

UTAH LAKE RESTORATION PROJECT



REQUEST FOR PROPOSALS

PROFESSIONAL SERVICES FOR THE
Utah Lake Restoration Project
National Environmental Policy Act Third-party Contractor Support

Request for Proposals Issuance Date: March 16, 2022
Proposal Due Date: April 28, 2022



LAKE RESTORATION SOLUTIONS

TABLE OF CONTENTS

- I. GENERAL INFORMATION
 - A. Summary
 - B. Information and Inquiries
 - C. Pre-submittal Conference Call
 - D. Receipt of Proposals
 - E. Consequence of Submission of Proposal
 - F. Schedule of Events
 - G. Interviews
 - H. LRS's Rights Regarding Proposal
 - I. Conflicts of Interest
- II. PROJECT INFORMATION
 - A. Background
 - B. Purpose and Drivers
 - C. Budget/Funding
 - D. Schedule
 - E. Environmental Status
- III. SERVICES REQUESTED
- IV. QUALIFICATIONS
- V. PROPOSAL REQUIREMENTS
- VI. SELECTION PROCEDURES
- VII. SPECIAL CONDITIONS

ATTACHMENT A - SCOPE OF WORK

ATTACHMENT B - REQUIRED FORMS

- Proposer Information (Attachment B-1)
- Proposer Certification (Attachment B-2)
- Conflict of Interest Disclosure Statement (Attachment B-3)
- Key Personnel (Attachment B-4)

ATTACHMENT C - FORM OF PROFESSIONAL SERVICES CONSULTANT AGREEMENT

ATTACHMENT D - LRS'S CONFLICT OF INTEREST POLICY

I. GENERAL INFORMATION

A. Summary

Lake Restoration Solutions, LLC (“LRS” or “Proponent” or “Applicant”) invites proposals from qualified firms (“Proposers”) interested in providing National Environmental Policy Act (“NEPA”) third-party contractor services (“Professional Services”) for the Utah Lake Restoration Project for the comprehensive restoration and enhancement of Utah Lake and development of improvements (“ULRP” or the “Project”), as described by Utah Code 65A-15 and described in this Request for Proposals (“RFP”).

The U.S. Army Corp of Engineers (“USACE”) will be the lead agency for the NEPA review; however, additional agencies may be designated as co-lead agencies (collectively, the “Lead Agencies”). Pursuant to the NEPA, the USACE has determined that an Environmental Impact Statement (EIS) must be prepared. The USACE will use a third-party contract for preparation of the EIS. The term “third party contract” refers to contractors paid by the applicant but selected and directed by the Lead Agencies. The information obtained by the third-party contract must be consistent with the USACE statutory requirements to take a hard, objective look at public interest and environmental factors. As such, the third-party contractor must provide unbiased and acceptable information which can be used as the basis for making a permit decision.

As the Applicant, LRS will be responsible for contracting with the third-party contractor and making payments; however, the Lead Agencies will be responsible for directing the delivery and quality of Professional Services based on the agreed upon Scope of Work (“SOW”). The USACE has requested that LRS provide them with a list of three (3) qualified third-party contractors along with their statements of qualifications (SOQ).

The deadline to submit to LRS sealed proposals (“Proposals”) meeting the requirements specified in this RFP is 11:59 p.m., MDT, on **April 28, 2022** (the “Proposal Submission Deadline”). LRS will not consider Proposals received after the Proposal Submission Deadline.

The Project proposes to comprehensively restore and enhance Utah Lake, the largest freshwater lake in Utah. Utah Lake and its watershed are an important water source for the Wasatch Front, where 80% of the State’s residents live. The Project aims to restore, improve, and conserve the water quality and ecosystem of Utah Lake’s 280 billion gallons of freshwater through a combination of dredging and ancillary environmental works, beneficial use of the dredged materials, and the installation of biofiltration systems.

The Project includes dredging the lake bottom to remove nutrient-loaded sediment, replacing invasive plant and animal species with native species, and

enhancing the water quality to a cleaner and more natural state. The dredged material will be placed in containment areas (“islands”) and be optimized for beneficial uses including wetland restoration, beach renewal, and development. Strategically engineered islands will, among other things, store and sequester nutrient loaded sediments. Three types of islands will be created within the lake: estuary islands, recreation islands, and community islands. Wildlife habitat areas and open space will be created on and around the islands and enhanced within and around the lake. Development on community islands will provide environmentally conscious and sustainable waterfront living and provide the funding for the Project. Infrastructure (e.g., causeways, roads, utilities, boat ramps, and docks) will be constructed to facilitate access to and utilization of some of the islands.

The Project will enhance Utah Lake’s ecosystem by improving water quality, reducing invasive species, restoring native vegetation including submerged and emergent vegetation, and conserving water.

LRS submitted an Application for Department of the Army Permit to the USACE for a Clean Water Act (“CWA”) Section 404 Individual Permit for the Project. The ULRP [Permit Application](#) is available on the [Project page](#) of the USACE's website. The USACE has determined that development of the proposed project has the potential to significantly affect the quality of the human environment through impacts to the following resource areas: aesthetics; agricultural resources; aquatic resources and wetlands; biological resources; climate change; cultural resources; floodplains; geology, soils, and minerals; hazardous wastes and materials; hydrology and water quality; land use, ownership, and planning; navigation, shore erosion, and accretion; noise; parks and recreation; paleontological resources; public services; socioeconomics; traffic and transportation; utilities and service systems; and water supply, conservation, and water rights. Therefore, pursuant to the NEPA, an Environmental Impact Statement (EIS) must be prepared. NEPA compliance is also a requirement of federal funding as further described in [Section II.C](#) of this RFP and [Attachment C, Section 33](#) to this RFP.

The EIS will use data adequacy standards and criteria authorized by the Lead Agencies to explore and analyze possible alternatives to the action proposed by the Proponent. The Lead Agencies must ensure that the information provided by the third-party contractor is unbiased and based on public interest and environmental factors. The Lead Agencies will also take full responsibility for the scope and contents of the EIS, participating in the preparation of the document and directing the third-party contractor as necessary to make certain that its work is acceptable. It is the responsibility of the Lead Agencies to make a final assessment as to the accuracy and adequacy of the data provided by the third-party contractor for the EIS.

Pursuant to 40 CFR § 1506.5(b), the USACE is authorized to direct Proponent to engage a third-party contractor to prepare the EIS. Through this RFP, LRS seeks

to contract with one Professional Services Consultant(s) to provide the Lead Agencies with third-party contractor support in completing the CWA Section 404 permit application and the NEPA and related environmental reviews, including the EIS, associated with environmental permitting for the Project.

The Professional Services Consultant(s) will report to the Lead Agencies for overall schedule, budget, and progress of the Project. LRS expects to award a contract(s) for Professional Services substantially in the Form of Professional Services Consultant Agreement provided in Attachment C to this RFP (the “Contract”) to the successful Proposer. LRS anticipates it will implement the Contract(s) to furnish Professional Services for a term of three years, with the option to extend the term as is necessary and mutually agreed upon by both parties (“Contract Term”). Further detail regarding the Professional Services to be provided by the Professional Services Consultant(s) is set out in Attachment A - Scope of Work to this RFP.

B. Information and Inquiries

Additional information relating to the RFP may be posted on the Project website at <https://www.lakerestorationsolutions.com> as needed after issuance of the RFP. Proposers should consult the Project website regularly for these updates. It is the Proposer’s responsibility to obtain addenda and other information relating to this RFP. Each Proposer must acknowledge receipt of all addenda in its Proposal, in accordance with the instructions provided in this RFP. Failure to acknowledge all posted addenda may cause the Proposal to be rejected.

Proposers are to direct all inquiries concerning this RFP or related topics to Scott Peters at scottpeters@lakerestorationsolutions.com. Questions regarding this RFP must be submitted in writing no later than **5:00 p.m., MDT, on March 31, 2022**. Questions received after the above-referenced due date and time may not be responded to at LRS’s sole discretion.

All inquiries should include the title of this RFP in the subject line. Depending upon the content and scope of the question, responses to questions will be promptly prepared and provided via addenda available to all Proposers that have an interest in responding to this RFP. No verbal or written information which is obtained by Proposers other than through this RFP or its addenda shall be binding on LRS. No employee of LRS or of any member of LRS is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in or amended to this written RFP document. LRS will not be responsible for any information used to prepare a Proposal that has not been provided by this RFP and any addenda.

