

ADDENDUM NO. 2
TO THE CONTRACT DOCUMENTS
for the construction of
SPANISH FORK SANTAQUIN PIPELINE
SANTAQUIN REACH
Contract C-2023-01

Date: October 31, 2023
Project No.: W7Y29003

To All Planholders and/or Prospective Bidders:

The following changes, additions, and/or deletions are hereby made a part of the Contract Documents for the construction of Spanish Fork Santaquin Pipeline Santaquin Reach dated October 2023 as fully and completely as if the same were fully set forth therein:

A. PART 1, PROCUREMENT REQUIREMENTS

1. Section 00 11 13, Advertisement for Bids, Page 2
 - a. CHANGE Bid Opening Date to “2:00 PM Thursday November 9, 2023”

B. PART 2, CONTRACTING REQUIREMENTS

1. Section 00 73 00, Supplementary Conditions
 - a. Page 22, Article 6, SC-6.04.F ADD Paragraph 12 “If this insurance is subject to deductible or self-insurance retentions, which deductible shall not be more than \$50,000, the Contractor shall be responsible for all losses not covered because of deductibles or retentions.”
 - b. Page 22, Article 6, SC-6.04.F ADD Paragraph 13 “The limits on the earthquake and flood for the insured’s builder’s risk policy shall not be less than \$3,000,000”
2. Section 00 73 01, Additional Supplementary Conditions, Supplement 1
 - a. ADD attached State of Utah Building Wage Rates

C. PART 3, SPECIFICATIONS

1. Section 01 11 00, Summary of Work, Supplement 1
 - a. SORENSON BROTHERS ORCHARD, LLC, REMOVE in its entirety “Contract No.23-LA-40-0200” and ADD attached right-of-entry entitled “Construction Right-of-Entry and Lease of Land” for Sorenson Brothers Orchards, LLC.

- b. SANTAQUIN CITY, REMOVE in its entirety “Construction Right-of-Entry” for Santaquin City and ADD attached “Temporary Construction Right-of-Entry” for Santaquin City.
 - c. DR HORTON, ADD attached right-of-entry entitled “Temporary Construction Easement Agreement” for DR Horton.
 - d. STRAWBERRY HIGH LINE CANAL COMPANY, REMOVE “PROJECT USE AGREEMENT” and replace by ADD attached updated “PROJECT USE AGREEMENT”.
 - e. UNION PACIFIC RAILROAD, ADD attached final railroad “PIPELINE CROSSING AGREEMENT, Mile Post: 729.89, Sharp Subdivision”, UPRR Project No. 0789026.
2. Section 01 31 13, Project Coordination
- a. Page 4, Article 1.05, Paragraph A, Subparagraph 5, ADD “j. SFS 128 LDS Church expires March 8, 2025”.
 - b. Page 10, Article 1.05, Paragraph A, ADD “12. No work shall occur in the months of October or November of any given year on 800 North west of, and including, the intersection with 420 West in accordance with the right-of-way agreements for properties owned by Wright and Degraw on the 800 North cul-de-sac unless the contractor secures written consent from the landowners to work during these two months.”

D. DRAWINGS

- 1. Drawing No. RW-2, Perpetual and Temporary Rights of Way and Land Ownership, ADD Note 1 “All concrete and metal debris located with the right-of-way parcel SFS 136 perpetual and temporary federal easement areas shown must be removed by the contractor to a location outside the work area and outside Assessor Parcel 30:092:0013”.
- 2. Drawing No. RW-4, Perpetual and Temporary Rights of Way and Land Ownership, CHANGE the symbol of Parcel SFS 151 adjacent to the south side of the High Line Canal from fee title to easement, and ADD a color green in the Legend, entitled, “Right-of-Entry Area”
- 3. Drawings No. SR-6 and SR-7, Surface Restoration Plans, Mountain Valley Fruit property, Sta 861+60 to Sta 889+90, ADD NOTE “Contractor shall place and compact a minimum of 4 inches of the 8 inches of UTBC to restore Santaquin City 10-foot-wide sewer line access road. Contractor may submit written request signed by landowner and Santaquin City to be approved by Owner for the contractor to stockpile remaining UTBC at a suitable location for the use of landowner and/or Santaquin City. Absent an approved written

request, the contractor shall place the full 8 inches of UTBC specified on the drawings.”

4. Drawing No. PA-2, DELETE in its entirety.
5. Drawing No. PP-80, Plan and Profile STA 714+00 to STA 721+00, General Notes, ADD Note 4, “Contractor shall restore alfalfa field and field crop topsoil, uncompacted and scarified, in a condition smooth and suitable for replanting. Landowners have been compensated for loss of alfalfa within the work area, reseeding, and impact to alfalfa yield during re-establishment period.”
6. Drawing No. PP-80, Plan and Profile, Sta 714+00 to Sta 721+00, General Notes for PP Drawings, ADD Note 5, “Orchard owners have been compensated for the loss of trees, small poly water lines and emitters within the work area. Contractor shall shorten and cap each poly water line to the edge of the work area in the manner the existing lines are capped or crimped prior to removing trees. See Specification Section 01 31 13 for special provisions within orchard areas. Mountain Valley Fruit has been compensated to relocate/reconstruct the anchor systems for the honey crisp apples near Lark Road to a location outside the work area. The Contractor shall include in the bid the cost to remove the tree row water systems and tree anchors located within the work area, in addition to the trees.”
7. Drawing No. PP-82, Plan and Profile, Sta 729+00 to Sta 738+00, Keynote No. 1, ADD “Conex contains household furnishings being stored temporarily during residence construction. Contractor shall be responsible for damage to contents during movement of the conex or coordinate with landowner for acceptable plan for contractor to relocate the contents of the conex before moving the conex.”
8. Drawing No. 40-E-1, Payson East Turnout & Isolation Valve Vault Electrical Site Plan, DELETE in its entirety and REPLACE with the attached.
9. Drawing No. 30-M-1, Material Schedule item #12. After tee ADD “venting device”.
10. Drawing No. 40-E-2, Payson East Turnout & Isolation Valve Vault Electrical Plan, DELETE in its entirety and REPLACE with the attached.
11. Drawing No. 45-M-1, Material Schedule item #20. DELETE “12”x20” WSP concentric reducer” and REPLACE with “12”x20” WSP tee venting device”. The branch pipe is 12”.

12. Drawing No. 45-M-1, Material Schedule item #37. DELETE “8” and REPLACE with “12”. The 12” AV will be installed on top of the 12”x20” WSP tee venting device.
13. Drawing No. 45-E-1, Payson Main Street Turnout Electrical Site Plan, DELETE in its entirety and REPLACE with the attached.
14. Drawing No. 45-E-2, Payson Main Street Turnout Electrical Plan, DELETE in its entirety and REPLACE with the attached.
15. Drawing No. 50-E-2, Payson South Turnout Vault Electrical Plan, Keynote 8, CHANGE “Salem City” to “Payson City”
16. Drawing No. 60-RW-1, CHANGE the symbol of Parcel SFS 151 adjacent to the south side of the High Line Canal from fee title to easement, and ADD a color green in the Legend, entitled, “Right-of-Entry Area”
17. Drawing No. 70-M-1, Material Schedule item #33. DELETE “, SEE PA-2” and REPLACE with “(3305-937)”.
18. Drawing No. 70-E-1, Pigging Structure Electrical Site Plan, DELETE in its entirety and REPLACE with the attached.
19. Drawing No. 70-SM-5
 - a. In the callout “8” WSP, Fittings, and Valves. See Note 1 and 2” DELETE “see Note 1 and 2”.
 - b. In Outlet Detail scale, DELETE “1” = 1’0”” and REPLACE with “NTS”
 - c. In Outlet Detail, DELETE callout “8” WSP w/ grooved end couplings, fusion epoxy line & coat in shop” and REPLACE with “Fusion bond epoxy line & coat WSP from grooved end coupling to BLD FLG, minimum 9””. DELETE callout arrow pointing at 90 deg bend and ADD callout arrow on straight horizontal section of pipe.
20. Drawing No. SD-32, Detail 3123-903P, ADD the following “refer to PP-105 for UPRR requirements” after “78” STEEL CASING, T_{min}=0.75” callout.

21. Drawing No. SD-39, ADD the following lines to the table on (3305-937).

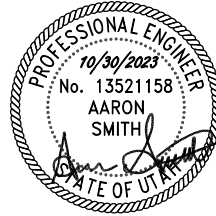
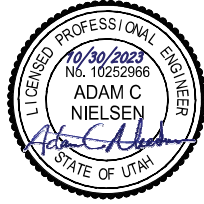
MAIN PIPE NOMINAL DIAMETER	DESIGN PRESSURE	OUTLET NOMINAL DIAMETER	OUTLET WALL THICKNESS	OUTLET DEFLECTION ANGLE	COLLAR THICKNESS (T)	COLLAR WIDTH (w)
(in)	(psi)	(in)	(in)	(DEG)	(in)	(in)
24	380	18	0.375	90	0.25	3.5
24	380	12	0.375	90	0.105	1.5

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 2 in the Bid Form or by submitting the Addendum with the bid package. Bid Forms submitted without acknowledgment or without this Addendum will be considered in nonconformance.

Jacobs



DIGITALLY SIGNED:
10/30/2023



Appended hereto and part of Addendum No. 2:

- A. Right of Entry, Sorenson Brothers
- B. Right of Entry, Santaquin City
- C. Right of Entry, DR Horton
- D. Project Use Agreement, Strawberry High Line Canal
- E. Pipeline Crossing Agreement, Union Pacific Railroad
- F. Drawing No. 40-E-1, Payson East Turnout & Isolation Valve Vault Electrical Site Plan
- G. Drawing No. 40-E-2, Payson East Turnout & Isolation Valve Vault Electrical Plan
- H. Drawing No. 45-E-1, Payson Main Street Turnout Electrical Site Plan
- I. Drawing No. 45-E-2, Payson Main Street Turnout Electrical Plan
- J. Drawing No. 70-E-1, Piggings Structure Electrical Site Plan
- K. State of Utah Building Wage Rates

END OF ADDENDUM



**CENTRAL UTAH WATER
CONSERVANCY DISTRICT**

Shelley Brennan *Chair of the Board*
G. Wayne Andersen *Vice Chair of the Board*
Gene Shawcroft *General Manager / CEO*

G. Wayne Andersen
Shelley Brennan
Jon Bronson
Kirk L. Christensen
Steve Farrell
Wade E. Garner

Board of Trustees

Steve Hanberg
Max Haslem
Marvin Kenison
Kathy Wood Loveless
Al Mansell
Greg McPhie

Eldon A. Neves
Jim Riding
Jennifer Scott
Edwin Boyd Sunderland
Randy L. Vincent
Brad Wells

September 27, 2023

Sorenson Brothers Orchard LLC
c/o Paul Sorenson
380 East 240 North
Orem, UT 84057

Subject: Construction Right of Entry

Dear Paul,

Enclosed for your records is a fully executed Construction Right-of-Entry and Lease of Land. Thank you for working with us on this project.

Sincerely,

Mark A. Breitenbach, P.E.
ULS Project Manager

Central Utah Project Completion Act
Utah Lake Drainage Basin Water Delivery System
Salem Reach 1
Utah County, Utah

Construction Right-of-Entry and Lease of Land

Sorenson Brothers Orchards, LLC, a Utah Limited Liability Company (“Permitter”) does hereby grant to the Central Utah Water Conservancy District and Department of Interior, their representatives and construction contractors (collectively “Permittees”) permission to temporarily enter upon the following described real property (“Property”):

An area of 1.70 acres as shown in green on Exhibit A attached hereto located on Assessor Parcels 30:092:0013 and 30:0092:0014 in Section 31, Township 9 South, Range 2 East, Salt Lake Base and Meridian.

This right-of-entry (“Agreement”) is for the purpose of providing a staging area within a former borrow pit area owned by the Permitter for the Permittees’ construction contractors to construct a tunnel across Interstate 15 and to install a 60-inch water pipeline with a federal easement being acquired separately from this Agreement along the north side of the Property. Construction of the 60-inch pipeline will include partial filling of the north edge of the borrow pit over the pipeline resulting in placement of approximately 1,100 cubic yards of compacted earthen fill material. This Agreement shall be in effect upon execution thereof and shall remain in effect for 30 months or until the completion of construction of the Spanish Fork / Santaquin Pipeline, whichever occurs first.

The Permittees agree to:

1. Provide temporary fencing along the south side of the Property as necessary to allow use by Permitter of the remaining portions of the Property for livestock.
2. Require the Permittees’ construction contractors to fill and compact to 90 percent an additional (additional to the 1,100 cubic yards of fill stated above) 2,500 cubic yards of 6-inch minus earthen material within the staging area of the Property in coordination with the Permitter and level the material to smoothly transition to the existing grade.
3. Notify construction bidders that the Permitter may be willing to accept additional earthen material to help fill portions of the borrow pit area. Any placement of additional material beyond the 1,100 cubic yards and 2,500 cubic yards stated herein shall be by separate agreement directly between the Permitter and the construction contractor.
4. Require the construction contractors to reseed all disturbed areas on the Property with an IFA irrigated pasture mix seed.
5. Maintain Permitter access to the existing metal shed on the Property during construction.


The Permitter agrees to:

1. Within 6 months from the date of the Agreement, relocate all personal property including, but not limited to, farm machinery, vehicles, fuel tank and other personal property items (with the exception of the sheet metal building) to an area located outside of the 80-foot-wide perpetual and temporary easement areas as shown on Exhibit A attached hereto, or to another location approved by the Permittees. If the Permitter installs an enclosure fence for the relocation of personal property, the fence location shall be outside of the 80-foot-wide perpetual and temporary easement areas as shown on Exhibit A attached hereto or said fence shall be coordinated with and approved by Permittees in advance of installation of the fence.
2. Remove or relocate all titled personal property as defined by the Utah Department of Motor Vehicles.
3. Accept the compensation amount of \$5,000 for the relocation of all personal property described above, which compensation shall be paid by Permittees within 30 days of notification and verification that the personal property, including all titled personal property, has been relocated outside of the perpetual and temporary easement areas located on the Property and as shown on attached Exhibit A.
4. After 6 months from the date of this Agreement, allow Permittees' construction contractors to remove and dispose of any remaining debris or personal property, with the exception of the metal building, located within the perpetual and temporary easement areas located on the Property and as shown on attached Exhibit A.

The compensation under this Agreement is in the form of the value of earthen material provided to partially fill a portion of the former borrow area on the Property, and that no additional monetary compensation for the staging area is provided above the amount stated above for the relocation of Permitter's personal property.

IN WITNESS THEREOF, we have set our hands this 22nd day of September, 2023.


