

INDEPENDENT CONSULTANT SERVICE AGREEMENT REGARDING  
RAIL PRE-FEASIBILITY-LEVEL REVENUE AND COST FORECASTS

THIS AGREEMENT, is made and entered into as of the 13th day of April 2018, by and between the Seven County Infrastructure Coalition, an independent Utah political subdivision, hereinafter referred to as the "Coalition," and R.L. Banks & Associates, Inc., hereinafter referred to as "RLBA."

WITNESSETH:

WHEREAS, the Coalition seeks to contract for the preparation of a pre-feasibility-level study or draft plan regarding a potential rail line connecting the Uinta Basin in Utah with the national rail network at two, alternative, junctions in Colorado, near Craig or Rifle, as described further in Attachment A, hereinafter collectively referred to as the "Project" and

WHEREAS, the Coalition desires to engage the services of RLBA in accordance with the common terms and conditions of this Agreement for the work more specifically described in Attachment A and

WHEREAS, RLBA is specially trained and possesses certain skills, experience, education and competency to perform those services as hereinafter set forth, with particular emphasis on the expected impact on crude oil prices that oil producers in the Uinta Basin could expect to receive with improves rail access to markets outside of the State of Utah and RLBA is ready, able and willing to provide such services under the common terms and conditions of the Agreement and

WHEREAS, it has been mutually agreed between the parties hereto, that the Coalition will employ RLBA to perform professional planning services to determine the financial feasibility in connection with the Project under the terms and conditions of this Agreement

NOW, THEREFORE, in consideration of the premises, covenants and Agreement hereinafter contained, the parties mutually agree as follows:

1. PERFORMANCE OF SERVICES

The Coalition hereby engages RLBA to perform and provide the services set forth in Attachment A and RLBA hereby agrees to perform such services in accordance with the general terms and conditions hereof. RLBA shall provide, at its sole cost and expense, all materials, equipment and personnel required to perform its services under and pursuant to this Agreement. RLBA agrees that it will at all times faithfully, industriously, and to the best of its ability, experience, and talents, perform all of the duties that may be required of and from it pursuant to the express and implicit terms of this Agreement, to the reasonable satisfaction of COALITION. The Contractor agrees that all work performed under this Agreement is the work product of and is owned by the Coalition and shall be public unless otherwise protected by the Utah Government Records Management Act, Title 63G, Chapter 2, Utah Code Annotated 1953, as amended.

## 2. SCOPE OF SERVICES

RLBA shall provide those services described and set forth in Attachment A. RLBA shall be an independent contractor beginning on the effective date of this Agreement, first listed above. RLBA acknowledges that it is not an employee of the Coalition, and has no rights as an employee. RLBA will be issued a 1099 for income tax reporting purposes.

## 3. PERIOD OF PERFORMANCE

The period of performance shall commence on the date of the Agreement. The Scope of Services shall be completed on or before August 10, 2018 unless otherwise directed by the Coalition.

## 4. COMPENSATION

The Coalition agrees to compensate RLBA in connection with the Scope of Services as described in Attachment B in an amount not to exceed a total of \$112,125.00 that RLBA staff make no more than two presentations to Coalition members on a date to be determined after July 2, 2018 and on August 10, 2018.

RLBA shall submit invoices and requests for payment in a form acceptable to the Coalition. Invoices shall not be submitted more often than once each month unless otherwise approved by the Agreement or in writing by the Coalition. Unless otherwise directed by the Coalition, all invoices shall contain sufficient information to reflect all RLBA Team time spent and all authorized reimbursable expenses directly associated with carrying out the Scope of Services during the stated period of the invoice. Following receipt of each RLBA invoice, the Coalition shall promptly review that invoice and pay it within 60 days of receipt provided it finds the invoice to be acceptable. Any invoices or requests for payment requiring substantial adjustments or modifications in the view of the Coalition will be returned to RLBA promptly for correction and resubmittal to the Coalition. All such concerns shall be emailed promptly to both Charles Banks, RLBA's President and Project Manager of this effort, at [cbanks@rlbadc.com](mailto:cbanks@rlbadc.com), who can be reached at 703 725 4418 and Deena Glover, RLBA's Controller, who can be reached at [dgllover@rlbadc.com](mailto:dgllover@rlbadc.com) and 703 997 4298.

## 5. INSURANCE

RLBA agrees to maintain such insurance as will fully protect RLBA and the Coalition from any and all claims by employees of RLBA under Workers Compensation Laws of the State of Utah and similar laws relating to employer's liability and from any and all other claims of whatsoever kind or nature for the damage to property or for personal or bodily injury, including death, made by anyone whomsoever which may be caused by negligent acts, errors or omissions arising out of the services of RLBA hereunder or by any subcontractor of RLBA or by anyone directly or indirectly engaged by or employed by either RLBA or any RLBA subcontractor. RLBA shall exonerate, indemnify and hold harmless the Coalition from and against, and shall assume full responsibility for the payment of all federal, state, and local taxes or contributions imposed or required under employment insurance, social security and income tax laws with respect to RLBA and RLBA's employees engaged in the performance of work under this Agreement. RLBA specifically agrees and understands, by execution of this Agreement, it will hold harmless and

indemnify the Coalition, its employees, officers and agents against all loss liability, damage and expenses caused by negligent acts, errors and/or omissions arising out of the services of RLBA hereunder or by any subcontractor of RLBA or by anyone directly or indirectly engaged by or employed by either RLBA or/and RLBA's subcontractor.