Requests for changes to the terms and conditions of the Contract must be included in an Appendix as part of the Proposal submitted. A response will be

provided by LRS, to the selected Proposer, as to whether a change in the terms and conditions of the Contract has been made, nor shall any change that LRS indicates it will make be binding on LRS unless set forth in the final written Contract executed by LRS and the Professional Services Consultant(s). LRS shall have no obligation to consider further requests for changes to the terms and conditions beyond those submitted as part of the Proposal. The Proposal may not otherwise include any qualifications, conditions, assumptions, or exceptions to, or deviations from, the requirements of this RFP, inclusive of all addenda.

C. Pre-submittal Conference Call

A pre-submittal conference call will be held on **March 24, 2022, at 10:00 a.m. MDT** via Zoom. If interested in attending, please email Scott Peters at scottpeters@lakerestorationsolutions.com for login information details.

A representative from each Proposer team should attend. During the meeting, a presentation will be made to describe the Project, anticipated services, and intended schedule. Interested Proposers may ask questions and request clarification about the Project and the procurement process but may not rely on those responses or any other information provided by LRS at the meeting. Subconsultants are invited to attend this meeting as well.

D. Receipt of Proposals

Proposals shall be submitted in electronic form in Word or in Adobe PDF format with sections of the Proposal indexed, and shall be received no later than 11:59 p.m., MDT, on **April 28, 2022**, to the following addressee at the following email address:

Scott Peters
scottpeters@lakerestorationsolutions.com

Proposals and/ or modifications received by LRS after the date and time specified in this Section I.D of this RFP will not be considered.

Proposals shall be submitted electronically with the following information clearly marked in the body of the email:

- Name of Proposer
- Proposal title: “PROPOSAL FOR PROFESSIONAL SERVICES FOR UTAH LAKE RESTORATION PROJECT NEPA THIRD-PARTY CONTRACTOR SUPPORT”.

Where two or more firms desire to submit a single Proposal in response to this RFP, they shall do so on a prime-subconsultant basis rather than as a joint venture. Failure to comply with requirements of this RFP may result in disqualification.

LRS will not be liable for costs incurred by a Proposer in preparing a Proposal or otherwise responding to this RFP. By submitting a Proposal or other response to this RFP, Proposer agrees to waive any claim against LRS for costs incurred in connection with that Proposal or other response.

E. Consequence of Submission of Proposals

LRS shall not be obligated to respond to any Proposal submitted nor be legally bound in any manner by the submission of a Proposal.

F. Schedule of Events

LRS has established the following tentative schedule for the selection process:

Event	*Date
Issue RFP	March 16, 2022
Pre-submittal Conference Call	March 24, 2022
Deadline for Submittal of Questions	March 31, 2022
Responses to Questions Issued	April 7, 2022
Proposal Submittal Deadline	April 28, 2022
**Interviews (if required)	May 5, 2022
List and Qualifications of Top 3 Scoring Proponents Submitted to USACE	May 6, 2022
USACE Selection of Proponent	TBD
Notice of Award of Contract	TBD

*Dates may vary based on length of the negotiation process.

**Interviews (if required) and negotiation meetings may be held in person or remotely due to recent circumstances making in-person interviews and negotiation meetings inadvisable or impractical. LRS will provide Proposers selected for such interviews and meetings with reasonable advance written notice of the protocols and required technology for the same.

G. Interviews

LRS may request select Proposers to participate in an interview as described in Section VI of this RFP. Interviews are tentatively scheduled for **May 5, 2022**.

H. LRS's Rights Regarding Proposal

LRS reserves the right to:

- Disqualify any Proposer that does not follow the instructions in this RFP.
- Reject any and all Proposals at its discretion, including Proposals found to be conditional or incomplete, contain irregularities, or not responsive to this RFP.
- Disqualify any Proposer that submits excessive, extraneous, or illegible materials and/or remove the excessive, extraneous, or illegible materials from the Proposal.
- Investigate the qualifications of any Proposer or Proposer team member under consideration.
- Select multiple Proposers.
- Require confirmation of information furnished by the Proposer.
- Require additional evidence of ability to perform the Professional Services described in this RFP.
- Contact the submitted references regarding the information provided in the RFP.
- Postpone or cancel the entire RFP or a portion thereof.
- Postpone or cancel the Contract or any part of the SOW award for its own convenience.
- Issue subsequent RFPs.
- Disqualify a Proposer upon evidence of collusion, with intent to defraud, or other illegal practices on the part of the Proposer.
- Waive any errors or informalities in any Proposal to the extent permitted by law.

LRS has no obligation to consider any Proposal unless it is responsive to this RFP. This RFP does not commit LRS to enter into a Contract or any part of the SOW.

I. Conflicts of Interest

40 CFR § 1506.5(b)(4) requires that contractors preparing environmental impact statements submit a disclosure statement to the Lead Agencies that specifies any financial or other interest in the outcome of the action. To avoid any conflict of interest, and before the selected Proposer can work on the EIS, the Proposer shall execute such disclosure statement, provided by the Lead Agencies.

Proposers shall also comply with LRS's Conflict of Interest Policy which is attached as Attachment D to this RFP and incorporated into this RFP by reference in its entirety. Exceptions to this policy may be granted by LRS, upon written request from such person or firm, if LRS determines, in its sole discretion, that the person's or firm's involvement is in the best interest of the

Project and does not constitute an unfair advantage. Proposers shall submit a written request for exemption as soon as possible (optimally by not later than **March 31, 2022**), as LRS shall not extend the Proposal Submission Deadline to accommodate any such request and shall not be responsible for any inability or failure to respond to any such requests prior to the Proposal Submission Deadline.

II. PROJECT INFORMATION

A. Background

Utah Lake and its lakebed are sovereign land owned by the State of Utah by virtue of its sovereignty. Concerned with the degradation of the water quality and declining health of Utah Lake's ecosystem, the Utah Legislature passed House Concurrent Resolution 26 urging restoration of Utah Lake and seeking proposals to accomplish the same in 2017. LRS submitted a full proposal in response in January 2018. The State of Utah subsequently passed legislation authorizing FFSL to recommend the disposal of Utah Lake land in exchange for the execution of a project to comprehensively restore Utah Lake for the approval of the State Legislature and Governor. Notably, the legislation requires that any such land transferred to a private party be subject to applicable land use provisions of state law.

Through a competitive bidding process and this state legislation, FFSL selected LRS as the exclusive provider in May 2018. Under the proposal, title to the land created by dredging the lakebed to form islands on the lake and limited land adjacent to the existing lake shore will be transferred to LRS and its related entities.

This Project involves dredging, island creation, controlling wind and wave action, water quality improvements, and restored native plant and animals, which will be accomplished through a diverse capital stack totaling more than \$6 billion. The foundation of the Utah Lake Restoration Project is dredging the Utah Lake bottom. The dredged material will be formed into islands strategically engineered and placed to control wind and wave action on the Lake, expand fish and wildlife habitat, protect shorelines, and reduce evaporation. Besides serving a critical conservation role, island creation will provide recreational opportunities and lakefront living for hundreds of thousands of Utahns. Approximately half of new land created on the Lake will be wildlife habitat, open space, recreation areas, parks, beaches, trail systems, public access areas, estuary islands, and recreation islands. The remaining land will include residential, commercial, mixed-use, and business districts.

B. Purpose and Drivers

The Project contributes significantly to public trust values in the state of Utah, which are essential drivers to the Project. These public trust benefits include:

- Restoring the clarity and quality of the water in Utah Lake.
- Conserving water resources in and around Utah Lake.
- Preserving the water storage and water supply functions of Utah Lake.
- Removing invasive plant and animal species, including phragmites and carp, from Utah Lake.

- Restoring littoral zone and other plant communities in and around Utah Lake.
- Restoring and conserving native fish and other aquatic species in Utah Lake, including June Sucker.
- Increasing the suitability of Utah Lake and its surrounding areas for shore birds, waterfowl, and other avian species.
- Improving navigability of Utah Lake.
- Maximizing, enhancing, and ensuring recreational access and opportunities on Utah Lake.
- Preserving current water rights related to water associated with Utah Lake.
- Improving the use of Utah Lake for residents and visitors.
- Accommodating existing use on land in and around Utah Lake.

C. Budget/Funding

The Project is anticipated to be funded through a combination of private financing, state and federal programmatic funds (specifically relating to water and/or infrastructure financing programs), and non-profit contributions.

D. Schedule

Environmental permitting and approval, including the NEPA review, are expected to be completed by the second quarter of 2024.

E. Environmental Status

LRS is currently (i) undertaking preliminary environmental, geotechnical, and engineering investigations; and (ii) completing project planning, preliminary design, necessary to support the state and federal environmental review and approval processes for the Project (including NEPA approvals).