Sorenson Brothers Orchards, LLC


Paul R. Sorenson, Manager

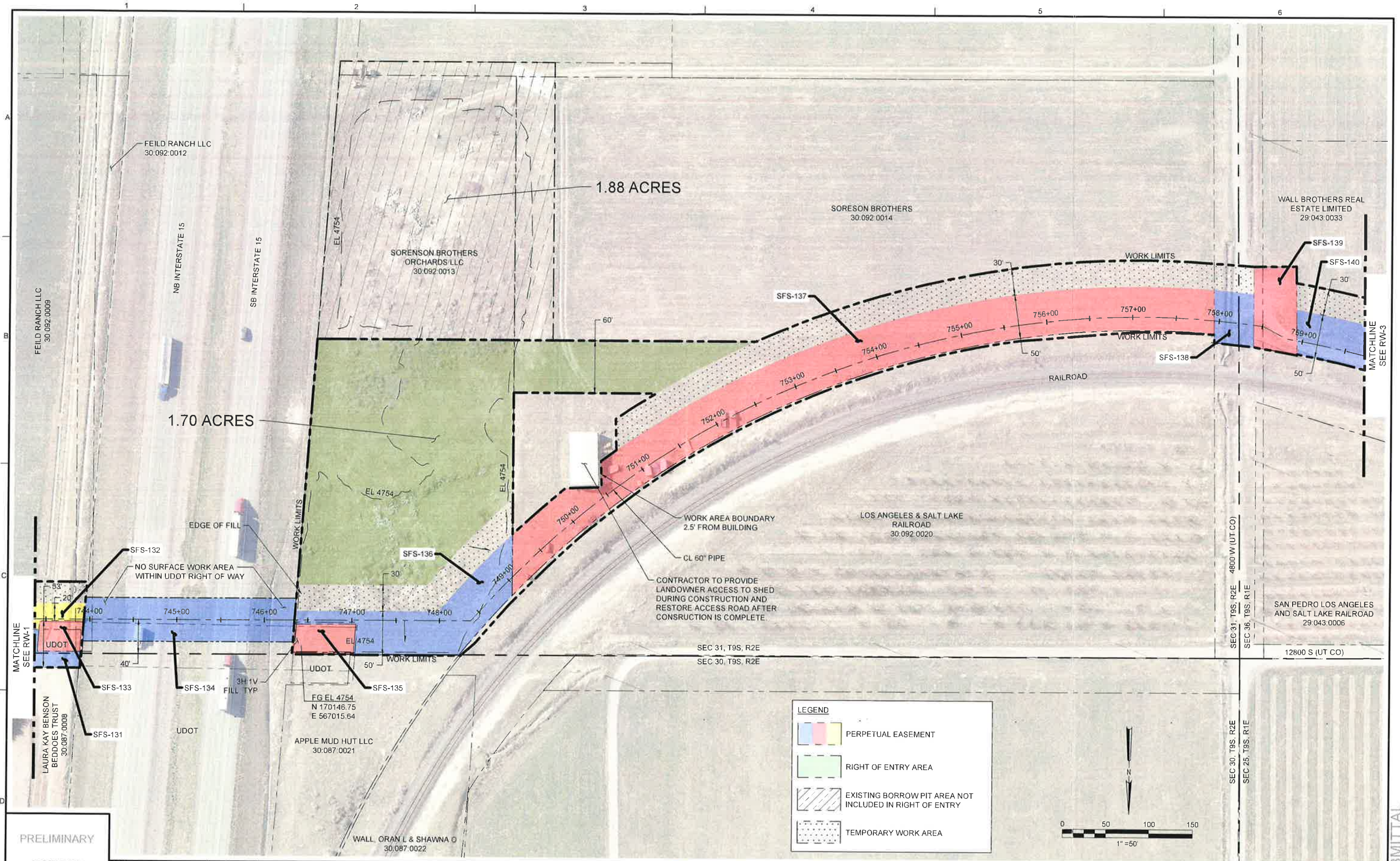

Steven L. Sorenson, Manager


Lowell F. Sorenson, Manager

ACCEPTED:
Central Utah Water Conservancy District


By and Date: Gene Shawcroft
General Manager
September 22, 2023


9/22/23



PRELIMINARY
NOT FOR
CONSTRUCTION

DSGN	R PHILLIPS				
DR	R PHILLIPS				
CHK	A NIELSEN				
APVD	A NIELSEN				
		NO.	DATE	REVISION	BY

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.



SPANISH FORK SANTAQUIN PIPELINE
SANTAQUIN REACH

PERPETUAL AND TEMPORARY RIGHTS OF WAY AND LAND OWNERSHIP

SHEET	XX OF XX
DWG	RW-2
DATE	2023
CONTRACT	C-2023-X

C:\pwworkdir\den003\ch2m\hll_rphillip7\1318459\SANR_Rwd 5-08-23 12:21pm rphillip7 XREFS: SANR_ANSI_D,SANR_ePRDPr,SANR_nWDRK_LIMITS,SANR_eAERIAL-Am,SANR_eAERIAL-Bm,SANR_eAERIAL-Cm,SANR_eAERIAL-Dm,SANR_eAERIAL-Em,SANR_eAERIAL-Fm,SANR_eUTILm,SANR_nSITm

85% SUBMITTAL

Central Utah Project Completion Act
Utah Lake Drainage Basin Water Delivery System
Santaquin Reach Pipeline
Utah County, Utah

Temporary Construction Right-of –Entry

Santaquin City, (“Permitter”) does hereby grant to the Central Utah Water Conservancy District and Department of Interior, their representatives and construction contractors (collectively “Permittees”) permission to temporarily enter upon the following two described real properties (“Properties”):

An area of 0.06 acre of vacant land as shown on Exhibit A-1 attached hereto located on Assessor Parcel 48:374:0003 in Section 36, Township 9 South, Range 1 East, Salt Lake Base and Meridian and further described as:

Commencing at the West Quarter Corner of Section 36, Township 9 South, Range 1 East, Salt Lake Base & Meridian, thence North 1838.05 feet; thence East 1070.59 feet to the True Point of Beginning; thence South 80°33'26" East 13.49 feet; thence South 80°33'23" East 30.41 feet; thence South 00°00'00" West 60.74 feet; thence North 90°00'00" West 43.31 feet; thence North 00°00'00" East 67.94 feet to the point of beginning; and

An area of 1.74 acres of vacant land as shown on Exhibit A-2 attached hereto located on Assessor Parcel 32:009:0046 in Section 3, Township 10 South, Range 1 East, Salt Lake Base and Meridian and further described as:

Commencing at the Southwest Corner of Section 3, Township 10 South, Range 1 East, Salt Lake Base & Meridian, thence North 884.65 feet; thence East 1961.56 feet to the True Point of Beginning; thence North 89°43'00" East 317.86 feet; thence South 00°17'00" East 40.00 feet; thence North 89°43'00" East 10.00 feet; thence South 00°17'00" East 458.22 feet; thence South 89°43'00" West 30.00 feet; thence North 00°17'00" West 330.60 feet; thence North 90°00'00" West 297.80 feet; thence North 00°09'29" West 40.00 feet; thence North 00°21'03" West 126.15 feet to the point of beginning.

This right-of-entry (“Agreement”) is for the purpose of providing temporary construction work area adjacent to locations where water delivery turnouts are being constructed to serve Santaquin City as part of the Santaquin Reach Pipeline. The work areas also provide construction access to Ginger Gold Road and to Summit Ridge Parkway. This Agreement shall terminate on May 20, 2026, or upon the completion of construction of the Santaquin Reach Pipeline, whichever occurs first.

The Permittees agree to:

1. Require the construction contractor to reseed all disturbed areas on the Property with either Intermountain Farmers Association non-irrigated pasture mix seed or UDOT highway seed mixture at the choice of the Permitter.
2. Restore the land to pre-existing condition.
3. Require the construction contractor to name Santaquin City as an “additional insured” on the contractor’s liability insurance policy for construction.
4. Not allow the construction contractor to use the area described herein except for access and local staging for the construction of the adjacent water delivery turnout structures and pipes. The property shall not be used for a batch plant, material stockpiling or construction yard without a separate agreement with Santaquin City.

IN WITNESS THEREOF, we have set our hands this _____ day of _____ 2023.

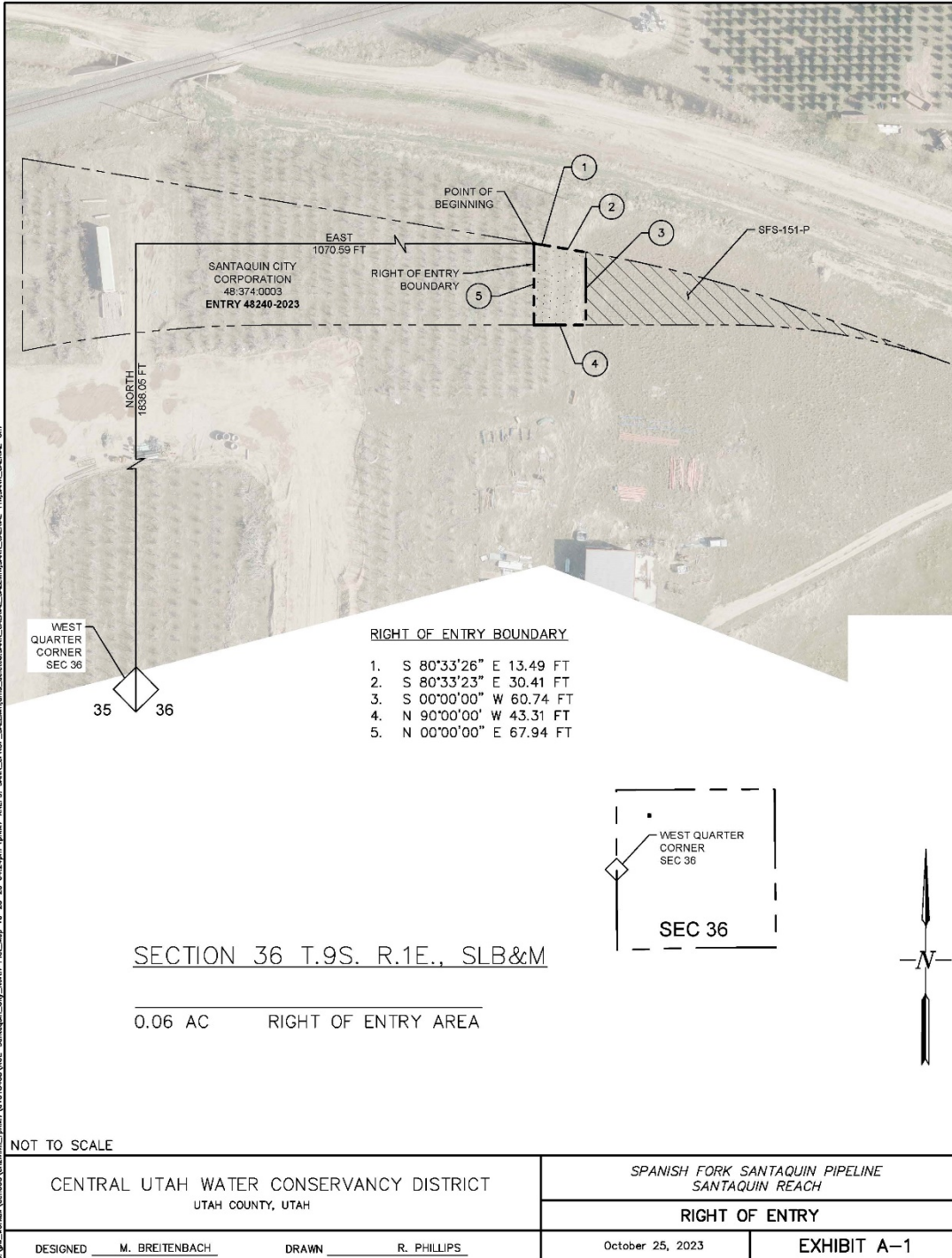
Santaquin City

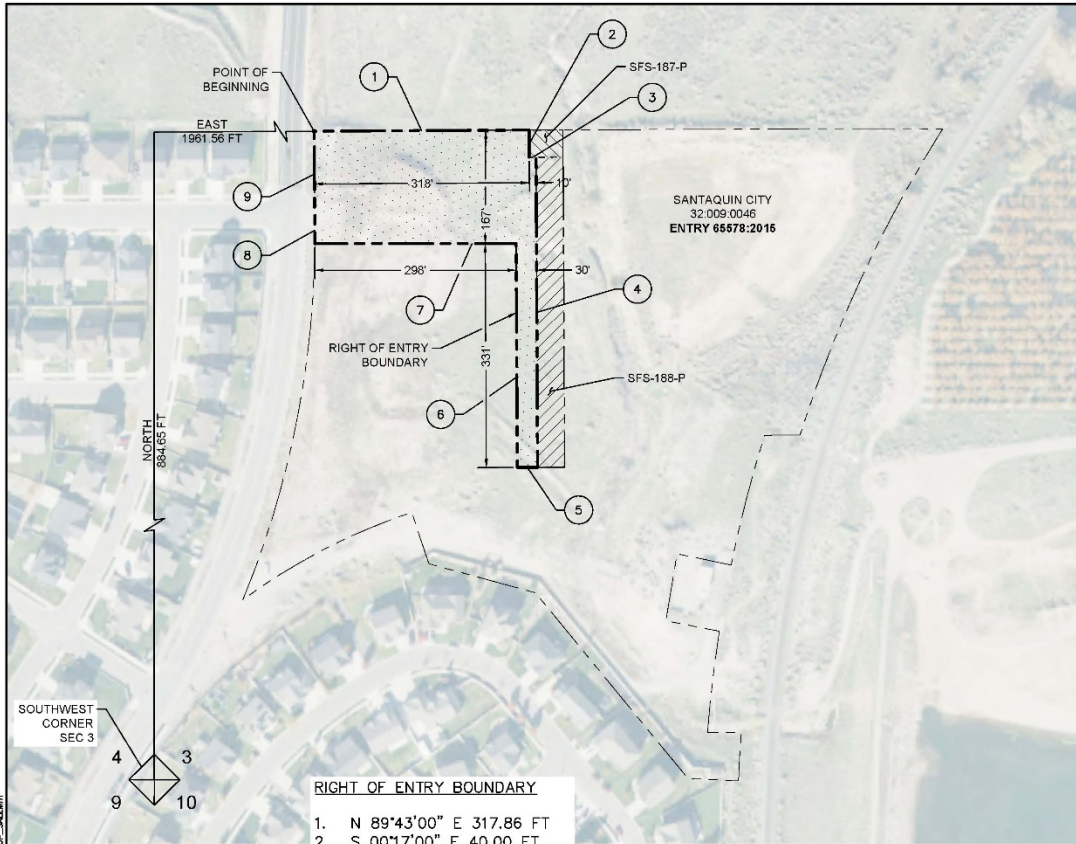
By and Date:

ACCEPTED:

Central Utah Water Conservancy District

By and Date:



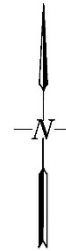
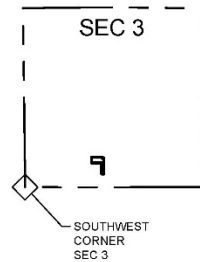


RIGHT OF ENTRY BOUNDARY

1. N 89°43'00" E 317.86 FT
2. S 00°17'00" E 40.00 FT
3. N 89°43'00" E 10.00 FT
4. S 00°17'00" E 458.22 FT
5. S 89°43'00" W 30.00 FT
6. N 00°17'00" W 330.60 FT
7. N 90°00'00" W 297.80 FT
8. N 00°09'29" W 40.00 FT
9. N 00°21'03" W 126.15 FT

SECTION 3 T.10S. R.1E., SLB&M

1.47 AC RIGHT OF ENTRY AREA



C:\pwworking\dwg03\dwg03a.dwg pphillips\1318408\PCF-Santaquin_City_South-Fork_Map_10-25-23_04:52pm.pphillips SANL.dwg 10/25/23

NOT TO SCALE

CENTRAL UTAH WATER CONSERVANCY DISTRICT UTAH COUNTY, UTAH		SPANISH FORK SANTAQUIN PIPELINE SANTAQUIN REACH	
		RIGHT OF ENTRY	
DESIGNED <u>M. BREITENBACH</u>	DRAWN <u>R. PHILLIPS</u>	October 25, 2023	EXHIBIT A-2

WHEN RECORDED RETURN TO:
D.R. Horton, Inc.
12351 South Gateway Park Place, Suite D-100
Draper, UT 84020
Attention: Boyd A. Martin

Space Above for Recorder's Use

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this “**Agreement**”) is entered into to be effective as of the ____ day of _____, 2023 (the “**Effective Date**”), by and between D.R. HORTON, INC., a Delaware corporation, its successors and assigns as the owner of the Easement Parcel defined below (“**Grantor**”), and Central Utah Water Conservancy District and the United States Department of the Interior (collectively referred to herein as “**Permittee**”). Grantor and Permittee may be referred to herein separately as a “**Party**” and collectively as the “**Parties.**”

RECITALS:

A. Grantor is the owner of that certain parcel of real property, located in Salem City, Utah County, Utah, which is more particularly described and depicted in EXHIBITS A and B attached hereto (the “**Easement Parcel**”). The approximate location of the Easement Parcel is also depicted in EXHIBIT C.

