORCE SERVICES, HOUSING & COMMUNITY DEVELOPMENT DIVISION, Permanent Community Impact Fund (CIB), referred to as STATE and Seven County Infrastructure Coalition, referred to as CONTRACTOR

THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

1. Contract Period:
   06/13/2019 (Original Start Date)   05/31/2022 (New End Date)

2. Contract Amount:
   $21,400,000.00 (Current Contract Amount)   (N/A) (New Contract Amount)

3. Scope of Work Change:   (N/A)

4. Budget Change:   (N/A)

5. Effective Date of Amendment:  02/23/2021

6. Special Notices:
   Amendment #2: Extending Contract End Date

All other conditions and terms in the original contract and previous amendments remain the same.

IN WITNESS WHEREOF, the parties sign and cause the amendment to be executed.

CONTRACTOR

Michael J Mckee (Feb 25, 2021 16:29 MST)
Seven County Infrastructure Coalition
Title

STATE

Jonathan Hardy (Feb 25, 2021 16:30 MST)
Housing & Community Development Division Director
Title

DIVISION OF FINANCE:
RECEIVED AND PROCESSED
BY DIVISION OF FINANCE
02/26/2021
## COST SHARING

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<tr>
<th>Description</th>
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<td>Total Project Cost</td>
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<tr>
<td>Project Revenues</td>
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<tr>
<td>Applicant Cash</td>
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<tr>
<td>Local Cash</td>
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<td>State Grant</td>
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<tr>
<td>PCIFB Loan</td>
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<tr>
<td>PCIFB Grant</td>
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</tr>
<tr>
<td>Total Revenues</td>
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## BUDGET

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<td>1. Construction</td>
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<tr>
<td>2. Contingency</td>
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<td>3. Engineer/Architect</td>
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<td>4. Special Studies</td>
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<td>5. Land/Rights-of-Way/Water Rights</td>
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<td>6. Legal</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td>$21,400,000.00</td>
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ATTACHMENT D - SCOPE OF WORK

Uintah Basin Railway Planning - Phase II

The project consists of pre-construction planning, design, regulatory approval process, grant and loan procurement in order to qualify for construction grants. Phase II includes engineering, environmental issues including NEPA, mapping, operation and maintenance planning, right-of-way planning and negotiation, communication, STB regulatory and legal support, commercialization planning, program management, federal agency cost recovery including federal staff review of the EIS and right-of-way permitting process, financial advisory services and administrative travel expenses.

DETAIL:
$3,900,000 for Engineering Services, including design refinement, operating basis of design, engineering tasks required to complete the NEPA process, engineering services required to complete the commercialization process and procure services of a construction contractor. Geotechnical engineering and tunnel engineering are included. This task will provide the engineering to allow the Surface Transportation Board (STB) to complete environmental impact statement. Final detailed engineering will occur following regulatory approval (NEPA and permitting) after the alignment is selected. Those expenses are anticipated to be covered by the commercialization partner.

$6,900,000 for Baseline Environmental Services, including additional desktop analyses of environmental resources using GIS; coordination meetings with managing agencies, local knowledge, and any other available resources; refinement of the draft Purpose and Need statement; field surveys required to give the STB enough information to complete the NEPA process; coordination with STB, other agencies, and partners.

$400,000 for Mapping Services to supplement the Milestone 1 mapping based on alignment revisions and other project needs.

$138,000 for Operating and Maintenance Planning Services, including refined operating and maintenance criteria for environmental permitting and clearances; operating plan; maintenance plan; refined operating and maintenance cost estimates; development of main track capacity and train dynamics simulations.

$2,800,000 for Right-of-Way Planning Services, including analysis of land ownership types; development of GIS shapefiles; right-of-way options required to properly plan and option the right-of-way corridor through private and non-federal lands. Note: reimbursement for the purchase of rights-of-way prohibited.

$700,000 for Strategic Communications Services, including ongoing tasks required to refine the strategic communications efforts; interactions with the public, agencies, stakeholders, and other entities; compile a project website and social media tools.

$500,000 for Federal Agency Cost Recovery Fees required by the BLM, Forest Service, and/or BIA for involvement in the NEPA process, resource specialist reviews.

$1,900,000 for STB Regulatory and Other Legal Services, including planning and strategic guidance of the NEPA process; interaction and communication with the STB and other agencies; specialty legal services; strategic guidance of the Coalition regarding federal and tribal issues. All litigation expenses will be paid from the contract with ETJ law, and fall within the dollar limits imposed in Paragraph 11, Attachment B, to this Contract.

$50,000 for Financial Advisory Services, including updated risk and feasibility reviews based on updated commercial partnership information, municipal advisor services for bonding.

$1,850,000 for Program Management Services, including technical support to the project consultants; data gathering and distribution; technical coordination; STB and agency coordination; procurement of professional services; technical project management services; commercialization coordination; communications assistance.

$50,000 for Administrative/Expenses for Coalition Staff, including travel; meeting accommodations; administrative assistance; and other expenses required to manage the project. Expenses for Consultants will be covered in the other categories.
$2,212,000 for Contingency to cover unanticipated or expanded services based on project dynamics excluding litigation.

Budget amounts are estimates and will be allocated as necessary to accommodate the needs of the project, staying within the approved total budget of $21,400,000.