LRS's preliminary investigations include a completed lakebed geophysical survey and sediment study, a wetland verification study, a cultural resources desktop assessment, and preparation of the following draft resource reports for the Project:

- | | |
|----------------------|----------------------------|
| • Air Quality | • Soils |
| • Cultural | • Special Management Areas |
| • Fisheries | • Terrestrial Biology |
| • Land Use | • Topography and Geology |
| • Noise | • Visual |
| • Social & Economics | • Water |

Additionally, LRS is in the process of completing preliminary water circulation and water quality modeling, cone penetration tests, geotechnical coring studies, environmental sediment characterization, and submerged aquatic

vegetation surveys for the Project.

III. SERVICES REQUESTED

Professional Services Consultant(s) shall provide LRS and the Lead Agencies with the anticipated services described in the SOW attached as Attachment A to this RFP.

IV. QUALIFICATIONS

LRS is committed to selecting the right Professional Services Consultant(s) to provide the Lead Agencies with NEPA third-party contractor support for the Project. The selected Professional Services Consultant(s) will work collaboratively with both LRS and the Lead Agencies, as appropriate, and pursue effective ways of communicating to encourage conflict avoidance and resolution. To this extent, LRS and the Lead Agencies are seeking to engage a Professional Services Consultant(s) with the appropriate mix of leadership, technical, and facilitative skills necessary to lead to efficient and comprehensive completion of the Project's Clean Water Act (CWA) Section 404 permitting, NEPA, and other federal and state permitting reviews.

LRS and the Lead Agencies desire to contract with a Professional Services Consultant team(s) consisting of key team members that possess certifications and demonstrate previous experience in conducting NEPA EIS environmental studies and permitting.

The third-party contractor should have knowledge of the geographic area, as well as experience with the type of project being proposed, NEPA, and the USACE's Regulatory Program requirements, in particular their Public Interest Review and the U.S. Environmental Protection Agency's Section 404(b)(1) Guidelines.

Specifically, the Professional Services Consultant shall specialize in NEPA document preparation and shall have experience and expertise in the preparation of large, complex EISs with extensive public interest (including tracking a large volume of public comments) for the USACE, CWA Section 404, and with the Section 404(b)(1) Guidelines for Specification of Disposal Sites for Dredged or Fill Material; and be familiar with the new 2020 NEPA rules and the USACE's Appendix B to Part 325—NEPA Implementation Procedures for the Regulatory Program. Technical support, for engineering, water quality modeling, natural science (e.g., fish and aquatic resources, terrestrial biology, cultural resources), and other support services may be provided by a subconsultant to the Professional Services Consultant, if needed.

The Professional Services Consultant's designated Program Manager shall have significant experience in state and federal laws and regulations related to CWA Section 404 permitting, and specifically with preparing EISs for CWA Section 404 applications for the USACE, and the required State of Utah ("State")

environmental approvals and permits for the Project. The Program Manager shall also possess an understanding of cost control techniques, timely completion state and federal permitting process, creative thinking, clear and effective verbal and written communication skills, and shall have the interest and ability to work in a team-oriented, collaborative work environment.

The Professional Services Consultant's team shall include expertise in the following areas:

- Agricultural resources
- Aquatic resources and wetlands
- Biological resources (special status plants and wildlife, avian, etc.)
- Civil engineering
- Climate and air quality
- Cultural resources
- Environmental engineering
- Floodplains
- Geology, soils, minerals, and topography
- Geologic hazards (Seismic activity)
- Geotechnical engineering
- Hazardous wastes and materials
- Land use, ownership, parks and recreation, community planning, and environmentally sustainable development
- Limnology
- Navigation
- Noise
- Paleontological resources
- Public services
- Sediment management and dredging design
- Shore erosion and accretion
- Socioeconomic and environmental justice
- Structural engineering
- Traffic and transportation
- Utilities and service systems
- Visual resources and aesthetics
- Water resources (hydrology, water quality - including water circulation and water quality modeling, water supply, water conservation, water rights, and stormwater management)

V. PROPOSAL REQUIREMENTS

The Proposal shall be concise, well-organized and demonstrate the Proposer's qualifications and experience applicable to the Contract and the requested Professional Services. Emphasis should be on completeness and clarity of content with sufficient detail to allow for an accurate and comparative evaluation.

The minimum font size for the Proposal is 12-point. The Proposal shall not exceed a total of the equivalent of 25 single-sided, 8.5” x 11” pages excluding the cover letter and appendices (see notes in Table of Proposal Contents, below). The required forms (Attachments B-1 through B-4) must be completed and included in an appendix at the end of the Proposal and are excluded from the page limitations. In the lower left-hand page of the Proposal, and on the Proposal cover, place the following notation: “PROPOSAL FOR PROFESSIONAL SERVICES FOR UTAH LAKE RESTORATION PROJECT NEPA THIRD-PARTY CONTRACTOR SUPPORT”.

The Proposal shall include the following sections:

Section	Proposal Contents	Notes
Cover Letter	Transmittal	Not counted towards page limit
1	Executive Summary	
2	Proposer Information and Relevant Experience	
3	Professional Services Consultant Team and Key Personnel	Include resumes in Appendix (resumes in Appendix not counted towards page count)
4	Approach, Understanding, and Scope of Work	
5	RFP Forms (<u>Attachments B-1 through D-4</u>)	Include forms in Appendix (not counted towards page count)
6	Estimated Budget	Include in separate sealed envelope (not counted towards page count)

The following summarizes the expected contents of each of the listed sections of the Proposal:

Cover Letter

Proposers shall submit a cover letter describing the Proposer’s interest and commitment to successful completion of the requested Professional Services. The cover letter shall include the name, title, address, and telephone number of the individual to whom correspondence and other contacts should be directed during the Proposal selection process. The person authorized by the Proposer to negotiate the Contract with LRS shall sign the cover letter.

Address the cover letter as follows:

Lake Restoration Solutions, LLC
ATTN: Scott Peters, Director - Environmental Planning and Permitting

Section 1 - Executive Summary

Proposer shall provide a brief narrative description of the process and steps needed to secure the required permit from the Lead Agencies to complete the related NEPA review for the Project. The narrative description shall identify the specific

services to be provided by Proposer, include the principal elements and challenges, demonstrate an understanding of the primary objectives, and describe the approach to accomplish the requested Professional Services.

Section 2 - Proposer Information and Relevant Experience

Proposer shall also complete the Proposer Information form provided in Attachment B-1 and submit the completed form with the Proposal.

A. Narrative

Provide a narrative that:

- Provides a description and background summary of the Proposer prime contractor firm and any subconsultants;
- Includes the Proposer's qualifications, commitment, strength, and technical capabilities to successfully perform the requested Professional Services;
- Includes the process and approach to timely complete the requested Professional Services; and
- Demonstrates how the Proposer meets the qualification requirements outlined in Section IV of this RFP.

Provide a description of three (3) recent projects by the Proposer demonstrating similar scope, complexity, and experience in the role of Professional Services Consultant providing "Studies of Similar Scope and Complexity".

Each description shall be one page and include:

- Project name, overview, location, owner, and owner contact information;
- Dates when the project/study/program/contract was performed (start and end dates);
- Proposer's role and responsibilities in the project/study/program/contract and start/end dates of Proposer's participation in the project;
- Identification of Proposer staff member(s) who worked on the project/study/program/contract and their project title;
- Project award amount and final project cost; and
- Information on whether the project/study/program/contract was performed on schedule and on budget.

Section 3 - Professional Services Consultant Team and Key Personnel

A. Provide an organizational chart identifying key personnel roles and functions and reporting relationships that:

- a. Indicates roles of any sub-contracted specialties and self-performed specialties; and
 - b. Demonstrates the Proposer's depth of resources necessary to perform the Professional Services and meet Project Goals while adhering to the available budget.
- B. Provide a narrative of the experience of the Program Manager and other key Proposer team members ("Key Personnel", refer to Section IV of this RFP for team qualifications) including working together on other projects of similar scope and complexity and availability to provide the requested Professional Services.
- C. Provide resumes for Program Manager and other Key Personnel. Please limit each resume to one page including:
- Experience in similar roles on Studies of Similar Scope and Complexity.
 - Include at least three specific project references on different projects of similar scope and complexity including client name, reference name, title, and agency and reference contact information including, address, telephone number, and email address. References shall be knowledgeable about the work of the Proposer on the different projects of similar scope and complexity.