B. Permittee has requested and Grantor is willing to grant to Permittee a temporary construction easement in accordance with and subject to the terms of this Agreement.

AGREEMENT

NOW THEREFORE, IN CONSIDERATION FOR THE PAYMENT BY PERMITTEE TO GRANTOR OF \$1,000 AND FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to Permittee a non-exclusive, temporary construction easement for pedestrian and vehicular access (including access by construction vehicles) on, over, across, and through the Easement Parcel by Permittee and Permittee’s contractors, agents, employees and invitees (“**Permittee’s Invitees**”) for purposes related to utilizing the Easement Parcel as a staging area for Permittee’s construction contractor to construct a water delivery turnout (the “**Water Delivery Turnout**”) to serve Salem City’s planned secondary water system on the adjacent existing federal easement area (the “**Easement**”). Grantor hereby reserves unto Grantor the right to have and enjoy pedestrian and vehicular ingress and egress across, upon, within and through the Easement Parcel and the right to utilize the Easement Parcel for any and all purposes desired by Grantor, provided that Grantor’s use of the Easement

Parcel does not materially prevent or impair Permittee's use of the Easement Parcel as a staging area, as provided in this Section 1.

2. Condition of the Easement Parcel. Permittee accepts the Easement Parcel and all aspects thereof in its "AS IS," "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS," including but not limited to both latent and patent defects, and subject to the existence of hazardous materials, if any, and any other licenses, easements, rights, or other encumbrances affecting the Easement Parcel. Permittee hereby waives all warranties, express or implied, regarding the title, condition and use of the Easement Parcel, including, but not limited to any warranty of merchantability or fitness for a particular purpose. Without limiting the generality of the foregoing, the Easement interests are granted to Permittee subject to: (a) any state of facts which an accurate ALTA/ASCM survey or physical inspection of the Easement Parcel might show; (b) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (c) reservations, licenses, easements, rights-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity. Permittee must obtain any and all consents, approvals, permissions, and agreements to cross, encumber or encroach upon any other easements or rights of others related to its use and disturbance of the Easement Parcel.

3. Insurance. Prior to the entry onto the Easement Parcel by Permittee or any of Permittee's Invitees pursuant to this Agreement, Permittee shall obtain and maintain in full force and effect throughout the duration of the Easement, at Permittee's own expense, a commercial general liability policy of insurance, on which Grantor shall be named as an additional insured, insuring against liability for injury to persons and/or property and death of persons occurring in, on or about the Easement Parcel to the extent caused by the use by Permittee's Invitees of the Easement Parcel, pursuant to this Agreement, with a limit of liability of not less than One Million Dollars (\$1,000,000) combined single limit. Such coverage afforded to Grantor shall be primary and non-contributory. Permittee's commercial general liability insurance under this Section 3 may be part of a blanket or umbrella policy of insurance which Permittee has in force. Permittee shall also obtain and maintain automobile liability insurance with a minimum limit of One Million Dollars (\$1,000,000) combined single limit per accident, with coverage applying to any auto utilized by Permittee and Permittee's Invitees upon the Easement Parcel. Permittee shall also obtain and maintain all employee's compensation and employer liability insurance required under applicable workers' compensation laws. Permittee shall furnish Grantor with a certificate of insurance demonstrating compliance with this Section 3 prior to the entry onto the Easement Parcel by Permittee or any of Permittee's Invitees pursuant to this Agreement.

4. Damage; Repair; Restoration and Indemnification. Permittee, at its sole cost and expense, shall defend, indemnify and hold harmless Grantor, its members, employees, agents, contractors and affiliates against and from any and all claims, losses, damages, liabilities and expenses, including, but not limited to, attorneys' fees, arising out of injuries or damages to persons or to the Easement Parcel, by reason of any cause whatsoever arising from the temporary use or occupancy of the Easement Parcel by Permittee or any of Permittee's Invitees. At the expiration of this Agreement, Permittee shall restore the Easement Parcel to substantially the same condition in which the Easement Parcel was found as of the date hereof, and Permittee shall require Permittee's construction contractor to reseed all disturbed areas within the Easement Parcel with

an IFA irrigated pasture mix seed or other seed mixture approved and requested by Grantor. Permittee is a governmental entity and nothing contained in this Agreement shall constitute a waiver of the protections, immunities, and liability limits of the Governmental Immunity Act, U.C.A. § 63G-7-101, et. seq.

5. Duration of Easement. This Agreement shall continue in effect for thirty (30) months from the Effective Date of this Agreement or until Permittee has concluded the construction of the Water Delivery Turnout, whichever event occurs first. Upon the reasonable request of any Party following the expiration or earlier termination of this Agreement, written evidence of the expiration or earlier termination of this Agreement in recordable form reasonably acceptable to the Parties shall be promptly executed, delivered and recorded by the Parties in the Office of the Recorder of Utah County, Utah.

6. Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or a dedication of any portion of the Easement Parcel to or for the general public or for any public purpose whatsoever.

7. Covenants Run with Land. The obligations of the Parties hereunder shall be covenants running with the land and shall be binding upon the owner of the Easement Parcel and its successors in title. The terms, conditions and provisions of this Agreement shall extend to and be binding upon the successors and assigns of the Parties.

8. Remedies in the Event of a Breach. In the event of any violation or threatened violation by a Party of any of the terms of this Agreement, the other Party shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth in this Agreement or provided by law or in equity, including the right of the Party not in default to terminate this Agreement.

9. Notices. Any notices under this Agreement shall be given in writing by registered or certified mail, postage prepaid, return receipt requested and addressed as follows:

To Grantor: D.R. Horton, Inc.
12351 South Gateway Park Place, Suite D-100
Draper, UT 84020
Attention: Boyd A. Martin

To Permittee: Central Utah Water Conservancy District
1426 East 750 North, Suite 400
Orem, Utah 84097
Attention: CUPCA Program Manager

or to such other addresses as may hereafter be designated in writing by the respective Parties hereto. The time of rendition or giving of notice shall be deemed to be the time when the same is actually received or delivery is attempted by certified or registered mail.

10. General Provisions.

(a) No Waiver. Any Party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions of this Agreement may only be waived by a writing signed by the Party intended to be benefited by the provisions to be waived specifically acknowledging an intent to waive such provisions. A waiver by a Party of any breach hereunder by any other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

(b) Attorneys' Fees. In the event it becomes necessary for any Party hereto to employ an attorney in order for such Party to enforce its rights hereunder, either with or without litigation, the non-prevailing Party or Parties of such controversy shall pay to the prevailing Party or Parties reasonable attorneys' fees and, in addition, such costs and expenses as are incurred by the prevailing Party or Parties in enforcing its rights hereunder.

(c) Entire Agreement. This Agreement, together with all exhibits and attachments, constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes any prior understandings, agreements, or representations, verbal or written pertaining to the subject matter hereof. No modification of, or amendment to, this Agreement shall be effective unless in writing signed by all Parties. This Agreement shall not be supplemented or modified by any course of dealing.

(d) Interpretation. Whenever the context requires construing the provisions of this Agreement, the use of a gender shall include both genders, use of the singular shall include the plural, and the use of the plural shall include the singular. The word "including" shall be construed inclusively, and not in limitation, whether or not the words "without limitation" or "but not limited to" (or words of similar importance) are used with respect thereto. The provisions of this Agreement shall be construed as a whole and not strictly for or against any Party. Unless otherwise provided, references to Sections refer to the Sections of this Agreement.

(e) Further Assurances. All Parties shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents as may be necessary in order to complete and evidence the conveyance, transfer or termination herein provided and to do all things as may be reasonably requested in order to carry out the intent and purpose of this Agreement.

(f) Governing Law. This Agreement shall be governed by and construed in accordance with and interpreted under the laws of the State of Utah.

(g) Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, condition, and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, so long as removing the severed portion does not materially alter the overall intent of this Agreement.

(h) Relationship of Parties. The Parties shall not, by this Agreement nor by any act of any Party, be deemed principal and agent, limited or general partners, joint venturers or to

have any other similar relationship to each other in the conduct of their respective businesses, or otherwise.

(i) Authority. Each undersigned represents and warrants that each has been duly authorized by all necessary corporate, company or governmental action, as appropriate, to execute this Agreement for and on behalf of the respective Parties.

(j) Counterparts. This Agreement may be executed in one or more counterparts, each of which, when so executed, shall be deemed to be an original. Such counterparts shall together constitute and be one and the same instrument.

IN WITNESS WHEREOF the Parties have executed this Agreement to be effective as of the Effective Date.

D.R. HORTON, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

CENTRAL UTAH WATER CONSERVANCY
DISTRICT

By: _____
Name: _____
Title: _____

STATE OF UTAH)
)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by _____, in such person’s capacity as the _____ of D.R. HORTON, INC., a Delaware corporation.

NOTARY PUBLIC

STATE OF UTAH)
)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by _____, as the _____ of the CENTRAL UTAH WATER CONSERVANCY DISTRICT.

NOTARY PUBLIC

**EXHIBIT A
TO
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

Description and Depiction of the Easement Parcel

An area of 0.15 acre as shown on Exhibit B attached hereto located on Assessor Parcels 29:049:0024 in Section 5, Township 9 South, Range 3 East, Salt Lake Base and Meridian and more particularly described as Beginning at a point West 1737.53 feet and South 141.72 feet from the Northeast corner of said Section 5; thence South 70 degrees 52 minutes 27 seconds West 61.11 feet; thence South 59 degrees 37 minutes 30 seconds West 23.08 feet; thence South 47 degrees 24 minutes 0 seconds West 49.77 feet; then North 30 degrees 22 minutes 48 seconds West 56.20 feet; thence North 59 degrees 37 minutes 12 seconds East 131.67 feet; thence South 30 degrees 22 minutes 48 seconds East 57.59 feet.

Tax Parcel No. 29:049:0024

EXHIBIT B TO TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

Description and Depiction of the Easement Parcel

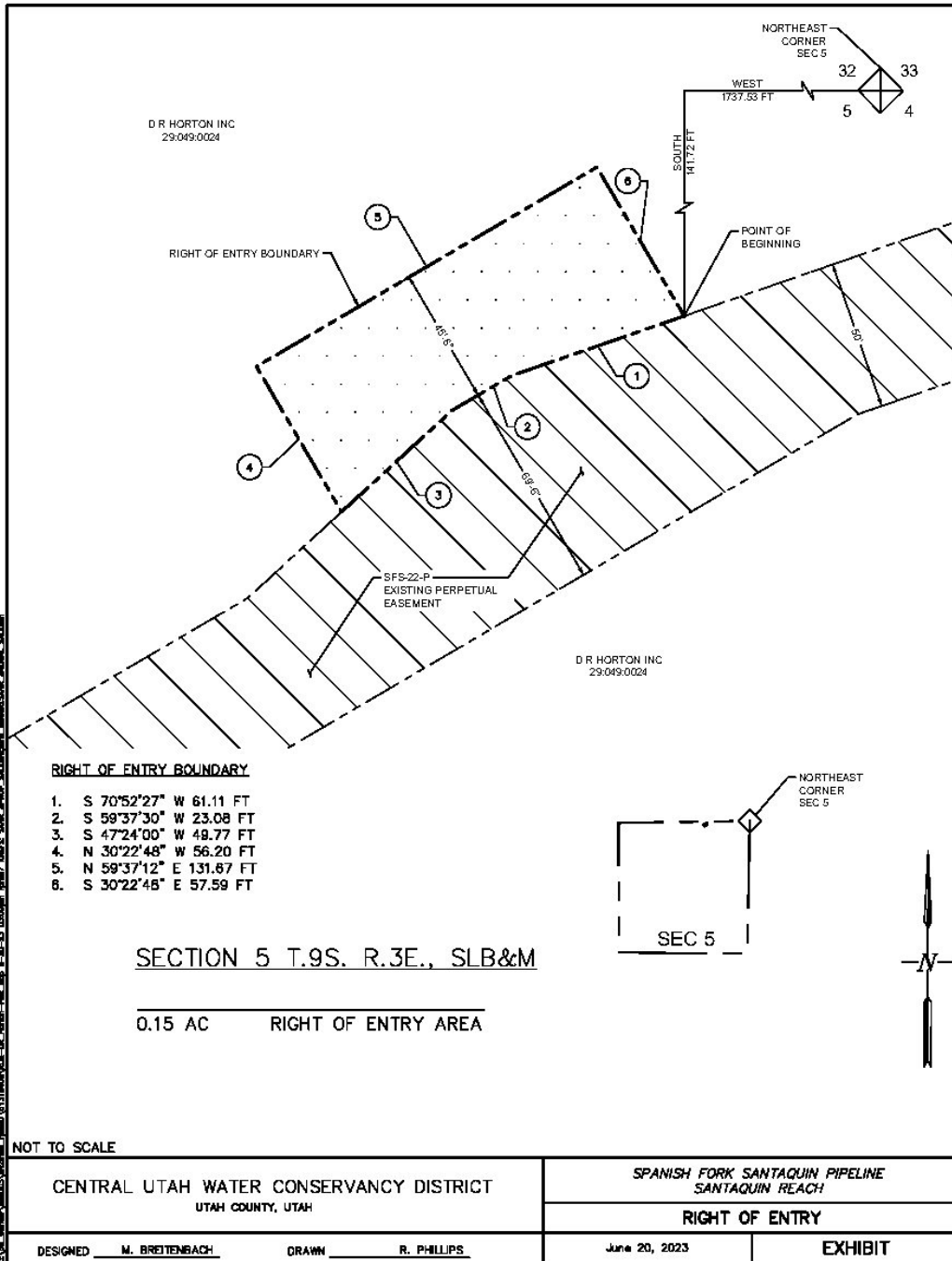
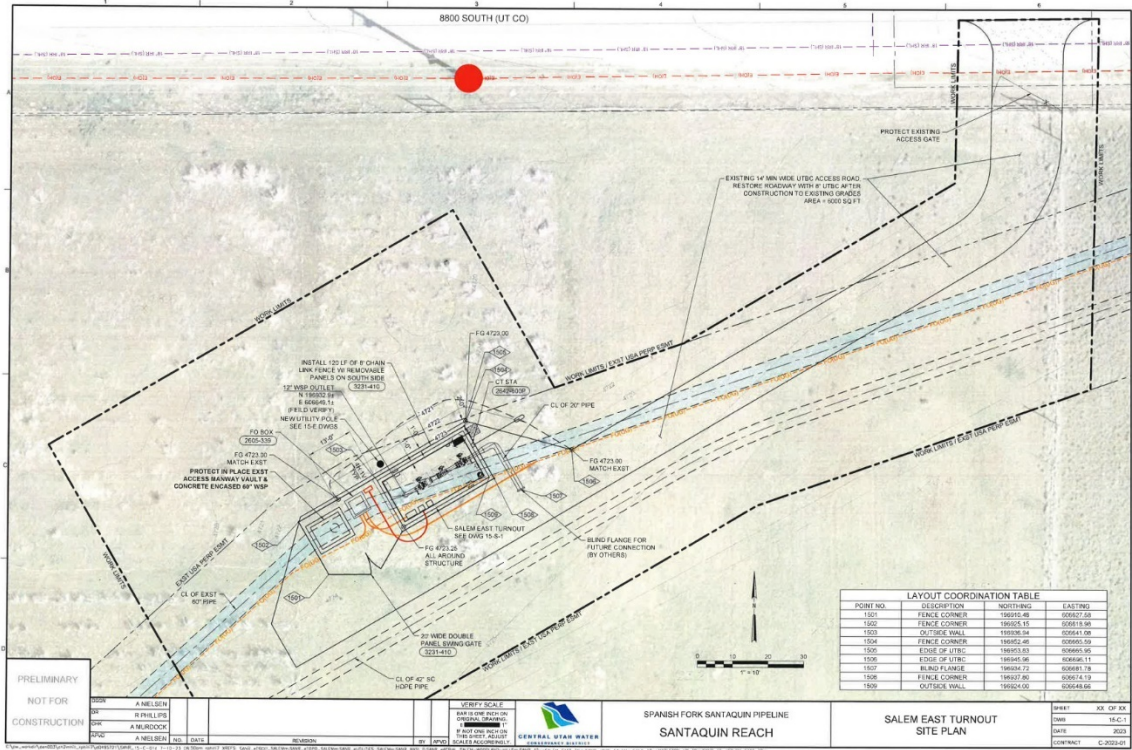


EXHIBIT C TO TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

Description and Depiction of the Easement Parcel



PROJECT USE AGREEMENT

THIS PROJECT USE AGREEMENT (“Agreement”), made this ____ day of _____, 2023, pursuant to the Act of Congress of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, (all such acts are commonly known and referred to as “Reclamation Laws”), including Section 10 of the Reclamation Project Act of 1939 (43 U.S.C. § 387), the Reclamation Project Authorization and Adjustment Act of 1992 (PL 102-575, Central Utah Project Completion Act (“CUPCA”), is among the United States of America, Department of the Interior, CUPCA Office (“CUPCA Office”); the Bureau of Reclamation (“Reclamation”); the Central Utah Water Conservancy District (“District”); and the High Line Canal Company (“Company”).