Within three weeks of commencing any work, RLBA shall provide the Coalition with a certificate evidencing such insurance. The certificate of insurance shall contain valid provisions or endorsements stating, the insurance coverage under this policy will not be canceled, suspended, or terminated without first giving thirty (30) days' notice in writing to the Coalition sent by certified mail, return receipt requested. The general liability policy shall contain a valid provision or endorsement stating that it includes blanket contractual liability coverage and that the coverage afforded the Coalition as an additional insured shall be primary.

## 6. TERMINATION

This Agreement may be terminated by the Coalition upon seven (7) days' written notice to RLBA provided RLBA is compensated in connection with work performed to the date of such termination.

## 7. EXTENT OF AGREEMENT

This Agreement represents the entire Agreement between the Coalition and RLBA and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Coalition and RLBA.

## 8. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Utah. Venue for any action arising under or occurring out of the performance or non-performance of this Agreement shall be in the jurisdiction of the Coalition in Utah. During its performance under this Agreement, RLBA is, and at all times shall be, legally obligated to follow and adhere to any and all local, state and/or federal laws, rules, regulations and requirements applicable to the Project, its design and RLBA's activities related thereto, including, by way of example but not limitation, the Code of Federal Regulations (CFR), Utah Statutes and any and all regulations promulgated thereunder or by the authority thereof.

## 9. ACCOUNTING RECORDS

Records of RLBA's direct personnel, consultant(s), subcontractors and reimbursable expenses pertaining to this Project and records of accounts between the Coalition and RLBA, shall be kept in accordance with generally recognized accounting principles and shall be available for review

by the Coalition or its authorized representative, at mutually convenient times, upon ten (10) days' written notice. RLBA shall maintain all such records for three (3) years following completion of the Project.

10. OWNERSHIP OF DOCUMENTS

All reports, drawings, specifications and other work product of RLBA in connection with this Project are instruments of service related to this Project only and shall remain the property of the Coalition and may become part of the public record for future reference at the discretion of the Coalition.

11. DELEGATION OF DUTIES

The Coalition and RLBA bind themselves, their successors, assigns and legal representatives of each to this Agreement and to all covenants of this Agreement. Neither the Coalition nor RLBA shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals.

SEVEN COUNTIES INFRASTRUCTURE  
COALITION

R.L. BANKS & ASSOCIATES,  
INC.

BY: Michael J. McKee  
Michael J. McKee, Executive Director

BY: \_\_\_\_\_  
Charles H. Banks

As of April 20, 2018  
DATE

As of April 20, 2018  
DATE

ATTEST

Eric Todd Johnson  
Eric Todd Johnson



## ATTACHMENT A

### SCOPE OF SERVICES

The Firm's Scope of Services is that described in Section 3, Project Understanding and Approach, in the Firm's April 5, 2018, proposal to the Coalition, which is to be considered part of this Attachment A as if fully set forth herein. As stated in Section 3, and further clarified hereby the Firm will:

- 1) estimate the demand (including non-binding letters of intent where desirable) for outbound and inbound Uinta Basin products by interviewing potential rail transporters (including the additional customer and information interviews (but not refinery interviews, identified in Section 3 Growth Scope of letter dated May 10, 2018) with estimates to be based on historical production or use of bulk commodities in the Uinta Basin and forecasts for production or use of bulk commodities. Interviews to include, but not be limited to, the exploration of current shipping methods, quantities, and costs to understand how reductions in costs might induce increased production and transportation of commodities both into and out of the Basin including frac sands, tubular product, drilling fluids, cement, pumping machinery and other bulk commodities;
- 2) estimate the costs to transport products to the National Rail System at two, alternative rail junctions including discussions with Class I railroads, including the operating and capital costs of one or more transloading facilities;
- 3) estimate the costs to transport products across the National Rail System from/to said junctions with particular analysis of transport to pacific coast and gulf coast refineries or locations (such as Cushing, Oklahoma, Nederland, Texas, and Shreveport, Louisiana) for Uinta Basin waxy crude oil both yellow wax and black wax and estimate the cost to transport Uinta Basin waxy crude oil to refineries in the Salt Lake City area;
- 4) Coordinate with Coalition representatives or agents, which representatives or agents will identify refineries or other oil handling facilities like Cushing, Oklahoma that would pay the highest prices for Uinta Basin waxy crude oil, both yellow wax and black wax to better understand the price that Uinta Basin waxy crude oil could expect to receive if transported via rail to locations outside the State of Utah (compare price Uinta Basin waxy crude could receive out of state compared to West Texas Intermediate or NYMEX prices), and review and include the information from this coordination in the Report;
- 5) synthesize the preceding results into a viability revenue/cost model with a 20-year forecast;

- 6) recommend a business model for operating the Project;
- 7) compare the cost/benefit of raiing bulk commodities into and out of the Uinta Basin compared to trucking such bulk commodities to existing railheads in Price, Utah and/or Craig, Colorado and evaluate rail into and out of the Uinta Basin compared to an oil pipeline to existing railheads in Price, Utah as previously studied by the Coalition, which previous study will be provided by the Coalition; and
- 8) present the findings in a Final Report transmitted no later than August 3, 2018, which shall be preceded by a Draft Report on July 3, 2018, a Draft Presentation on a date to be determined but soon after July 3, 2018 and a Final Presentation on August 10, 2018.