Section 4 - Approach, Understanding, and Scope of Work

Provide a detailed description of the Proposer team's approach and methodology for the requested Professional Services highlighting how the Proposer team's approach will assist LRS and the Lead Agencies in exceeding the Project goals and integrate Proposer team members and LRS's/Lead Agencies' staff including the following:

- A. An overview of the process, including timing, for completing the SOW as described in Attachment A to this RFP, including the Lead Agencies' completion of the related NEPA review for the Project;
- B. The primary role of the Professional Services Consultant in providing NEPA third-party contractor support to the Lead Agencies;
- C. Constraints, problems, and issues that should be anticipated during implementation of the Contract and suggestions for approaches to resolving the issues;
- D. Key elements, activities, and specific work tasks that will need to be executed to meet the estimated budget;
- E. A schedule for the timing for completing each work task; and
- F. Measures Proposer will take to ensure timely and cost-effective delivery of the proposed SOW.

The SOW provided in Attachment A to this RFP outlines the minimum activities LRS anticipates the Lead Agencies will expect the Professional Services Consultant(s) to conduct over the course of the Contract and shall be used as a basis for preparation of a comprehensive SOW for the Contract. Proposers may modify the SOW outlined in Attachment A to this RFP in order to incorporate innovative technology, approaches, or methods or to add missing elements that are essential to successfully support the Lead Agencies in completing the related NEPA and Project permitting review. The description shall clearly define the SOW that will be included in the Contract with the selected Proposer. The detailed SOW will be evaluated as part of the selection process and negotiated with the preferred Proposer selected by LRS and the Lead Agencies for the Contract.

Section 5 - RFP Forms (Attachments B-1 through B-4) and Additional Information

Proposers shall complete and provide Attachments B-1 through B-4 in a separate appendix. The pages for these forms will not count towards the page count.

Proposers may also include additional supporting information in an appendix. Proposers are encouraged to be brief and only include information specifically relevant to the Project in the appendix. Additional information included in the appendix may not be reviewed. Additional information provided in the Appendix will not count towards the page count.

Section 6 - Estimated Budget

Proposers will not be evaluated based on price; however, LRS requests that an indicative fee estimate and supporting assumptions be submitted for informational purposes only, to assist LRS in its ongoing refinement of Project cost forecasts and budgeting. Proposers shall submit an estimated budget to deliver the proposed SOW as a separate PDF document labeled “Utah Lake Restoration Project Professional Services - Estimated budget.” This separate submittal will not be shared with the Lead Agencies during the selection process per their request. The fee estimate shall include:

- Hourly billable rates for all personnel to form the Table of Rates and Prices to be included in the Contract;
- Estimate/schedule of other direct or reimbursable costs to provide the proposed SOW;
- Estimated budget by task to provide the proposed SOW (including total sum of task budgets);
- Summary of estimated hours by labor category; and
- Total estimated fee for Professional Services to provide NEPA third-party contractor support to the Lead Agencies.

VI. SELECTION PROCEDURES

Overview

LRS will establish an evaluation committee to review and score Proposals and identify a preferred Proposer to perform each of the tasks identified in the SOW. The evaluation committee will include representatives from LRS and may include other Project partners, stakeholders, or other persons selected by LRS. LRS may modify evaluation committee membership at any time.

During the evaluation process, LRS may request additional information or clarification from the Proposer or may request the Proposer to verify or certify certain aspects of its Proposal. The scope, length, and topics to be addressed in any such clarification response shall be prescribed by, and subject to, the sole discretion of LRS.

Proposals shall be evaluated on the basis of the evaluation criteria described in this Section VI (“Evaluation Criteria”). Evaluations of Proposals are subject to the sole discretion of LRS and its staff, with assistance from such professional and other advisors as LRS may designate. In addition, any other pertinent information which becomes available during the evaluation and interview may be considered in the evaluation.

Final selection(s) will be based on the Proposal and may include an interview, in the evaluation committee’s sole discretion. The USACE has specified its necessary qualifications for the third-party contractor, which have been incorporated into this RFP. Following its evaluation of Proposals, LRS will provide the Lead Agencies with a list of the top three (3) ranked Proposers along with their statements of qualifications (SOQ). In accordance with the USACE’s Regulatory Guidance Letter 05-08, the Lead Agencies will approve the first contractor that is fully acceptable to the Lead Agencies using LRS’s order of preference, and provide written approval to LRS.

Contract negotiations will begin immediately after selection of the Proposer(s). If LRS cannot reach an agreement with the selected Proposer, LRS may enter into contract negotiations with the next highest rated Proposer approved by the Lead Agencies, in sequence, until an agreement is reached for one or more tasks or a determination is made to reject all Proposals. As a result of this RFP process, the preferred Proposer(s) will be established. LRS and the Lead Agencies will make the final determination of the Proposer(s) selected, as they deem appropriate, in their sole discretion, and offering the apparent greatest benefit to LRS and the Lead Agencies in the best interests of the Project.

Each Proposer will be notified in writing whether or not it has been selected as the preferred Proposer(s).

Interviews

Interviews may be conducted at the option of the evaluation committee. If interviews are conducted: (a) the evaluation committee may in its sole discretion conduct interviews with the top ranked firms based on the score from the written Proposals; and (b) LRS will score each Proposer's interview, if needed, based on the Evaluation Criteria described below for written Proposals.

A Proposal with all the requested information does not guarantee the Proposers to be a candidate for an interview. If the evaluation committee determines that interviews are needed, the Evaluation Committee will schedule the interviews with the top ranked firms. The Proposer's interview team must include the team members expected to complete a majority of work on the Contract. Proposers shall introduce and involve the Key Personnel and other professionals who will be assigned to the Contract and make them available for questions by the evaluation committee. It is anticipated that the interview shall consist of a presentation of approximately forty-five minutes by the Proposer, including the person who will be the Program Manager on this Contract, followed by approximately forty-five minutes of questions and answers. Audiovisual aids may be used during the interviews and the interviews may be recorded by the evaluation team.

Responsiveness

Each Proposal will be reviewed for its: (a) responsiveness to the requirements in this RFP; (b) conformance to the RFP instructions; and (c) non-conformities and irregularities. Those Proposals not responsive to this RFP may be excluded from further consideration and the Proposer will be so notified. LRS may also exclude from consideration any Proposer whose Proposal contains a material misrepresentation; notwithstanding the foregoing, LRS's evaluation committee may, in its sole discretion, waive any minor irregularity or nonresponse in the Proposal and request clarification or additional information, as applicable, to remedy that irregularity or failure, as applicable. In addition, the evaluation committee may, in its sole discretion, reject all Proposals.

Evaluation of Proposers and Evaluation Criteria

In the evaluation and scoring of Proposers, LRS will use the Evaluation Criteria to evaluate the Proposer's Proposal and how well the Proposer addresses the Project Goals. The result of the evaluation will be a comparative scoring of Proposers.

In evaluating each of the criteria, the evaluation committee will identify significant and minor strengths and weaknesses from the submissions. The evaluation committee will then use the following standards to evaluate the submissions and determine the number of points for each Evaluative Criteria based on the maximum point assigned in the table below.

A. Definition of “strength” and “weakness”:

1. The term “strength” ultimately represents a benefit to the Project and is expected to increase the Proposer’s ability to meet or exceed the Project Goals. A minor strength has a slight positive influence, and a significant strength has a considerable positive influence on the Proposer’s ability to exceed the Project Goals.
2. The term “weakness” detracts from the Proposer’s ability to meet the Project Goals and may result in inefficient or ineffective performance. A minor weakness has a slight negative influence, and a significant weakness has a considerable negative influence on the Proposer’s ability to exceed the Project Goals.

B. Written Proposal Evaluation Point Summary

All Proposals meeting the responsiveness requirements will be evaluated using the weighted Evaluation Criteria and point structure below, which correspond to information requested in various sections of the Proposal.

CRITERIA	Weight	(1=low, 10= high)	Total Score	Max Score
Proposer Information and Relevant Experience	30			300
Professional Services Consultant Team and Key Personnel	30			300
Approach, Understanding and Scope of Work	30			300
Timing of Work and Proposed Schedule	10			100
Total Proposal Points Possible	100			1000

C. Proposal Evaluation Criteria

1. Proposer Information and Relevant Experience - Up to **300 points** may be awarded based on a description of Proposer’s firm and past performance and experience in successfully managing and completing Studies of Similar Scope and Complexity; technical experience/proven specialization in performing work of a similar nature; record of completing work on schedule and budget; strength and stability of the firm; and assessments by client references.
2. Professional Services Consultant Team and Key Personnel - Up to **300 points** may be awarded based on the experience and expertise of the Key Personnel assigned to the Project (including subconsultants) showing technical knowledge and relevant experience on recent projects of Similar Scope and Complexity. The submitted organizational chart shall be evaluated with

respect to: (a) Proposer's ability to assemble a highly qualified team with the depth of resources necessary to successfully provide LRS and the Lead Agencies with NEPA third-party support for the Project; and (b) Proposer's depth of resources necessary to achieve the Project Goals and the availability of Key Personnel.