WITNESSETH THAT:

WHEREAS, pursuant to federal law and contract with the United States, through Reclamation (Contract No. 32, dated April 7, 1916), the Company operates and maintains a water conveyance system known as the Strawberry High Line Canal (“Canal”), a federal facility constructed and owned by the United States located within United States of America, fee title land (“United States’ land”) in Section 36, Township 9 South, Range 1 East, SLB&M, near Santaquin, Utah; and

WHEREAS, for purposes of this Agreement, the United States of America is acting by and through Reclamation related to the Canal and the United States’ land; and

WHEREAS, the Company operates and maintains the Canal as an earthen unlined canal in said Section 36; and

WHEREAS, pursuant to CUPCA and contract with the United States, through the CUPCA Office (Contract No. 04-WC-40-190, dated March 15, 2004), the District is constructing a federally owned water pipeline consisting of an approximately 16.5-mile-long 60-inch welded steel water conveyance pipeline, fiber optic cable, water delivery turnouts and pipeline appurtenances known as the Spanish Fork Santaquin Pipeline (“Pipeline”); and

WHEREAS, the Pipeline is an approximate 4.3-mile-long segment of the overall Spanish Fork Santaquin Pipeline that will begin near the intersection of State Route 198 and 12800 South, Santaquin, Utah, then follows generally along the south and easterly boundary of the Union Pacific Railroad to the southwest side of Santaquin City near the north side of the Summit Ridge development; and

WHEREAS, The United States of America, which acquiring federal agency is the CUPCA Office, is acquiring easements (“Easement”) for the Santaquin Reach Pipeline; and

WHEREAS, the Pipeline will cross the Canal easterly of Center Street, Santaquin and include a water delivery turnout to Santaquin City; and

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein, the parties agree as follows:

1. The United States, through Reclamation and with the Company's consent, hereby grants to the District and its representatives permission to encroach on the United States' land for a work area to construct the federal Pipeline installation and for long-term operation and maintenance, and is further willing to grant to the District permission to remove and restore the Canal at the Pipeline crossing in accordance with the design drawings in Exhibit A ("Drawings"), which is attached hereto;
2. Design and Construction of Federal Facilities. The District shall construct the Pipeline, which crosses the Canal at approximate Pipeline Station 803+60, and a water delivery turnout to Santaquin City. The Pipeline shall have a minimum of 8 feet of clearance with the invert flow line of the Canal. All construction work shall be in accordance with the Drawings. The construction work shall be confined to the areas shown on Drawing RW-4 of Exhibit A and further described in Exhibit B attached hereto as Parcel SFS-150.
3. Access. The District shall have no right to make any other alterations or changes to the Canal or to otherwise use United States' lands without first receiving both Reclamation's and the Company's written approval; EXCEPTING the District and its representatives shall have unrestricted perpetual access to operate, maintain and replace the Pipeline within 50 feet either side of the Pipeline crossing the Canal through the United States' land and shall have unrestricted access to the water delivery turnout site from a United States easement connecting to Ginger Gold Road to operate, maintain and replace said turnout. The District's perpetual access shall not interfere with the Company's water deliveries through the Canal nor its access along the Canal for Company's operation, maintenance, and replacement of the Canal.
4. Construction Work Area. Construction access within the United States' land shown in Exhibit B is allowed for the Pipeline construction but the District shall not unreasonably interfere with irrigation flows in the Canal from April 5 to October 15 in any year. Any additional temporary work area requested by the construction contractor shall be by separate written agreement between the construction contractor and the Company.
5. Crossings of Other Company Facilities. The Pipeline will cross active and abandoned lateral facilities of the Company at other locations. Reclamation has obtained and recorded federal perpetual easements from each of the landowners at the crossings. Conversion of open lateral canals to pressurized pipeline laterals by Company has resulted in abandoned concrete canals at three of these crossing locations. Company hereby consents to the crossing of Company's lateral distribution facilities by the Pipeline in the manner listed following:
 - a. Crossing of 12-inch pipeline lateral and crossing of abandoned concrete canal along east side of 4380 West along west side of land owned by Saunders

Livestock Corporation (Approximate Pipeline Station 730+00). District shall construct the Pipeline to cross under the 12-inch lateral pipeline of Company and maintain water service during irrigation season. Company grants permission to District's construction contractor to enter upon Company's easement to remove approximately 300 feet of abandoned concrete ditch and reasonably level the ground. Removal of the concrete ditch and leveling of the ground has been requested by Greg Saunders on behalf of the landowner. (Drawing No. PP-82 in attached Exhibit A)

- b. Crossing of 8-inch pipeline lateral crossing 4380 West serving Kenyon and Irene Farley property (Approximate Pipeline Station 730+45). District shall construct Pipeline to cross under the 8-inch lateral pipeline of Company and shall maintain water service during irrigation season. (Drawing No. PP-82 in attached Exhibit A)
 - c. Crossing of abandoned concrete canal along the east side of Interstate 15 on land owned by Feild Ranch LLC (Approximate Pipeline Station 743+70). Company grants permission to District to remove abandoned concrete or dirt ditch within Pipeline work area without replacement. (Drawing No. PP-83 in attached Exhibit A)
 - d. Crossing of abandoned concrete canal along east side of 4800 West on land owned by Sorenson Brothers Orchards LLC (Approximate Pipeline Station 758+10). Company grants permission to District to allow its construction contractor to remove the concrete canal within the Pipeline work area for the entire duration of the construction period and replace the concrete canal at the end of construction in the event there may be use of the canal, if any, in the future. (Drawing No. PP-85 in attached Exhibit A)
 - e. Crossing of group of multiple buried pipeline laterals on the west side of 5200 West on land owned by Judy Hiatt and Randy Hiatt as successor trustees of the Melinda Audrey Hiatt Family Trust (Approximate Pipeline Station 785+90). District shall construct the Pipeline to pass under the Company pipelines that have been potholed without water service interference. (Drawing No. PP-88 in attached Exhibit A)
 - f. Crossing of 6-inch buried pipeline on north side of High Line Canal on property owned by Traci Ann Ferguson (Approximate Pipeline Station 802+85). District shall construct the Pipeline to pass under the Company pipeline without water service interference. (Drawing No. PP-90 in attached Exhibit A)
6. Maintenance of Facilities. The District shall require a 5-year construction warranty from its construction contractor for all work performed under this Agreement. The District shall be solely responsible for the reasonable maintenance of the Pipeline.

7. Hold Harmless - Indemnification. In consideration of Reclamation and the Company's agreeing to the encroachment upon their Canal, the District agrees to indemnify and hold Reclamation and the Company and their agents, employees, officers, directors and assigns harmless from all claims whatsoever for personal injuries or damages to property, when such injuries or damages directly or indirectly arise out of the District's engineering, design and construction of the Pipeline. The District's obligation to indemnify Reclamation and the Company excludes all claims caused by the intentional acts of Reclamation or the Company and further excludes all claims whatsoever for personal injuries or damages to property, real and personal, when such injuries or damages directly or indirectly arise out of the Company's operation, maintenance, repair and replacement of the Canal.
8. No Assignment. This Agreement shall not be assigned or transferred by the District without the prior written consent of Reclamation.
9. Construction Conditions.
 - a. The District shall notify Reclamation and the Company at least 24 hours prior to beginning construction on the Canal and shall make re-notification of re-commencement of work following any cessation of work for more than consecutive 14 days.
 - b. The District shall install the Pipeline compact all backfill in accordance with standard engineering specifications using flowable fill around the Pipeline and cohesive soils to 95 percent maximum density specified by ASTM Part 19, D-698, method A; (2) non-cohesive soils to 70 percent relative density specified by ANSI/ASTM Part 19, d-2049, par. 7.1.2, wet method.
 - c. All construction within the canal prism shall occur during the non-irrigation season of October 16, 2024 through April 4, 2025 or the following non-irrigation season of October 16, 2025 through April 4, 2026. The District shall not unreasonably interfere with the delivery of irrigation water by the Company.
 - d. The District shall preserve existing vegetation on all slope areas inside the general temporary work area limits and outside the canal zone to the fullest extent possible. All disturbed areas shall be reasonably smoothed and reseeded with a wheatgrass seed mixture consistent with existing vegetative cover. Within the canal property, no trees or other deep-rooted vegetation will be replaced.
10. Miscellaneous.
 - a. Governing Law. This Agreement shall be enforced by and governed pursuant to Reclamation Laws and under the laws of the State of Utah as applicable.

- b. Right and Title. Reclamation and the Company make no warranties or representations regarding title to the United States' land upon which the Canal is located. Instead, they merely define the conditions under which the encroachment will be permitted by Reclamation and the Company.
- c. Notices. Any required notices, with the exception of at least 24-hour notice, shall be deemed given by placing the same in the United States Mail, postage prepaid, to the following addresses:

If to Company: Strawberry High Line Canal Company
ATTN: President
1608 American Way
Payson, UT 84651

If to District: Central Utah Water Conservancy District
ATTN: General Manager
1426 East 750 North, Suite 400
Orem, UT 84097

If to Reclamation: Bureau of Reclamation
Area Manager
302 E Lakeview Parkway
Provo, UT 84606

24-hr Notice to Company to: Jay Staheli (801) 362-2276
Email: jstaheli@shlcc.com

- d. Counterparts. This Agreement may be executed in counterparts, each of which when so executed and delivered shall be an original, all of which together shall constitute the same instrument.
 - e. Exhibits. The Exhibits attached are a part of this Agreement as if fully set forth herein.
 - f. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
11. Severability. Each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this Agreement shall be deemed or determined by competent authority to be invalid or prohibited hereunder, such provision shall be ineffective and void only to the extent of such invalidity or prohibition, but shall not be deemed ineffective or invalid as to the remainder of such provision or any other remaining provisions, or of the Agreement as a whole.
12. Discovery of Cultural Resources. The District shall immediately provide an oral notification to Reclamation's authorized official of the discovery of any and all

antiquities or other objects of archaeological, cultural, historic, or scientific interest on the United States' land. The District shall follow up with a written report of their finding(s) to Reclamation's authorized official within 48 hours. Objects under consideration include, but are not limited to, historic or prehistoric ruins, human remains, funerary objects, and artifacts discovered as a result of activities under this Agreement. The District shall immediately cease the activity in the area of the discovery, make a reasonable effort to protect such discovery, and wait for written approval from the authorized official before resuming the activity. Protective and mitigative measures specified by Reclamation's authorized official shall be the responsibility of the District.

13. In accordance with 43 C.F.R. 429.26(a)(7), the uses granted herein directly support the Strawberry Valley Project and Central Utah Project. United States' project by, and therefore Reclamation waives all costs and fees.

IN WITNESS WHEREOF, the parties execute this Agreement.

Bureau of Reclamation

Department of Interior, CUPCA Office

By: _____
Rick Baxter
Area Manager

By: _____
Reed R. Murray
Program Director

Central Utah Water Conservancy District

High Line Canal Company

By: _____
Gene Shawcroft
General Manager

By: _____
Doug Rowley
President

ACKNOWLEDGMENT OF THE BUREAU OF RECLAMATION

State of Utah)
) ss.
County of Utah)

On this _____ day of _____, 20____, personally appeared before me
, known to me to be the _____ of the Provo Area Office, Bureau of Reclamation,
Interior Region 7- Upper Colorado Basin, the United States Department of Interior, the signer of
the above instrument, who duly acknowledged to me that he executed the same on behalf of the
United States of America pursuant to authority delegated to him.

(NOTARY SEAL)

Notary Public

ACKNOWLEDGMENT OF THE DEPARTMENT OF INTERIOR-CUPCA OFFICE

State of Utah)
) ss.
County of Utah)

On this _____ day of _____, 20____, personally appeared before me
, known to me to be the _____ of the United States Department of the Interior,
CUPCA Office, the signer of the above instrument, who duly acknowledged to me that he executed
the same on behalf of the United States of America pursuant to authority delegated to him.

(NOTARY SEAL)

Notary Public

ACKNOWLEDGMENT OF CENTRAL UTAH WATER CONSERVANCY DISTRICT

State of Utah)
) ss.
County of Utah)

On this _____ day of _____, 20____, personally appeared before me , known to me to be the _____ of Central Utah Water Conservancy District (District), the signer of the above instrument, who duly acknowledged to me that he executed the same on behalf of District pursuant to authority delegated to him/her.

(NOTARY SEAL)

Notary Public

ACKNOWLEDGMENT OF HIGH LINE CANAL COMPANY

State of Utah)
) ss.
County of Utah)

On this _____ day of _____, 20____, personally appeared before me , known to me to be the _____ of High Line Canal Company (Company), the signer of the above instrument, who duly acknowledged to me that he executed the same on behalf of Company pursuant to authority delegated to him/her.

(NOTARY SEAL)

Notary Public

Exhibit "A"

CONSTRUCTION DRAWINGS

Drawings G-8, G-9, RW-1, RW-2, RW-3, RW-4, PP-80 through PP-90, C-3, 60-RW-1, 60-C-1, 60-S-1, 60-M-1, 60-M-2, 60-E-1, 60-E-2, 60-E-3 and 60-N-1.

Exhibit "B"

PARCEL SFS 150

- 1) Exhibit B 1 of 3, Parcel SFS 150 legal description
- 2) Exhibit B 2 of 3, Parcel SFS 150 plat map
- 3) Exhibit B 3 of 3, Parcel SFS 150 plat map on aerial background

From: Kris Jones <ksjones@up.com>
Date: October 27, 2023 at 9:26:46 AM HST
To: Mark Breitenbach <Mark@cuwcd.gov>
Cc: bwhiting@usbr.gov, Jim Hild <JLHILD@up.com>, rp.utility@railpros.com
Subject: RE: 0789026 - Pipeline Agreement - Santaquin, UT

Good afternoon,

**INCLUDE THIS EMAIL WHEN PROVIDING EXECUTED AGREEMENT TO LICENSEE OR CONTRACTORS.
THIS IS IMPORTANT INFORMATION ABOUT SCHEDULING THE WORK.**

Attached is your original copy of our Agreement, fully executed on behalf of the Railroad Company. When you or your representative enters the Railroad Company's property, a copy of this fully executed document must be available at the site to be shown on request to any Railroad employee or official.

In accordance with the terms of the Agreement, you are required to notify a Railroad approved flagger provided at the link below, Manager of Signal Maintenance, and the Telecommunications ("Call Before You Dig") email at least 10 days in advance of the date you plan on entering the right of way for further instructions and approval to commence construction.

www.up.com/real_estate/third-party-flagging/index.htm

Keith Rushing
Manager I Signal Maintenance
Phone: 510-504-7492
Email: krushing@up.com

Call Before You Dig: www.up.com/aboutup/community/telecom/groups/index.htm

As an additional note, the top of the casing must be a minimum of two feet below any existing fiber optic cable. Any open excavation required within five feet of the fiber optic cable must be dug by hand.

