SEVEN COUNTY INFRASTRUCTURE COALITION
January 21, 2022

Resolution No. 2022-01B

RESOLUTION APPROVING THE 12th AMENDMENT TO THE MASTER PROFESSIONAL SERVICES AGREEMENT WITH HDR AND RELATED MATTERS.

WHEREAS, in December 2018, the Coalition Board entered into a Master Professional Services Agreement with HDR Engineering, Inc. with certain task orders related to the Uinta Basin Railway; and

WHEREAS, over the course of the Uinta Basin Railway project, it has been deemed wise and appropriate to clarify and amend the Master Professional Services Agreement with HDR and also related task orders; and

WHEREAS, the 12th Amendment to the Master Professional Services Agreement deals with the final total amount of such agreement:

NOW, THEREFORE, be it resolved by the Governing Board of the Seven County Infrastructure Coalition, Utah as follows:

1. The Governing Board hereby approves the 12th Amendment to the Master Professional Services Agreement with HDR which reduces the total amount of the agreement from $11,105,187.55 to $11,078,011.55. The Board authorizes the Executive Director to execute the 12th Amendment and to take all other actions to approve task order adjustments with HDR, including Task Order 11, related to the rail.

2. All parts of this Resolution are severable, and if any section, clause or provision of this Resolution shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, clause or provision shall not affect the remaining sections, clauses or provisions of this Resolution.

3. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.
APPROVED AND ADOPTED this January 21, 2022.

Motion by Commissioner Ogden and
Seconded by Commissioner Lytle.

SEVEN COUNTY INFRASTRUCTURE COALITION VOTING:

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Absent:

Co-Chair Casey Hopes

Co-Chair Greg Miles

ATTEST:

Heather B. Hoyt
TWELFTH AMENDMENT
TO
MASTER PROFESSIONAL SERVICES AGREEMENT

HDR Engineering, Inc. ("HDR") and Seven County Infrastructure Coalition ("Coalition") hereby enter into this Ninth Amendment (this "Amendment") to the Master Professional Services Agreement by and between them dated November 9, 2018, including all previous amendments thereto (collectively, the "Agreement"). This Amendment to the Agreement is entered into and effective by and between HDR and the Coalition as of this 21st day of January, 2022 (the "Effective Date").

WHEREAS:

The parties desire to amend the Agreement in order to amend the following provisions of the Agreement as herein provided:

SECTION III COMPENSATION

NOW, THEREFORE, ENGINEER and COALITION do hereby agree as follows:

1. The Agreement is hereby amended as follows, effective as of the Effective Date:

   SECTION III COMPENSATION that was added to the Agreement by Amendment 3 is hereby deleted in its entirety and replaced with the following:

   "Compensation for ENGINEER's Services for all task orders shall be $11,078,011.55 in accordance with the response submitted by the ENGINEER to the Coalition on November 1, 2018, and the Coalition only owes compensation for ENGINEER's services as set forth in the respective task orders including any and all change orders/amendments to such task orders."

2. The COALITION only owes compensation for HDR's services under the Agreement as set forth in the respective task orders, including all change orders/amendments to such task orders.

3. Except as set forth above, the Agreement remains in full force and effect by and between HDR and the Coalition.

4. This Amendment may be executed by the parties in multiple counterpart copies delivered via email or facsimile transmissions of the parties. A party's electronic signature or the image of a party's manual signature on any such counterpart shall constitute an original and effective signature to this Amendment for all purposes.
IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year written below:

HDR ENGINEERING, INC. ("HDR")

By: Brent W. Jensen
Title: Sr. Vice President/Area Manager
Date: January 21, 2022

SEVEN COUNTY INFRASTRUCTURE COALITION ("COALITION")

By: Michael J. McKeen
Title: Executive Director
Date: January 21, 2022