3. Approach, Understanding, and Scope of Work - Up to **300** points may be awarded based on the Proposer's approach and methodology to assist LRS in exceeding the Project Goals; Proposer's understanding of the tasks that must be accomplished to complete the SOW; how the Proposer proposes to execute the tasks; and unique aspects of the Project and alternative approaches LRS or the Lead Agencies might wish to consider. Evaluation will also be based on the Proposer's understanding of the work involved in and for the delivery of Studies of Similar Scope and Complexity and the demonstrated ability to work collaboratively with LRS staff or the Lead Agencies to creatively address complexities.
4. Timing of Work and Proposed Schedule - Up to **100** points may be awarded based on the Proposer's approach and methodology to complete the SOW and meet LRS's desired schedule. Evaluation will include how the Proposers plan to execute such tasks in a timely fashion in accordance with the Project schedule. LRS will also consider Proposer's experience and record of completing work on schedule from projects of similar scope and complexity.

VII. SPECIAL CONDITIONS

A. Reservations

This RFP does not commit LRS to award a contract, to reimburse any costs incurred in the preparation of Proposal pursuant to this RFP, or to procure or contract for work. Award of the Contract is not a guarantee for any minimum amount of services to be performed by the Professional Services Consultant.

B. Public Records

All proposals and materials submitted in response to this RFP become the property of LRS and may be subject to public review. Information submitted by the Proposer may be subject to release under the Government Records Access and Management Act ("GRAMA"), the Freedom of Information Act, or other applicable statute or regulation.

LRS shall accept materials clearly and prominently marked "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY," as determined by the submitting party. LRS shall endeavor to inform the submitting party of any request for disclosure of such materials. Under no circumstances, however, shall LRS be responsible or liable to the submitting party or any other party for the disclosure of any

such labeled materials, whether the disclosure is required by law or a court order, or occurs through inadvertence, mistake, or negligence on the part of LRS or its officers, employees, consultants, agents or representatives, or the Lead Agencies.

LRS shall not advise as to the nature or content of documents entitled to protection from disclosure under GRAMA or records-related statute or regulation. The submitting party shall be solely responsible for all determinations made under such law, and for clearly and prominently marking each and every page or sheet of materials with "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" as it determines to be appropriate. Each submitting party is advised to contact its own legal counsel concerning these statutes and regulations and their applicability to LRS- or Lead Agency-specific circumstances.

In the event of litigation concerning the disclosure of any material submitted, LRS's sole involvement shall be as a stakeholder, retaining the material until otherwise ordered by a court. The submitting party, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the materials and shall hold LRS and its officers, employees, agents, and representatives harmless from all costs and expenses, including attorneys' fees, in connection with such actions.

C. Right to Cancel

LRS reserves the right to cancel this RFP, in part or in its entirety. If LRS cancels or revises the RFP, LRS will notify all firms in writing.

D. Additional Information

LRS reserves the right to request additional information and/or clarifications from any or all Proposers.

E. Agreement for Professional Services Consultant

The selected Proposer(s) will be required to sign a copy of the Contract (copy attached) within two days of receipt of the final Contract from LRS.

F. Insurance Requirements

LRS requires all consultants to procure and maintain, during the period of performance of this Contract, insurance as described in the Contract.

G. Incorrect References

LRS will not be responsible for non-responsive references or references with

incorrect contact information. A reference will be found non-responsive if the Proposer's information cannot be verified by a reference within seven calendar days of first contact attempt by LRS staff. LRS may, at its discretion, make contact with any number of individuals, entities or firms provided in the references and will apply the same reference checking criteria to all Proposers.

H. Protest Procedures and Debriefings

- **Applicability and Process**

This Section VII.H sets forth the sole and exclusive protest remedies available with respect to this RFP. A Proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue its protest. These provisions prescribe the sole and exclusive procedures for protests regarding:

- a. Allegations that the terms of the RFP are wholly ambiguous, contrary to legal requirements applicable to the procurement or exceed LRS's authority;
- b. A determination as to whether a Proposal is responsive to the requirements of the RFP; and
- c. Award of Contract.

- **Required Early Communication for Certain Protests**

Protests concerning the issues described in this Section VII.H may be filed only after the Proposer has informally discussed the nature and basis of the protest with LRS, following the procedures prescribed in this Section VII.H. Informal discussions shall be initiated by a written request for a one-on-one meeting delivered to the Contact as specified in Section I.B of this RFP. The written request shall include an agenda for the proposed one-on-one meeting. LRS will meet with the Proposer as soon as practicable to discuss the nature of the allegations. If necessary, to address the issues raised in an informal discussion, LRS may make appropriate revisions to the RFP documents by issuing addenda.

- **Deadlines for Protests**

Protests concerning the issues described in clause (a), above, must be filed as soon as the basis for the protest is known, but no later than ten days after the date of issuance of the RFP, unless the protest relates to an addendum to the RFP, in which case the protest must be filed no later than five days after the addendum is issued and may only address any item that has been changed by the addendum.

Protests concerning the issues described in clause (b), above, must be filed no later than five business days after receipt of the notification of non-responsiveness in this RFP.

Protests concerning the issues described in clause (c), above, must be filed no later than ten calendar days after announcement of the preferred Proposer.

- **Content of Protest**

Any protest shall contain a full and complete written statement specifying in detail the grounds of the protest and the facts supporting the protest and shall include all factual and legal documentation in sufficient detail to establish the merits of the protest. The protest shall also include the name and address of the protestor and the RFP. Statements shall be sworn and submitted under penalty of perjury.

- **Filing of Protest**

Protests shall be filed electronically by email on or before the applicable deadline to the LRS Contact, **Scott Peters, Director - Environmental Planning and Permitting** of LRS at scottpeters@lakerestorationsolutions.com. For any protest filed after the Proposal Submittal Deadline, the Proposer filing the protest shall concurrently send a copy of the protest to the other Proposers whose addresses may be obtained by contacting the LRS Contact provided in Section I.B.

- **Comments from Other Proposers**

Other Proposers may file statements in support of or in opposition to the protest within five days of the filing of the protest. LRS shall promptly forward copies of all such statements to the protestor. Any statements shall be sworn and submitted under penalty of perjury.

- **Burden of Proof**

The protestor has the burden of proving its protest by clear and convincing evidence. LRS may discuss the protest with the protestor and other Proposers. No hearing will be held on the protest. The protest shall be decided solely on the basis of written submissions.

- **Decision on the Protest**

LRS or its designee will endeavor to issue a written decision regarding the protest within thirty days after the filing of the detailed statement of protest. If necessary, to address the issues raised in a protest, LRS may make appropriate revisions to this RFP by issuing an addendum.

The written decision of LRS shall be final and non-appealable.

- **Protestor's Payment of Costs**

If a protest is denied, the Proposer filing the protest shall be liable for LRS's costs reasonably incurred to defend against or resolve the protest, including legal and consultant fees and costs, and any unavoidable damages sustained by LRS as a consequence of the protest.

- **Rights and Obligations of Proposers**

Each Proposer, by submitting its Proposal, expressly recognizes and agrees to the limitation on its rights to protest provided in this Section VII.H, and expressly waives all other rights and remedies that may be available to the Proposer under law. These provisions are included in this RFP expressly in consideration for such waiver and agreement by the Proposer. If a Proposer disregards, disputes, or does not follow the exclusive protest remedies provided in this Section VII.H, it shall indemnify, defend, and hold LRS and its officers, employees, agents, and consultants harmless from and against all liabilities, fees and costs, including legal and consultant fees and costs, and damages incurred or suffered as a result of such Proposer's actions. Each Proposer, by submitting a Proposal, shall be deemed to have irrevocably and unconditionally agreed to this indemnity obligation.

I. Debriefings

All Proposers submitting Proposals will be notified in writing of the results of the evaluation process. Proposers not shortlisted may request a debriefing within ten business days of notification of shortlisting. Debriefings shall be provided at LRS's earliest feasible time after Proposer's written request for a debriefing. The debriefing shall be conducted by a procurement official familiar with the rationale for the best value determination.

- Debriefings shall:
 - Be limited to discussion of the unsuccessful Proposer's Proposal and may not include specific discussion of any competing Proposal or Proposer;
 - Be factual and consistent with the evaluation of the unsuccessful Proposer's Proposal; and
 - Provide information on areas in which the unsuccessful Proposer's Proposal had weaknesses or deficiencies.