Should you have any questions or concerns, feel free to reach out to me.

PIPELINE CROSSING AGREEMENT

Mile Post: 729.89, Sharp Subdivision
Location: Santaquin, Utah, Utah

THIS AGREEMENT ("Agreement") is made and entered into as of October 26, 2023, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **CENTRAL UTAH WATER CONSERVANCY DISTRICT**, to be addressed at 1426 East 750 North, Suite 400, Orem, Utah 84097 ("Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate one (1) underground sixty inch (60") steel pipe encased in a seventy eight inch (78") steel casing for transporting and conveying non potable water only, including any appurtenances required for the operation of said pipeline (collectively, "Licensee's Facilities") across Licensor's real property, trackage, or other facilities located in Santaquin, Utah County, State of Utah ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated August 23, 2023, attached hereto as **Exhibit A-1 and Exhibit A-2** and made a part hereof.

Licensee represents and warrants that Licensee's Facilities will (i) only be used for one (1) underground sixty inch (60") steel pipe encased in a seventy eight inch (78") steel casing for transporting and conveying non potable water, and (ii) not be used to convey any other substance, any commercial fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement. A supervisory control fiber optic cable for operation of the Licensee's Facilities will be permitted within the casing as shown on Exhibit A-2 attached hereto.

A. Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing **Exhibit A**. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of eight thousand five hundred twenty dollars (**\$8,520.00**).

Article 3. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

Article 4. LICENSEE'S COMPLIANCE WITH GENERAL TERMS.

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as Exhibit B and made a part hereof.

Article 5. INSURANCE.

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in **Exhibit C**, attached hereto and made a part hereof. Upon request only, Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licensor at the address listed in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this Agreement, those statutes shall apply.

Article 6. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensee's Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of **Exhibit B**. Licensee shall require any Contractor to release, defend, and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licensor herein.

Article 7. ATTORNEYS' FEES, EXPENSES, AND COSTS.

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licensor to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

Article 8. WAIVER OF BREACH.

The waiver by Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licensor to avail itself of any remedy for any subsequent breach thereof.

Article 9. ASSIGNMENT.

A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licensor, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without Licensor's written consent, will be absolutely void and may result in Licensor's termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

B. Upon Licensor's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

Article 10. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Article 11. NOTICES.

Except Licensee's commencement of work notice(s) required under **Exhibit B**, all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notice Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

If to Licensor: Union Pacific Railroad Company
Attn: Analyst – Real Estate Utilities (Project No. 0789026)
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179

If to Licensee: CENTRAL UTAH WATER CONSERVANCY DISTRICT
1426 E 750 N, Suite 400
Orem, Utah 84097

Article 12. SPECIAL PROVISION – CONSTRUCTION OBSERVATION.

Licensor requires Licensee to provide monitoring of tracks and construction observation and/or inspection through Licensor approved inspector named below during all construction and installation work. Licensee is to directly coordinate services with the named inspector:

Railpros Field Services
Email: RP.Utility@railpros.com
Phone (682)223-5271

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By:  Craig Benson
2023.10.27
14:23:02 -05'00'

Craig Benson
Senior Manager Real Estate – Contracts

**CENTRAL UTAH WATER
CONSERVANCY DISTRICT**

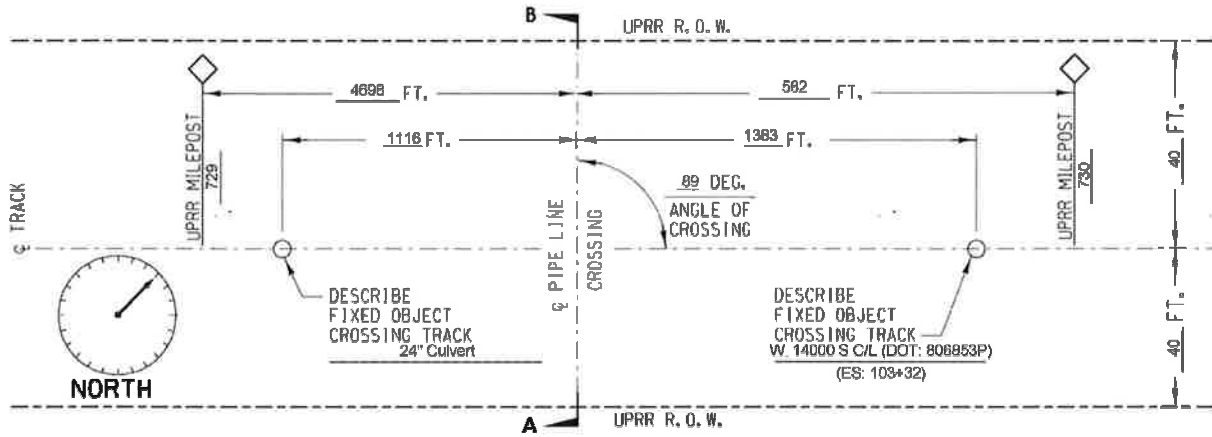
By: 

Name Printed: David O. Pletcher, P.E.

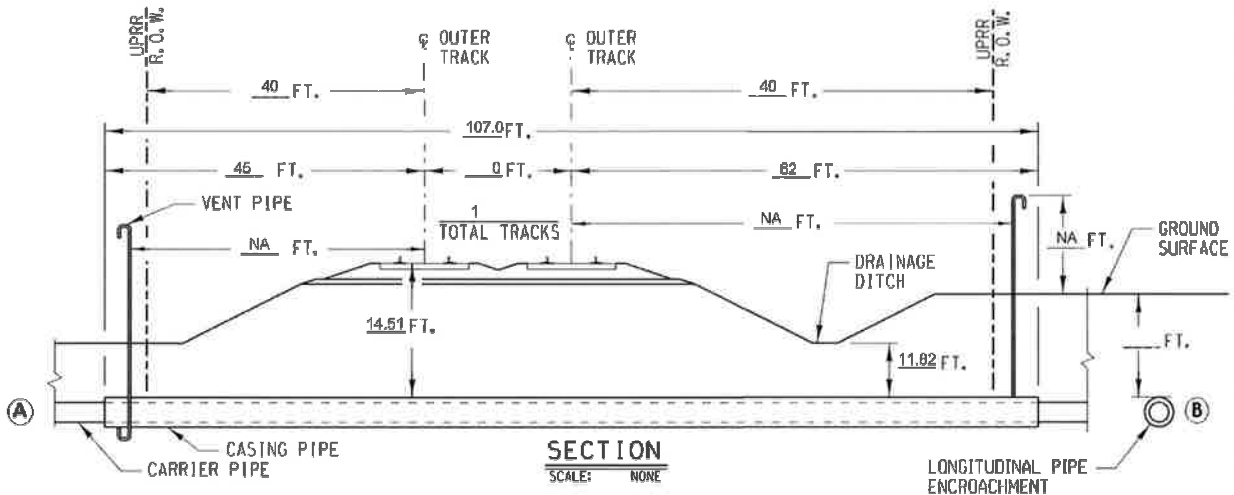
Title: Assistant General Manager/CUPCA
Construction Manager.

NON-FLAMMABLE LIQUID PIPELINE

CROSSING
 ENCROACHMENT
 BOTH



PLAN
SCALE: NONE



SECTION
SCALE: NONE

- NOTES:
 1) ALL DIMENSIONS MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK
 2) REFER TO AREMA VOLUME 1, CHAPTER 1, PART 5, SECTION 5.1

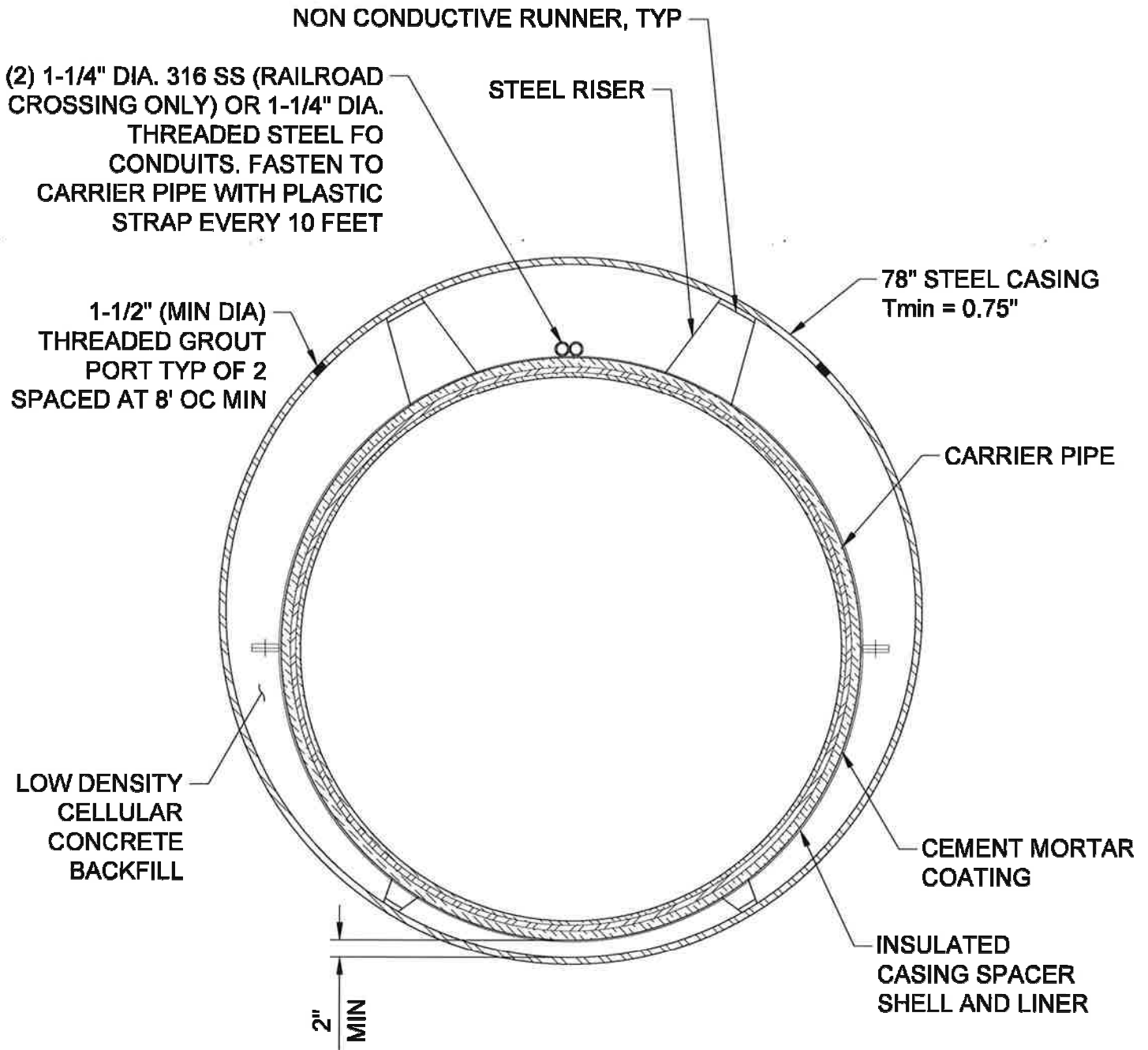
- A) METHOD OF INSTALLATION TUNNELING
 B) DIST. FROM CENTERLINE OF TRACK TO PIPE ENCROACHMENT _____
 C) SIGNS PROVIDED? AT MINIMUM SIGNS WILL BE PROVIDED AS STATED ABOVE
 D) CARRIER MATERIAL STEEL PIPE, IF RCP, CLASS V? NA
 COMMODITY TO BE CONVEYED NON POTABLE WATER
 OPERATIONAL PRESSURE 300 PSI, MAOP 300 PSI.
 WALL THICKNESS (INCH)/ SCHEDULE 0.825, DIAMETER 60 IN.
 CATHODIC/COATING PROTECTION YES
 E) CASING MATERIAL STEEL PIPE, IF RCP, CLASS V? NA
 TOTAL LENGTH CASING PIPE: 107 FT.
 WALL THICKNESS 0.75 IN, DIAMETER 78 IN.
 CATHODIC/COATING PROTECTION YES
 CASING PIPE IS OPEN AT THE ENDS.
 F) DISTANCE FROM CENTERLINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES 80.82 AND 42.18.



BUILDING AMERICA®

EXHIBIT "A"-1

SUBDIVISION: <u>Sharp Sub.</u>	
TRACK TYPE: <u>MAINLINE</u>	
M.P.: <u>729.89</u>	LAT.: <u>39.87222222</u>
E.S.M.: <u>89+49</u>	LONG.: <u>-111.81111111</u>
NEAREST CITY: <u>SANTAQUIN</u>	COUNTY: <u>UTAH</u> STATE: <u>UT</u>
APPLICANT: <u>CENTRAL UTAH WATER CONSERVANCY DISTRICT</u>	
FILE NO.: <u>0789026</u>	DATE: <u>8/23/2023</u>



**TYPICAL CASING & PIPE
INSTALLATION CROSS SECTION**

EXHIBIT "A-2"

EXHIBIT B

GENERAL TERMS AND CONDITIONS

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

A. The foregoing grant is subject and subordinate to the prior and continuing right and obligation of Licensor to use and maintain its entire property including the right and power of Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Licensor without liability to Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad Property) and the right of Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

Section 2. ENGINEERING REQUIREMENTS; PERMITS.

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensor's satisfaction and in strict conformity with: (i) Licensor's current engineering standards and specifications, including those for shoring and cribbing to protect Licensor's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensor's Assistant Vice President Engineering – Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration and Federal Energy Regulatory Commission regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.

Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licensor's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this Exhibit B. Upon Licensor's approval, Licensee shall contact both of Licensor's field representatives ("Licensor's Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities.

B. Licensee shall not commence any work until: (1) Licensor has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this **Exhibit B** and provided Licensee written

authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this **Exhibit B**.

C. If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensor's Response Management Communications Center at (888) 877-7267.

Section 4. FLAGGING.

A. Following Licensee's notice to Licensor's Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensor shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensor will give Licensee written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensor, including but not limited to flagging, Licensor shall bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state, or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensor and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**. If Licensor performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

D. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers' assignment to work on the project for which Licensor is required to pay the flaggers and which could not reasonably be avoided by Licensor by assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.

Section 5. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities. Licensee and its contractor shall, at a minimum comply, with Licensor's then current safety standards located at the below web address ("Licensor's Safety Standards") to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor's Safety Standards to each of its employees before they enter Railroad Property.

Union Pacific Current Safety Requirements

B. Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C. Licensee represents and warrants that all parts of Licensee's Facilities within and outside of the limits of Railroad Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.

D. Licensor's operations and work performed by Licensor's personnel may cause delays in Licensee's or its contractor's work on Licensee's Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad Property by Licensee or any third party with Licensor's Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit**

E. Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

F. Licensee may use unmanned aircraft systems ("UAS") to inspect Licensee's Facilities only upon the prior authorization from and under the direction of Licensor's Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensor's then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

Section 6. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

Fiber optic cable systems may be buried on Railroad Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensee shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

Section 7. LICENSEE'S PAYMENT OF EXPENSES.

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to Licensor an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this **Exhibit B**, Licensor shall have the right, if it so elects, to provide any Safety Measures Licensor deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensor provides such Safety Measures, Licensor shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

Section 8. MODIFICATIONS TO LICENSEE'S FACILITIES.

A. This grant is subject to Licensor's safe and efficient operation of its railroad, and continued use and improvement of Railroad Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensor may designate or identify, in its sole discretion, in the furtherance of Railroad's Use.

B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licensor and Licensee shall execute a Supplemental Agreement to this Pipeline Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modifications result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this **Exhibit B**. Any such Modification(s) off of Railroad Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

Section 9. RESTORATION OF RAILROAD PROPERTY.