Debriefings will not include discussion or dissemination of the thoughts, notes, or rankings of individual evaluators.

J. Federal and State Requirements

The RFP and Contract are drafted based on the assumption that the Project will remain eligible for aid in the form of federal and state funds. Accordingly, the RFP and the Contract conform to requirements of applicable federal and state law, including fulfilling the terms and criteria in Utah House Concurrent Resolution 26 and Utah House Bill 272 (“Utah Lake Amendments”), requirements regarding nondiscrimination and equal employment opportunities, and Title 40 CFR Part 33 regarding Disadvantaged Business Enterprise (“DBE”), as well as other applicable federal and state requirements.

LRS may modify the procurement process described in this RFP to address any concerns, conditions, or requirements of governmental agencies. Proposers shall be notified of any such modifications by way of Addendum.

ATTACHMENT A

SCOPE OF WORK

[Note to Proposers: This scope of work (“SOW”) may be modified / negotiated with the preferred Consultant prior to execution of the Contract]

[Note to Proposers: The tasks listed in this SOW are not all-inclusive, but Proposers shall use the list of tasks as a basis for preparing their Proposals. Proposers are encouraged to suggest additional or alternative scope items as they see fit and that are appropriate to best meet the Project goals in a cost-effective manner.]

GENERAL

The Consultant shall provide National Environmental Policy Act (“NEPA”) third-party contractor support services (“Professional Services”) for the Utah Lake Restoration Project (“Project”) to the U.S. Army Corp of Engineers (“USACE”) and any other designated lead agency (collectively “the Lead Agencies”). The Lead Agencies will take full responsibility for the scope and contents of the Environmental Impact Statement (“EIS”), directing the contractor as necessary to make certain that its work is acceptable. The information obtained by the third-party contract must be consistent with the Lead Agencies’ statutory requirements to take a hard, objective look at public interest and environmental factors. As such, the third-party contractor must provide unbiased and acceptable information which can be used as the basis for making a permit decision. The Lead Agencies will regularly participate in the preparation of the document and independently evaluate the information to ensure that it is technically adequate and not biased. The Lead Agencies have the final determination whether the data provided is adequate and accurate.

The Consultant shall have experience in and possess a full spectrum of expertise required to perform the Scope of Services. The Consultant shall be knowledgeable of state and federal laws and regulations related to Clean Water Act (CWA) Section 404 permitting, including the Lead Agencies’ related NEPA review, and the required State of Utah (“State”) environmental approvals and permits for the Project.

The Consultant’s Program Manager will report to the Project Lead designated by the Lead Agencies. The Consultant shall keep its work properly organized at all times. As much as possible, records shall be in electronic format compatible with LRS’s software, hardware, and security protocols. Records of work shall be available to LRS at all times. LRS will have ownership rights of all records and documents. The Consultant shall not share LRS documents or information with anyone outside of LRS and the Lead Agencies, except the Consultant team, without approval from the Lead Agencies and LRS. Any work performed by the Consultant under this RFP and the Contract shall be the property of LRS.

Throughout the Contract Term, the Consultant shall ensure the availability of qualified staff with the discipline-specific expertise and experience to provide the necessary engineering and technical support required for successful and efficient completion of the Scope of Services.

SCOPE OF SERVICES

The Consultant shall provide the services necessary to assist the Lead Agencies in review of the CWA Section 404 permit application and in completing the related NEPA review, as otherwise described in this section.

LRS may request additional work or tasks within the scope of the Professional Services from the Consultant as may best serve the Lead Agencies and LRS's interests for the Project.

[Note to Proposers: Listed below are the anticipated tasks based on LRS's best knowledge of the Project at this time. Further discussions with the Lead Agencies may require modifications to the Scope of Services.]

Task 1 - Preparatory Activities, Coordination, and Project Management

1.1 Sign Statement of Responsibilities and conflict of interest forms

Before beginning work, Consultant shall complete and execute the Lead Agencies' Statement of Responsibilities and Conflict of Interest Declarations/Confidentiality of Information forms and provide originally signed copies to the Lead Agencies and LRS.

1.2 Kick-off Meeting, Project Management, and Schedule Control

Consultant shall begin by attending a kick-off meeting with the Lead Agencies and LRS to review the Scope of Services; define roles and responsibilities of LRS, the Lead Agencies, Consultant, and cooperating Lead Agencies; establish lines of communication, protocols, procedures, and deliverables; refine the expected schedule, as needed; discuss EIS logistics and format guidelines for meeting summaries, weekly and monthly status reports, and other documents; and review the content of the resource reports. If not provided previously, LRS will provide a comprehensive overview of the Project to ensure the personnel are well informed about the Project.

Throughout the duration of the contract, Consultant shall provide project management support, schedule control, and reports and communications for the Project as described below.

Project Management

The complexities of the project require a Project Manager (PM) that is supported by an experienced team to provide efficient and clear goals in establishing project tasks, schedule, and costs to meet the Lead Agencies' and LRS's project management and reporting requirements to keep the multiple tasks on track. The Consultant team shall bring creativity and problem-solving skills to collaboratively address issues and concerns raised by the regulatory Lead Agencies, LRS, and affected stakeholders. Early communication with LRS and the Lead Agencies will be critical to outline and schedule the Project requirements, meetings, and

activities needed to support the CWA Section 404, NEPA, and impact analysis review.

Schedule Control

The Consultant PM shall monitor schedule performance with project management software by establishing the following project baselines:

- Task and subtask timelines;
- Milestone events (e.g., deliverables, meetings, public scoping, EIS review, timing of approvals / permits, etc.); and
- Critical path for achieving milestones and the project endpoint.

After the Project schedule baselines are jointly established with LRS and the Lead Agencies, the Consultant PM shall communicate them to the Consultant team, so everyone understands how their task schedules impact the overall project progress. The Consultant shall closely manage their work and the work of their subconsultants to avoid impacts to the schedule. The Consultant shall obtain firm commitments from subconsultants with overall Project schedule goals. If a review of the Project schedule indicates a potential impact to project milestones or endpoints, the PM will investigate the challenge and make one or more of the following adjustments:

- Reallocate resources to compress the schedule;
- Attempt to reorder the work elements to maintain milestone dates; and/or
- Establish new dates for completing tasks or milestones after consulting with the Lead Agencies and LRS.

Calendars shall be updated on a monthly or milestone basis and any issues causing schedule delays or cost impacts shall be identified immediately with actions to remedy the items. The Consultant PM shall immediately notify the Lead Agencies and LRS of potential significant variances and identify proposed corrective actions. The Consultant shall work to identify potential issues in advance, suggest creative solutions, mitigation options or other means to improve environmental benefit, reduce environmental impacts, and maintain the project schedule.

Reports and Communications

Consultant shall provide monthly progress reports on the work performed in an electronic format compatible with LRS's software, hardware, and security protocols.

Records of work, work stage progress and all formal deliverables produced under the relevant authorized SOW shall be available to the Lead Agencies and LRS, with rights and ownership of documents being understood.

All outside information requests shall be communicated and vetted through the Lead Agencies and LRS prior to release of any information.

Consultant shall submit invoices to LRS to receive payment for Services completed pursuant to the Section 2 of the Professional Services Contract Agreement executed between Consultant and LRS (an example of which is provided at Attachment C to this RFP). Where invoices are issued monthly, the monthly progress report may form part of such submission.

Task 2 - Data Collection and Review

2.1 Collection and Assemblage of Environmental Data

The Consultant shall collect and assemble pertinent background environmental data from the Lead Agencies, LRS, interested and cooperating Lead Agencies, and other sources. This data and information will be important for the preparation of the EIS and related NEPA documents.

The LRS and its advisors have prepared or are preparing information for the following resource areas:

- Air quality and climate
- Aquatic resources and fisheries
- Biological resources
- Cultural resources
- Geology, soils, minerals, and topography
- Land use, ownership, parks and recreation, community planning, and environmentally sustainable development
- Noise
- Paleontological resources
- Sediment management and dredging design
- Socioeconomics and environmental justice
- Special management areas
- Terrestrial biology
- Visual resources and aesthetics
- Water resources
- Wetlands

LRS and/or its advisors will provide the Consultant with a draft Project description, purpose and need, and applicable existing information (as appropriate), including existing literature, resource reports, studies, modeling, and jurisdictional delineations. It is anticipated that LRS and its advisors will perform environmental resource inventories, baseline studies, field surveys (e.g., special status species, cultural resources, etc.), and required modeling (e.g., air, water, noise, engineering, traffic, etc.), if deemed necessary, for preparation of

the EIS. As applicable, survey results/reports will be submitted directly to the USACE, and LRS will incorporate changes requested by the Lead Agencies or Consultant under the direction of the Lead Agencies.