In the event Licensee, in any manner moves or disturbs any property of Licensor in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost

and expense, restore Licensor's property to the same condition as the same were before such property was moved or disturbed.

Section 10. INDEMNITY.

A. Definitions. As used in this Section:

1. "Licensor" includes Licensor, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.
2. "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.
3. "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

B. Licensee shall release, defend, indemnify, and hold harmless Licensor from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:

1. Bodily harm or personal injury (including any emotional injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, Licensor, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;
2. Damage to or the disturbance, loss, movement, or destruction of Railroad Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad Property, any property of Licensee or Licensor, or any property in the care, custody, or control of Licensee or Licensor;
3. Removal of person(s) from Railroad Property;
4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith;
5. Right(s) or interest(s) granted pursuant to this Agreement;
6. Contents escaping from Licensee's Facilities, including without limitation any actual or alleged pollution, contamination, breach, or environmental Loss;

7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and
8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSOR, AND SUCH NEGLIGENCE OF LICENSOR SHALL NOT LIMIT, DIMINISH, OR PRECLUDE LICENSEE'S OBLIGATIONS TO LICENSOR IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSOR SHALL NOT APPLY TO THE EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

Section 11. TERMINATION; REMOVAL OF LICENSEE'S FACILITIES.

A. If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Agreement for a period of thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

B. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online Utility Contracts System at this link for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located on Railroad Property ("Removal/Abandonment Work"). Upon the UP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licensor and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad Property not occupied by roadbed and/or trackage ("Consent Document"). Licensee shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities. For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licensor at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licensor immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licensor at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been

restored in accordance with Licensor's requirements. Upon Licensor's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licensor may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licensor will be at the cost and expense of Licensee. In the event that Licensor performs any of the Restoration Work, Licensee shall release Licensor from any and all Loss (defined in the "INDEMNITY" Section of this Exhibit B) arising out of or related to Licensor's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect any of rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this Exhibit B), accrued or otherwise, which may have arisen prior to such termination.

EXHIBIT C

INSURANCE REQUIREMENTS

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, the following insurance coverage:

A. **Commercial General Liability Insurance.** Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. **Business Automobile Coverage Insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

C. **Workers' Compensation and Employers' Liability Insurance.** Coverage must include but not be limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Environmental Liability Insurance.** Environmental Legal Liability Insurance (ELL) applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, or compliance with statute, all in connection with any loss arising from the insured's performance under this Agreement. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, this insurance must apply as if each named insured were the only named insured; and separately to the additional insured against which claim is made or suit is brought. Coverage shall be maintained in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$4,000,000.

Licensee warrants that any retroactive date applicable to ELL insurance coverage under the policy is the same as or precedes the Effective Date of this Agreement, and that continuous coverage

will be maintained for a period of five (5) years beginning from the time the work under this Agreement is completed or if coverage is cancelled for any reason the policies extended discovery period, if any, will be exercised for the maximum time allowed.

E. **Railroad Protective Liability Insurance.** Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensor only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensor's property; PROVIDED, however, that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

F. **Umbrella or Excess Insurance.** If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

G. All policy(ies) required above (except business automobile, workers' compensation and employers' liability) must include Licensor as "Additional Insured" using ISO Additional Insured Endorsement CG 20 26 (or substitute form(s) providing equivalent coverage). The coverage provided to Licensor as additional insured shall not be limited by Licensee's liability under the indemnity provisions of this Agreement. BOTH LICENSOR AND LICENSEE EXPECT THAT LICENSOR WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

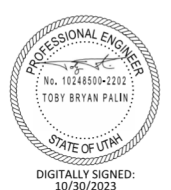
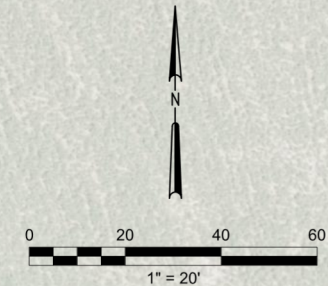
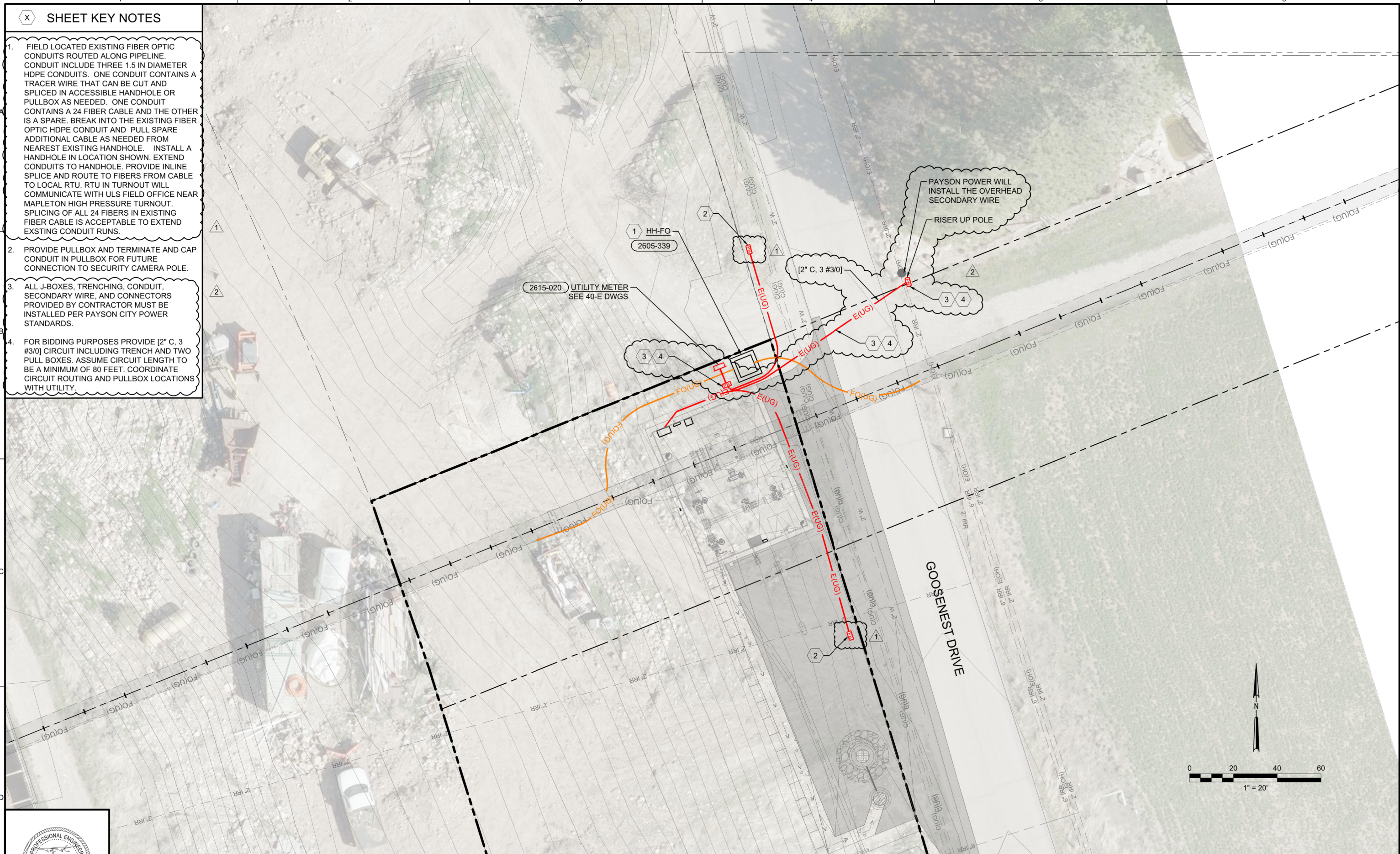
I. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licensor and its agents, officers, directors and employees for damages covered by the workers' compensation and employers' liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

J. All insurance policies must be written by a reputable insurance company acceptable to Licensor or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

K. The fact that insurance is obtained by Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensor from Licensee or any third party will not be limited by the amount of the required insurance coverage.

SHEET KEY NOTES

1. FIELD LOCATED EXISTING FIBER OPTIC CONDUITS ROUTED ALONG PIPELINE. CONDUIT INCLUDE THREE 1.5 IN DIAMETER HDPE CONDUITS. ONE CONDUIT CONTAINS A TRACER WIRE THAT CAN BE CUT AND SPLICED IN ACCESSIBLE HANDHOLE OR PULLBOX AS NEEDED. ONE CONDUIT CONTAINS A 24 FIBER CABLE AND THE OTHER IS A SPARE. BREAK INTO THE EXISTING FIBER OPTIC HDPE CONDUIT AND PULL SPARE ADDITIONAL CABLE AS NEEDED FROM NEAREST EXISTING HANDHOLE. INSTALL A HANDHOLE IN LOCATION SHOWN. EXTEND CONDUITS TO HANDHOLE. PROVIDE INLINE SPLICE AND ROUTE TO FIBERS FROM CABLE TO LOCAL RTU. RTU IN TURNOUT WILL COMMUNICATE WITH ULS FIELD OFFICE NEAR MAPLETON HIGH PRESSURE TURNOUT. SPLICING OF ALL 24 FIBERS IN EXISTING FIBER CABLE IS ACCEPTABLE TO EXTEND EXISTING CONDUIT RUNS.
2. PROVIDE PULLBOX AND TERMINATE AND CAP CONDUIT IN PULLBOX FOR FUTURE CONNECTION TO SECURITY CAMERA POLE.
3. ALL J-BOXES, TRENCHING, CONDUIT, SECONDARY WIRE, AND CONNECTORS PROVIDED BY CONTRACTOR MUST BE INSTALLED PER PAYSON CITY POWER STANDARDS.
4. FOR BIDDING PURPOSES PROVIDE [2" C, 3 #3/0] CIRCUIT INCLUDING TRENCH AND TWO PULL BOXES. ASSUME CIRCUIT LENGTH TO BE A MINIMUM OF 80 FEET. COORDINATE CIRCUIT ROUTING AND PULLBOX LOCATIONS WITH UTILITY.



DSGN	M PAWLOWSKI				
DR	R PHILLIPS				
CHK	T PALIN	10/23	ADDENDUM 2	RP	TP
APVD	T PALIN	10/23	ADDENDUM 1	RP	TP
		NO.	DATE	BY	APVD

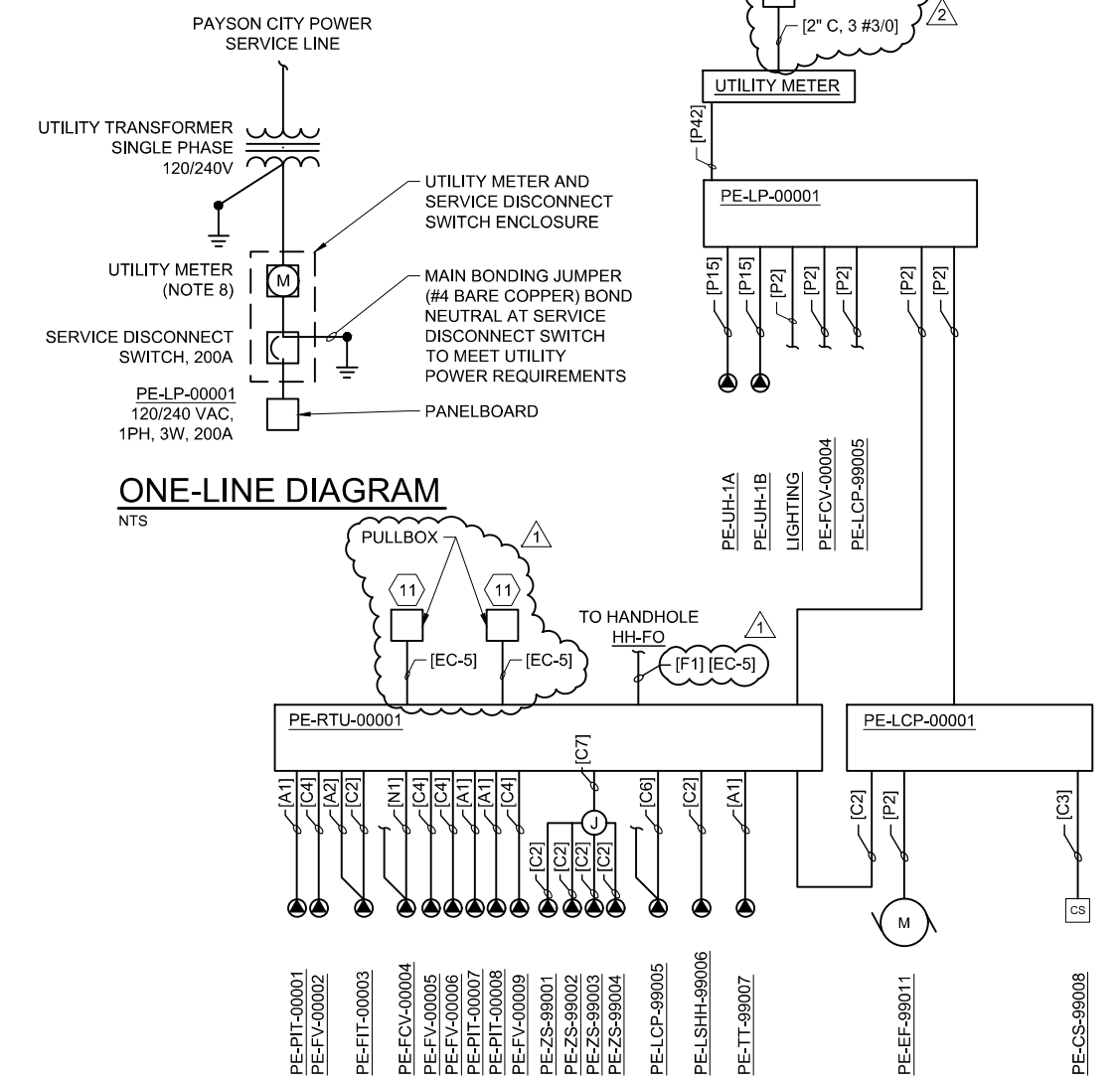
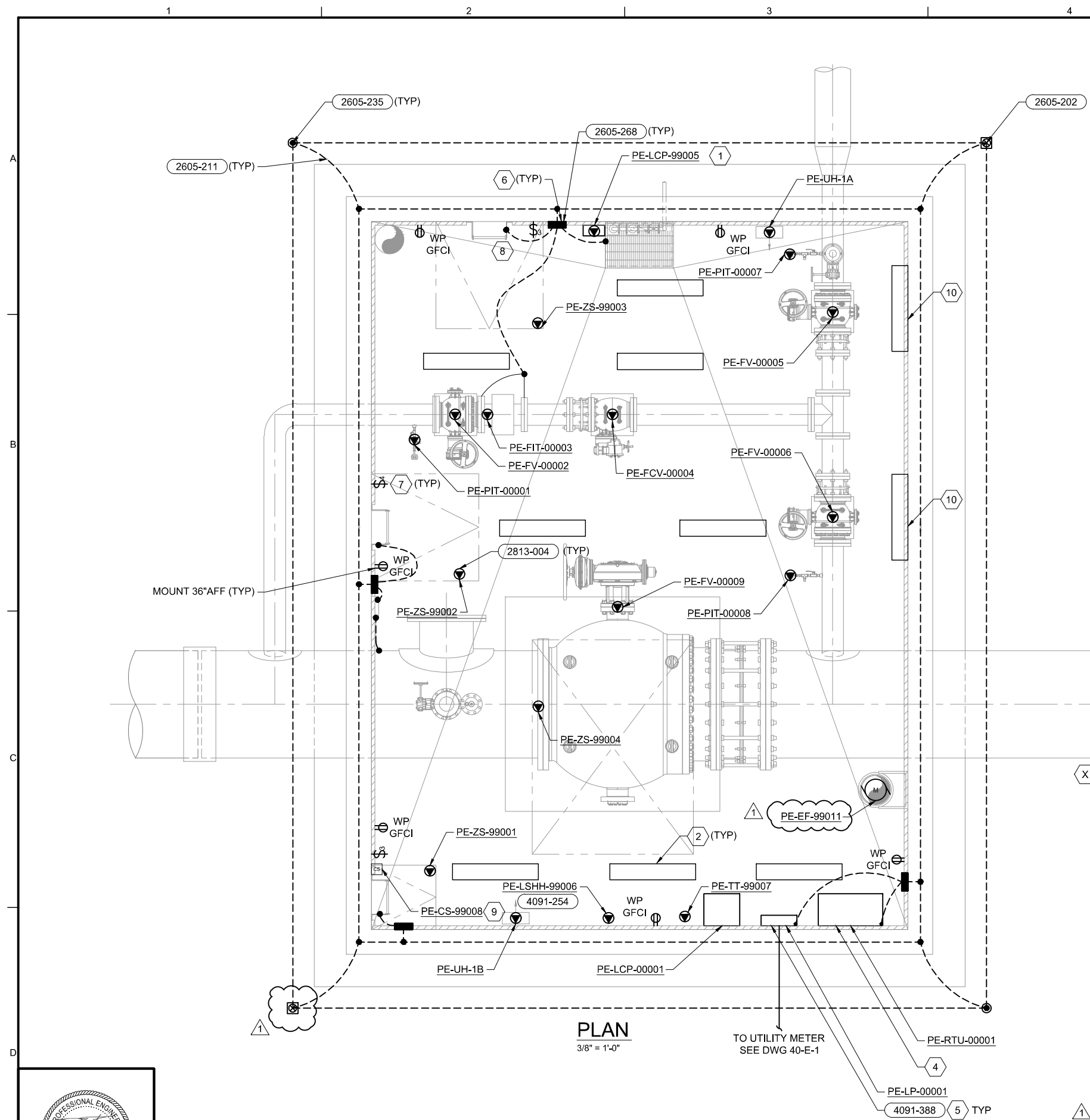
VERIFY SCALE
 BAR IS ONE INCH ON ORIGINAL DRAWING.
 IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.



**SPANISH FORK SANTAQUIN PIPELINE
 SANTAQUIN REACH**

**PAYSON EAST TURNOUT &
 ISOLATION VAVE VAULT
 ELECTRICAL SITE PLAN**

SHEET	XX OF XX
DWG	40-E-1
DATE	OCTOBER 2023
CONTRACT	C-2023-01



- KEYED NOTES:**
1. DUPLEX SUMP PUMP PACKAGE CONTROL PANEL. MOUNT CONTROLLER ON WALL AND CONNECT PUMP AND FLOAT SWITCHES PER MANUFACTURERS INSTRUCTIONS.
 2. LIGHT FIXTURE: INDUSTRIAL LINEAR LED OUTDOOR WET LOCATION VAPORTITE 120V 42 WATT 6000 LUMEN, AMBIENT OPERATION TEMPERATURE -40 C TO +55 C, WALL OR CEILING MOUNT. METALUX OR EQUAL FIXTURE TYPE: 4VT3-LD5-6-G-120-EL10W-L840-CD1-SSLTP.
 3. GENERAL: ROUTE ALL POWER AND CONTROL CONDUITS IN CONCRETE SLAB OR FLOOR WHEN POSSIBLE.
 4. MOUNT RTU TO WALL. ALL CONDUITS SHALL ENTER RTU FROM THE BOTTOM OR SIDE NEAR THE BOTTOM OF THE ENCLOSURE.
 5. FEEDER CIRCUIT SHALL PENETRATE WALL BELOW PE-LP-00001. CONDUIT SHALL TEE WITH ONE CONDUIT GOING UP INTO BOTTOM OF PANEL ENCLOSURE AND THE OTHER CONDUIT GOING DOWN WITH A MOISTURE DRAIN FITTING SO ALL INFILTRATED MOISTURE WILL NOT DRAIN INTO THE ELECTRICAL EQUIPMENT. SEE 40-E-3 FOR PANEL SCHEDULE.
 6. BOND GRATING AND STAIRWAY FRAME STRUCTURE TO GROUNDING SYSTEM.
 7. PROVIDE WET LISTED LIGHT SWITCH AT THE TOPE OF THE ACCESS STAIRS, BUT BELOW ACCESS HATCH.
 8. PROVIDE UTILITY METER SOCKET, SERVICE RISER, AND CONDUITS IN ACCORDANCE WITH SALEM CITY POWER STANDARD ELECTRICAL SERVICE REQUIREMENTS. SALEM CITY POWER SHALL PROVIDE PRIMARY AND SECONDARY CONDUCTORS AND TRANSFORMER. COORDINATE WITH SALEM CITY POWER FOR FINAL SERVICE LOCATIONS AND REQUIREMENTS.
 9. MOUNT ADJACENT TO LIGHT SWITCH.
 10. MOUNT TO WALL AT 8'-0" AFF.
 11. ROUTE CONDUIT TO PULLBOX FOR FUTURE SECURITY CAMERA POLE. SEE DRAWING 40-E-1 FOR LOCATION.

PLAN
3/8" = 1'-0"



DSGN	M PAWLOSKI	NO.	10/23	ADDENDUM 2	RP	TP	VERIFY SCALE
DR	R PHILLIPS	NO.	10/23	ADDENDUM 1	RP	TP	BAR IS ONE INCH ON ORIGINAL DRAWING. 0
CHK	T PALIN	NO.	10/23		BY	APVD	IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.
APVD	T PALIN	NO.	10/23				



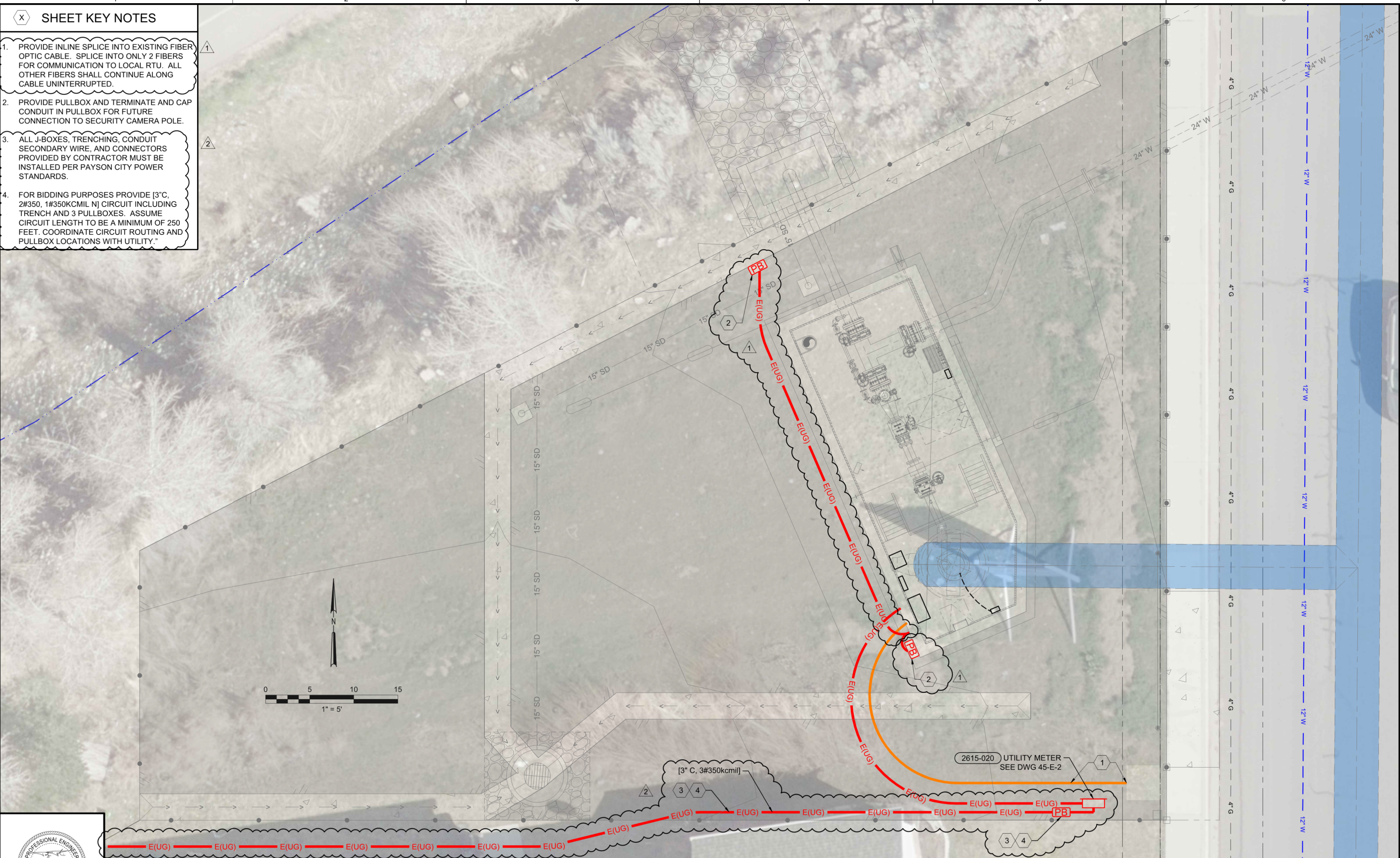
SPANISH FORK SANTAQUIN PIPELINE
SANTAQUIN REACH

PAYSON EAST TURNOUT & ISOLATION VALVE VAULT
ELECTRICAL PLAN

SHEET	XX OF XX
DWG	40-E-2
DATE	OCTOBER 2023
CONTRACT	C-2023-01

SHEET KEY NOTES

1. PROVIDE INLINE SPLICE INTO EXISTING FIBER OPTIC CABLE. SPLICE INTO ONLY 2 FIBERS FOR COMMUNICATION TO LOCAL RTU. ALL OTHER FIBERS SHALL CONTINUE ALONG CABLE UNINTERRUPTED.
2. PROVIDE PULLBOX AND TERMINATE AND CAP CONDUIT IN PULLBOX FOR FUTURE CONNECTION TO SECURITY CAMERA POLE.
3. ALL J-BOXES, TRENCHING, CONDUIT SECONDARY WIRE, AND CONNECTORS PROVIDED BY CONTRACTOR MUST BE INSTALLED PER PAYSON CITY POWER STANDARDS.
4. FOR BIDDING PURPOSES PROVIDE [3" C, 2#350, 1#350KCMIL N] CIRCUIT INCLUDING TRENCH AND 3 PULLBOXES. ASSUME CIRCUIT LENGTH TO BE A MINIMUM OF 250 FEET. COORDINATE CIRCUIT ROUTING AND PULLBOX LOCATIONS WITH UTILITY."



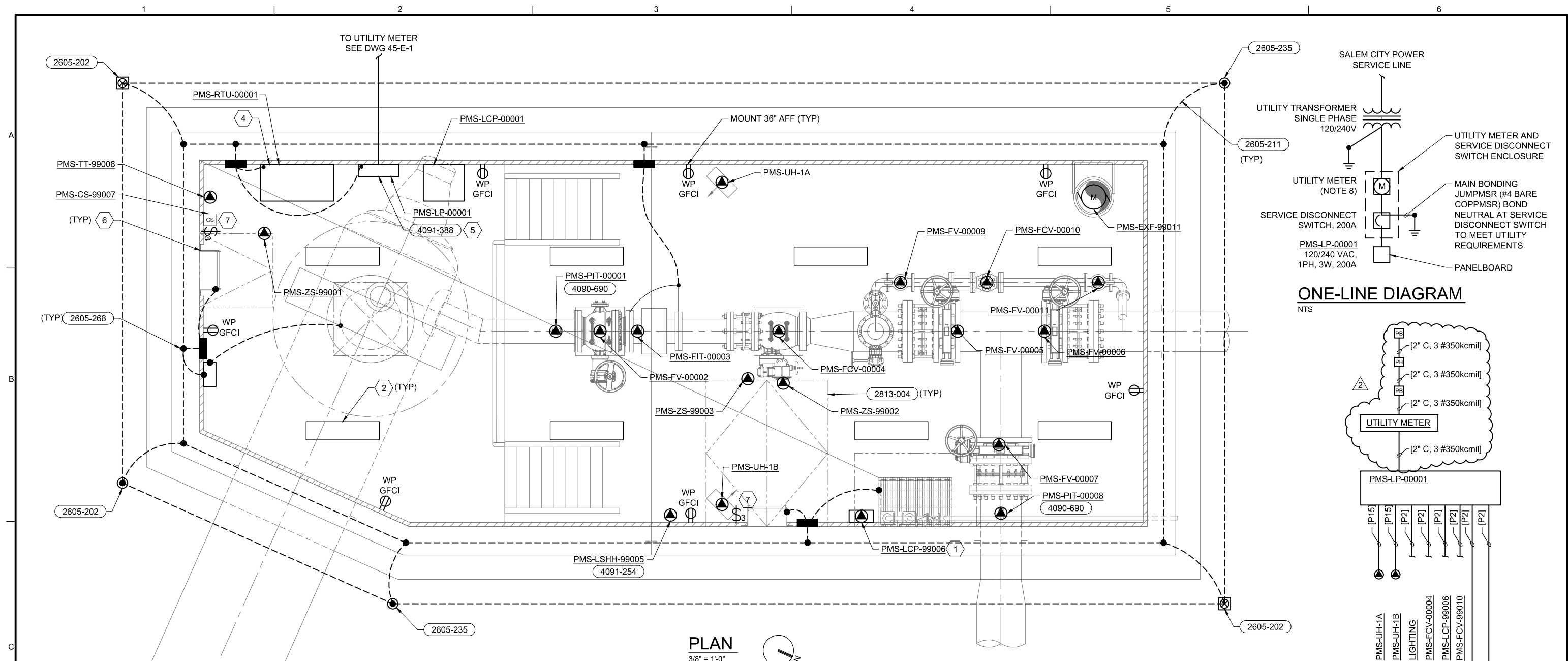
DSGN	M PAWLOWSKI				
DR	R PHILLIPS				
CHK	T PALIN	2	10/23	ADDENDUM 2	
APVD	T PALIN	1	10/23	ADDENDUM 1	
		NO.	DATE	REVISION	

VERIFY SCALE
 BAR IS ONE INCH ON ORIGINAL DRAWING.
 IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.