Consultant shall review the data and information provided by LRS to ensure it is sufficient to effectively prepare the EIS.

Consultant shall request additional information needed from LRS to prepare the EIS, from Notice of Intent (“NOI”) through the Record of Decision (“ROD”). Requests for information should be coordinated with the Lead Agencies, and in general, there should be minimal direct contact between LRS and the Consultant (i.e., the third-party contractor works under the direction of the Lead Agencies, and information should usually pass through the Lead Agencies. LRS and its advisors will conduct additional surveys if determined necessary by the Lead Agencies.

2.2 Biological Assessment

If needed, LRS will provide the Lead Agencies with a draft Biological Assessment (“BA”) that evaluates the effects of the applicant’s preferred alternative on federally listed threatened and endangered species known to occur within the Project area and critical habitat, if designated. Consultant will review the draft BA, revise it as necessary, and submit the draft BA to the Lead Agencies for review. As applicable, Consultant shall incorporate changes requested by the Lead Agencies and revise draft Biological Assessment to address comments from the Lead Agencies.

2.3 Essential Fish Habitat Assessment

If applicable, LRS will provide the Lead Agencies with a draft Essential Fish Habitat (“EFH”) assessment. Consultant will review the draft EFH, revise it as necessary, and submit the draft EFH to the USACE for review (or include the equivalent in the Biological Resources chapter of the Draft and Final EIS); incorporate changes requested by the Lead Agencies, and revise draft EFH assessment to address comments from the Lead Agencies.

Task 3 - Notice of Intent and Scoping

3.1 Prepare and submit to the Lead Agencies a draft Notice of Intent

Consultant shall prepare and submit to the Lead Agencies a draft NOI to prepare an EIS in Microsoft Word format. If requested by the Lead Agencies. Consultant shall incorporate changes to the NOI and make any other changes necessary to address comments from the Lead Agencies.

3.2 Assist the USACE in organizing and executing the NEPA scoping meeting(s)

As directed by the Lead Agencies, Consultant shall organize all NEPA scoping meeting logistics, such as reserving a meeting location and arranging for operational presentation equipment; prepare meeting materials, handouts, and posters; retain a court reporter/stenographer (as appropriate); prepare a scoping report following the meeting(s); and submit the scoping report in draft form to the Lead Agencies for review, followed by incorporation of any changes requested by the Lead Agencies.

Task 4 - Administrative Draft Environmental Impact Statement

4.1 Prepare Draft EIS Outline

The Consultant will prepare a draft EIS outline (table of contents) with additional detail as to subsections of the following primary sections and chapters:

- Cover Sheet
- Dear Reader Letter
- Executive Summary
- Chapter 1 - Introduction (Purpose and Need)
- Chapter 2 - Proposed Action and Alternatives
- Chapter 3 - Affected Environment
- Chapter 4 - Environmental Consequences
- Chapter 5 - Cumulative Effects
- Chapter 6 - Consultation and Coordination
- Chapter 7 - References Cited
- Chapter 7 - Glossary, Acronyms and Abbreviations
- Chapter 8 - Index
- Appendices

The Consultant will submit the draft EIS outline (table of contents) and EIS format for the Lead Agencies' approval. A consistent format should be used for the following areas:

- Page format
- Font size and style
- Text headings
- Page numbering with page headers and footers
- Table format
- Figure layout
- Appendices

Based on suggestions and recommendations from the Consultant, the Lead Agencies will make the final decision on the outline (table of contents) and format for the EIS documents.

4.2 Prepare the Administrative Draft EIS

In full consideration of the scoping comments, Consultant shall prepare and submit Administrative Draft EIS ("ADEIS") chapters and appendices directly to the Lead

Agencies (as applicable, include the finalized Biological Assessment, EFH assessment, and appropriate resource surveys as appendices for review by the USACE. Consultant shall incorporate changes requested by the Lead Agencies and revise the ADEIS chapters and appendices to address comments from the Lead Agencies.

- 4.3 Prepare and submit Administrative Draft EIS for cooperating agency(s) and LRS review and District approval

Consultant shall submit the ADEIS to the cooperating Lead Agencies and LRS for review and comment. Consultant shall prepare a full pre-final ADEIS that incorporates any review comments received from the cooperating agency and LRS as directed by the Lead Agencies. The Consultant shall submit the pre-final ADEIS to the Lead Agencies for District/agency approval.

Task 5 - Draft Environmental Impact Statement

- 1.1 Prepare and submit Draft EIS to the Lead Agencies for public comments

Following approval from the Lead Agencies, Consultant shall prepare a public Draft EIS in the format agreed to by the Lead Agencies for printing and posting the Draft EIS for the public viewing / downloading.

- 1.2 Prepare and submit draft Public Notice regarding availability of Draft EIS and request for public comments

If requested by the Lead Agencies, Consultant shall prepare and submit a draft Public Notice regarding the availability of the public Draft EIS and request for public comment on the applicant's preferred alternative (if known) for purposes of the Lead Agencies' permit evaluation of the probable impacts on the public interest. The draft Public Notice should be submitted to the Lead Agencies in Microsoft Word format; if requested, incorporate changes to the Public Notice and make any other changes necessary to address comments from the Lead Agencies.

- 1.3 Distribute or assist the Lead Agencies in the distribution of the public Draft EIS for a minimum 45-day public review period

As directed by the USACE, Consultant shall distribute the public Draft EIS to all individuals, Lead Agencies, and organizations on the Lead Agencies' approved mailing list(s); coordinate with the Lead Agencies regarding the exact number of hard copies and electronic copies (e.g., CDs) to be provided to specific federal Lead Agencies, such as the U.S. Environmental Protection Agency ("EPA") and U.S. Department of the Interior ("DOI"), and others. If requested by the Lead Agencies, Consultant shall establish and post the Draft EIS to an FTP site and provide a link for the Lead Agencies to post on its website for public viewing/downloading of the document.

- 1.4 Organize and execute the Draft EIS public hearing/meeting(s) (if applicable)

As directed by the Lead Agencies, Consultant shall organize all Draft EIS public hearing/meeting logistics, such as reserving a hearing/meeting location and arranging for operational presentation equipment; prepare meeting materials, handouts, and posters; retain a court reporter/stenographer (as appropriate); prepare an electronic transcript of the public hearing (if applicable); and provide a draft of the transcript to the Lead Agencies for review, followed by incorporation of any changes requested by the Lead Agencies.

- 1.5 Compile all public comments received on the Draft EIS and prepare draft responses for Lead Agencies review

Consultant shall compile all comments received on the Draft EIS and work in consultation with the applicant, as appropriate, to prepare draft responses to the comments, including the public hearing/meeting transcript (if applicable), and submit these documents directly to the Lead Agencies. (Note: LRS will provide draft responses to some or many of the comments). Consultant shall incorporate changes requested by the Lead Agencies and revise draft responses to address comments from the Lead Agencies

Task 6 - Administrative Final Environmental Impact Statement

- 6.1 Prepare Administrative Final EIS

In full consideration of the comments received on the Draft EIS, Consultant shall prepare and submit Administrative Final EIS (“AFEIS”) chapters and appendices directly to the Lead Agencies, including, as applicable, the integrated NEPA/section 404(b)(1) alternatives analysis and the draft general conformity analysis (if applicable) (40 CFR Part 93, Subpart B) for the preliminarily determined “least environmentally damaging practicable alternative” (“LEDPA”) for achieving the Project’s purpose for review by the Lead Agencies. Consultant shall incorporate changes requested by the Lead Agencies and revise the AFEIS chapters and appendices to address comments from the Lead Agencies. Consultant shall prepare and submit Administrative Final EIS for cooperating agency(s) and LRS review and District approval

Consultant shall submit the AFEIS to the cooperating Lead Agencies and LRS for review and comment. Consultant shall prepare a full pre-final AFEIS that incorporates any review comments received from the cooperating agency and LRS as directed by the Lead Agencies. The Consultant shall submit the pre-final AFEIS to the Lead Agencies for District/agency approval.

Task 7 - Final EIS

- 7.1 Prepare Final EIS

Following approval by the Lead Agencies, Consultant shall prepare the Final EIS in the format agreed to by the Lead Agencies for printing and posting for the public viewing / downloading.