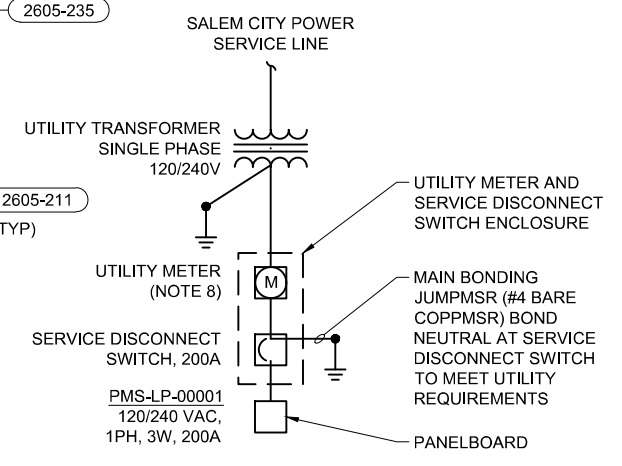
SPANISH FORK SANTAQUIN PIPELINE
 SANTAQUIN REACH

SHEET	XX OF XX
DWG	45-E-1
DATE	OCTOBER 2023
CONTRACT	C-2023-01

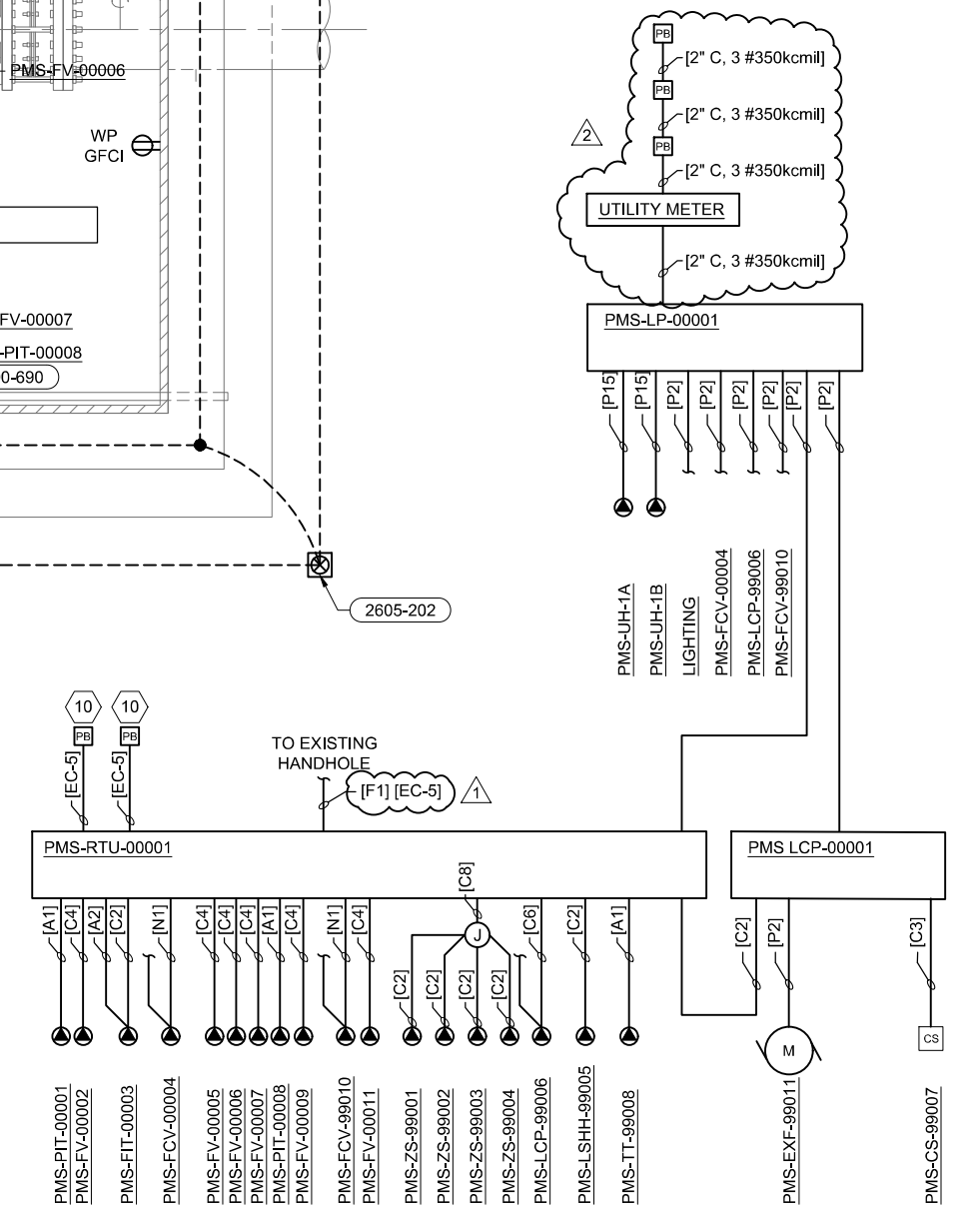


PLAN
3/8" = 1'-0"

- KEYED NOTES:**
- DUPLEX SUMP PUMP PACKAGE CONTROL PANEL. MOUNT CONTROLLER ON WALL AND CONNECT PUMP AND FLOAT SWITCHES PER MANUFACTURERS INSTRUCTIONS.
 - LIGHT FIXTURE: INDUSTRIAL LINEAR LED OUTDOOR WET LOCATION VAPORTITE 120V 42 WATT 6000 LUMEN, AMBIENT OPERATION TEMPERATURE -40 C TO +55 C, WALL OR CEILING MOUNT. METALUX OR EQUAL FIXTURE TYPE: 4VT3-LD5-6-G-120-EL10W-L840-CD1-SSLTP.
 - GENERAL: ROUTE ALL POWER AND CONTROL CONDUITS IN CONCRETE SLAB OR FLOOR WHEN POSSIBLE.
 - MOUNT RTU TO WALL. ALL CONDUITS SHALL ENTER RTU FROM THE BOTTOM OR SIDE NEAR THE BOTTOM OF THE ENCLOSURE.
 - FEEDER CIRCUIT SHALL PENETRATE WALL BELOW PMS-LP-00001. CONDUIT SHALL TEE WITH ONE CONDUIT GOING UP INTO BOTTOM OF PANEL ENCLOSURE AND THE OTHER CONDUIT GOING DOWN WITH A MOISTURE DRAIN FITTING SO ALL INFILTRATED MOISTURE WILL NOT DRAIN INTO THE ELECTRICAL EQUIPMENT. SEE 45-E-3 FOR PANEL SCHEDULE.
 - BOND GRATING AND STAIRWAY FRAME STRUCTURE TO GROUNDING SYSTEM.
 - PROVIDE WET LISTED LIGHT SWITCH AT THE TOP OF THE ACCESS STAIRS, BUT BELOW ACCESS HATCH.
 - PROVIDE UTILITY METER SOCKET, SERVICE RISER, AND CONDUITS IN ACCORDANCE WITH SALEM CITY POWER STANDARD ELECTRICAL SERVICE REQUIREMENTS. SALEM CITY POWER SHALL PROVIDE PRIMARY AND SECONDARY CONDUCTORS AND TRANSFORMER. COORDINATE WITH SALEM CITY POWER FOR FINAL SERVICE LOCATIONS AND REQUIREMENTS.
 - PROVIDE EXHAUST FAN CONTROL STATION ADJACENT TO LIGHT SWITCH.
 - ROUTE CONDUIT TO PULLBOX FOR FUTURE SECURITY CAMERA POLE. SEE DRAWING 45-E-1 FOR LOCATION.



ONE-LINE DIAGRAM
NTS



DSGN	M PAWLOSKI	NO.	10/23	ADDENDUM 2	NO.	10/23	ADDENDUM 1
DR	R PHILLIPS	NO.	10/23	ADDENDUM 2	NO.	10/23	ADDENDUM 1
CHK	T PALIN	NO.	10/23	ADDENDUM 2	NO.	10/23	ADDENDUM 1
APVD	T PALIN	NO.	10/30/2023	ADDENDUM 2	NO.	10/30/2023	ADDENDUM 1

VERIFY SCALE	BAR IS ONE INCH ON ORIGINAL DRAWING. IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.
RP	TP
RP	TP
BY	APVD



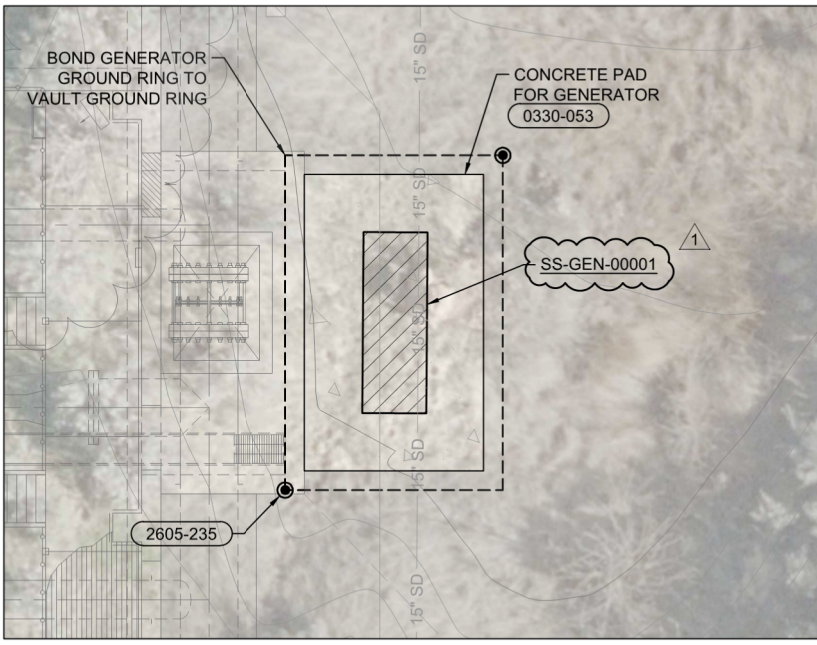
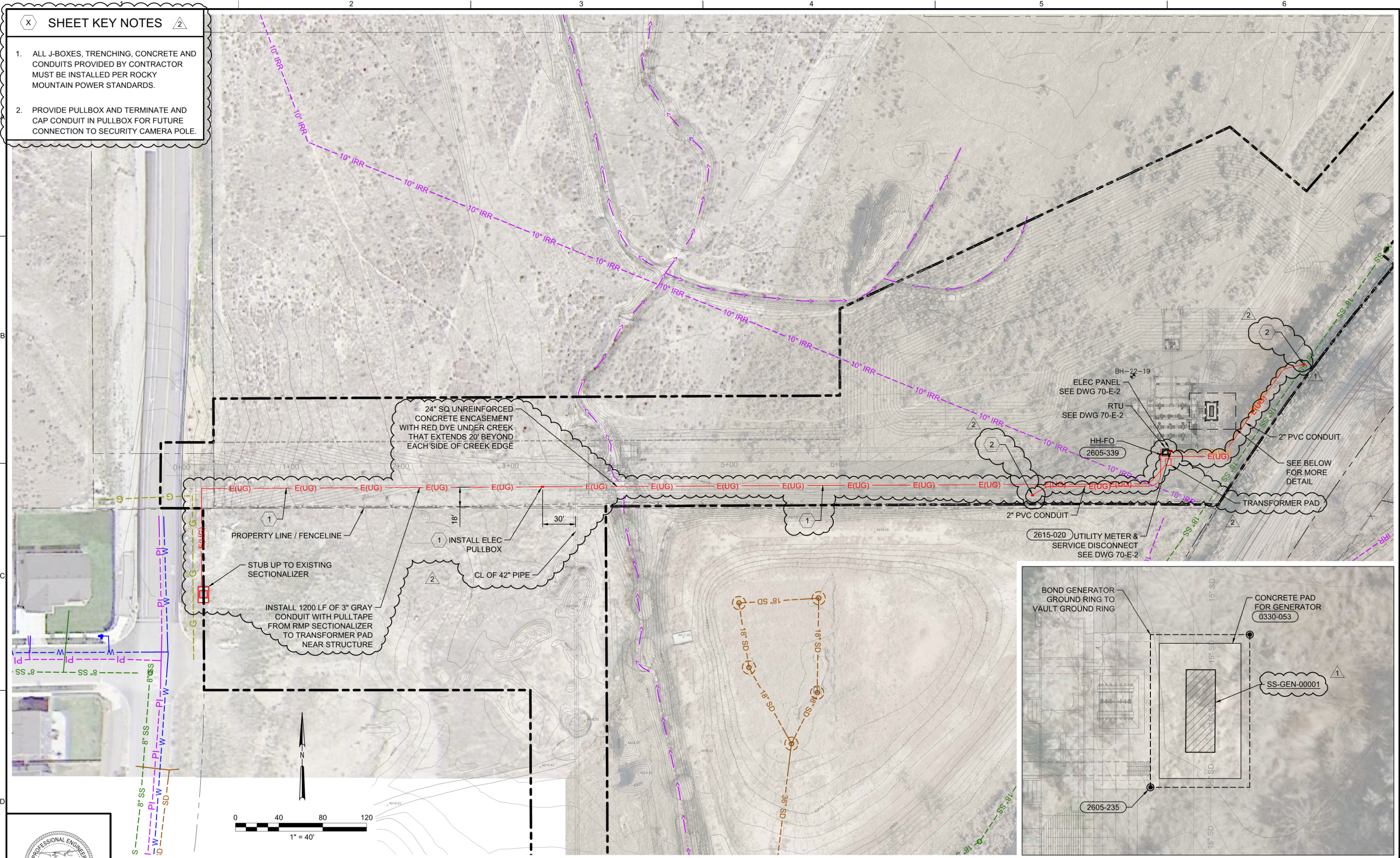
SPANISH FORK SANTAQUIN PIPELINE
SANTAQUIN REACH

**PAYSON MAIN STREET TURNOUT
ELECTRICAL PLAN**

SHEET	XX OF XX
DWG	45-E-2
DATE	OCTOBER 2023
CONTRACT	C-2023-01

SHEET KEY NOTES

1. ALL J-BOXES, TRENCHING, CONCRETE AND CONDUITS PROVIDED BY CONTRACTOR MUST BE INSTALLED PER ROCKY MOUNTAIN POWER STANDARDS.
2. PROVIDE PULLBOX AND TERMINATE AND CAP CONDUIT IN PULLBOX FOR FUTURE CONNECTION TO SECURITY CAMERA POLE.



DSGN	M PAWLOWSKI	NO.	2	DATE	10/23	REVISION	ADDENDUM 2
DR	R PHILLIPS	NO.	1	DATE	10/23	REVISION	ADDENDUM 1
CHK	T PALIN						
APVD	T PALIN						

VERIFY SCALE
 BAR IS ONE INCH ON ORIGINAL DRAWING.
 IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.



**SPANISH FORK SANTAQUIN PIPELINE
 SANTAQUIN REACH**

**PIGGING STRUCTURE
 ELECTRICAL SITE PLAN**

SHEET	XX OF XX
DWG	70-E-1
DATE	OCTOBER 2023
CONTRACT	C-2023-01

"General Decision Number: UT20230087 09/01/2023

Superseded General Decision Number: UT20220087

State: Utah

Construction Type: Building

County: Utah County in Utah.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/27/2023

2	02/03/2023
3	02/10/2023
4	08/11/2023
5	09/01/2023

CARP0801-002 12/01/2022

	Rates	Fringes
CARPENTER (Drywall Hanging and Metal Stud Installation Only).....	\$ 31.66	13.97

ELEC0354-004 06/01/2023

	Rates	Fringes
ELECTRICIAN.....	\$ 39.00	1.3%+16.55

ELEV0038-003 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 50.87	37.335+a+b

FOOTNOTE:

a: Vacation Pay: 8% with 5 or more years based on regular hourly rate for all hours worked, 6% under 5 years based on regular hourly rate for all hours worked. b: Paid holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Friday after Thanksgiving and Christmas Day

PAIN0077-005 08/01/2022

	Rates	Fringes
PAINTER (Spray Only).....	\$ 22.50	8.93

* PLUM0140-001 08/01/2023

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 42.00	15.02

SHEE0312-002 07/01/2022

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation).....	\$ 39.26	11.67

* SUUT2012-019 07/29/2014

	Rates	Fringes
CARPENTER (Acoustical Ceiling Installation Only).....	\$ 21.29	1.95

CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging, and Metal Stud Installation.....	\$ 19.51	5.18
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CEMENT MASON/CONCRETE FINISHER...\$ 19.57	0.00
DRYWALL FINISHER/TAPER.....\$ 19.23	4.85
IRONWORKER, STRUCTURAL.....\$ 20.21	3.22
LABORER: Common or General.....\$ 14.48 **	0.00
LABORER: Irrigation.....\$ 9.50 **	0.00
LABORER: Mason Tender - Brick...\$ 16.38	1.00
LABORER: Mason Tender - Cement/Concrete.....\$ 14.79 **	0.00
LABORER: Pipelayer.....\$ 13.57 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....\$ 16.92	0.00
OPERATOR: Loader.....\$ 19.34	0.00
PAINTER (Brush and Roller, Excluding Drywalling/Taping).....\$ 12.00 **	0.00
ROOFER.....\$ 15.62 **	0.00
SPRINKLER FITTER (Fire Sprinklers).....\$ 24.76	7.83
TILE FINISHER.....\$ 13.54 **	0.00
TILE SETTER.....\$ 23.00	0.00
TRUCK DRIVER: Dump Truck.....\$ 16.49	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

<https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the

classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"