7.2 Prepare and submit draft Public Notice regarding the Availability of Final EIS

If requested by the Lead Agencies, Consultant shall prepare a draft Public Notice regarding the availability of the Final EIS and submit the document in Microsoft Word format to the Lead Agencies. If requested, Consultant shall incorporate changes to the draft Public Notice and make any other changes necessary to address comments from the Lead Agencies

7.3 Disseminate the public Final EIS

As directed by the Lead Agencies, Consultant shall distribute Final EIS to all individuals, Lead Agencies, and organizations on the Lead Agencies mailing list(s); coordinate with the Lead Agencies regarding the number of hard copies and electronic copies (e.g., CDs) to provide to specific federal Lead Agencies, such as the EPA regional offices and the DOI, and others.

7.4 Compile and organize comments received on Final EIS and prepare draft responses to comments

Consultant shall compile all comments received on the Final EIS, prepare draft responses to all comments received, draft a general conformity analysis, and submit them directly to the Lead Agencies for review. Consultant shall revise the draft responses to address comments from the Lead Agencies.

Task 8 - Record of Decision

If requested by the Lead Agencies, Consultant shall assist the USACE in preparing its Record of Decision (“ROD”). The Consultant shall prepare a draft ROD and submit it to the Lead Agencies for review. Consultant shall incorporate changes to the draft ROD requested by the Lead Agencies.

Task 9: Develop and Maintain Administrative Record/Decision File

Consultant shall develop and maintain a project Administrative Record / Decision File. The Administrative Record / Decision File must include all information and analyses, reports, GIS shapefiles, maps / figures, communication and correspondence, meeting notes, phone records, references, and all items related to the preparation of the EIS and supporting the Lead Agencies’ decision(s). Consultant must organize the information composing the Administrative Record / Decision File by topic and include an index. Upon issuance of a ROD by the Lead Agencies, Consultant must provide the Lead Agencies and LRS with a copy of the project Administrative Record / Decision File. It is assumed that the Administrative Record / Decision File can be maintained electronically, and paper copies will not be required.

ATTACHMENT B
REQUIRED FORMS

- **Proposer Information (Attachment B-1)**
- **Proposer Certification (Attachment B-2)**
- **Conflict of Interest Disclosure Statement (Attachment B-3)**
- **Key Personnel (Attachment B-4)**

ATTACHMENT B-1
PROPOSER INFORMATION

Name of Firm: _____ Individual Contact: _____

Year Established: _____ Individual's Title: _____

Federal Tax ID No.: _____ Individual's Telephone No.: _____

Standard Industry Classification Code: _____ Fax No.: _____

Name of Official Representative: _____ Email: _____

Business Organization (check one):

- Corporation (If yes, then indicate the State and Year of Incorporation):

- Partnership (If yes, complete Sections A-E and the Certification form for each member)
- Other (describe): _____

A. Business Name: _____

B. Business Address:

Headquarters: _____
(Street Address) (Suite)

(City) (State) (Country) (Zip)

Office Performing Work: _____

(Street Address) (Suite)

(City) (State) (Country) (Zip)

(Contact Telephone No.)

- C. Services to be performed (Check applicable boxes):
- Solely by Proposing Firm
 - Consortium
 - Subcontractor
 - Other (describe below)

- D. If the entity is a Consortium, indicate the name and role of each member firm in the space below. Complete a separate Proposer Information form for each member and attach it to the RFP.

Name of Member	Role
_____	_____
_____	_____
_____	_____
_____	_____

- E. Is the firm under investigation by any agency of the federal government (e.g. the Justice Department, SEC, Department of Defense, Federal Trade Commission) or by any agency of a state or foreign government? If yes, please explain.

- F. Have any banks refused to lend to the firm in the last two years? If yes, please explain.

- G. Firms must disclose in the space below and immediately throughout the course of the evaluation process if they have hired or retained an advocate to lobby the State of Utah on their behalf.

ATTACHMENT B-2
PROPOSER CERTIFICATION

1. Has the firm or any affiliate* ever failed to provide any services for which it was contracted to provide, or had a contract terminated because it was in default?

Yes No

If yes, please describe:

2. Has the firm or any affiliate, or any officer of the firm or any affiliate, been indicted or convicted of bid or other contract related crimes or violations or any other felony or serious misdemeanor within the past five years?

Yes No

If yes, please describe:

3. Has the firm or any affiliate ever sought protection under any provision of any bankruptcy act?

Yes No

If yes, please describe:

4. Has the firm or any affiliate ever been debarred or suspended from performing work for the federal government, any state or local government, or any foreign governmental entity?

Yes No

If yes, please describe:

5. Has the firm or any affiliate ever been assessed liquidated damages or stipulated damages?

Yes No

If yes, please describe:

The undersigned certifies that the foregoing is true, correct and complete.

(Must be signed by the Firm's Official Representative)

Name of Firm: _____

By: _____

Printed Name: _____

Title: _____

*For purposes of this form, the term "affiliate" means any parent company, subsidiary companies, consortium members, other financially liable parties, and any subcontractors providing 50% or more of the services.

ATTACHMENT B-3

CONFLICT OF INTEREST DISCLOSURE STATEMENT

Utah Lake Restoration Project - Professional Services Consultant Request for Proposals

[Note to Proposers: To be completed by Proposer on its behalf and on behalf of all entities on the Proposer team]

CONFLICT OF INTEREST DISCLOSURE STATEMENT

Proposer's attention is directed to 23 CFR Part 636, Subpart A and in particular to Subsection 636.116 regarding organizational conflicts of interest. Section 636.103 defines "organizational conflict of interest" as follows:

Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the owner, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

Proposers are advised that in accordance with the Request for Proposals (RFP), certain firms will not be allowed to participate on any Proposer's team for because of their work with LRS in connection with the procurement and document preparation for the Professional Services.

Disclosure Pursuant to Section 636.116(2)(v)

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present, or planned interest(s) of the Proposer's team (including the Proposer, major subcontractors, proposed consultants and proposed subcontractors, and their respective chief executives, directors, and key project personnel) which may result, or could be viewed as, an organizational conflict of interest in connection with this RFP. If no disclosure is necessary, indicate "None".

By way of example only, and in no way limiting the Proposer's disclosure obligations, Proposer should disclose (a) any current contractual relationships with LRS, (b) any past, present, or planned contractual or employment relationships with any LRS member, officer, or employee; and (c) any other circumstances that might be considered to create a financial interest in the contract by any LRS member, officer, or employee if Proposer is awarded the contract. Proposer should also disclose matters such as ownership of 10% or more of the stock of, or having directors in common with, any of the RFP preparers, including those firms listed in the RFP. Proposer should also disclose contractual relationships with an RFP preparer, as well as relationships wherein the RFP preparer is a contractor or consultant (or subcontractor or subconsultant) to Proposer or a member of Proposer's team.

Explanation

In the space provided below, and on supplemental sheets as necessary, identify steps that have been or will be taken to avoid, neutralize, or mitigate any organizational conflicts of interest described herein.

Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Conflict of Interest Disclosure Statement, other than as disclosed above.

Proposer's Name: _____

Signature: _____

Title: _____

Name: _____

Company Name: _____

Dated as of: _____, 20__

ATTACHMENT B-4

KEY PERSONNEL

[Note to Proposers: List to be completed by Proposer]

ATTACHMENT C
FORM OF PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Utah Lake Restoration Project

National Environmental Policy Act Third-party Contractor Support PROFESSIONAL SERVICES CONSULTANT AGREEMENT

This Agreement is made and entered into as of ____, 20____, by and between Lake Restoration Solutions, LLC (“LRS”), a Delaware corporation, and ____, a [INSERT ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY***] (“Consultant”).

(a) RECITALS

A. LRS entered into an agreement with the State of Utah for the purpose of completing the Utah Lake Restoration Project (“the Project”), which will involve dredging, island creation and development, water quality improvements, and restoration of native plants and animals of Utah Lake.

B. LRS is in need of professional services to provide National Environmental Policy Act (“NEPA”) third-party contractor support (“Professional Services”) to the U.S. Army Corp of Engineers (“USACE”) for the Project (described in the “Scope of Work (SOW)” in Attachment A) (“Services”) and issued a Request for Proposals for a Consultant to conduct the Professional Services on March 16, 2022 (“RFP”).

C. Consultant is duly licensed and has the necessary qualifications to provide the Services.

D. The parties desire by this Agreement to establish the terms for LRS to retain Consultant to provide the Services.

(b) AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide LRS with the Services in accordance with this Agreement.

2. Compensation.

a. Subject to paragraph 2(b) below, LRS shall pay for the Services in accordance with this section and Exhibit B (Schedule of Charges and Payments). The Parties agree that:

(i) Consultant shall include with each invoice a detailed progress report that includes the information set out in paragraph 2(c)(iii);

(ii) Consultant will inform LRS regarding any out-of-scope work required or anticipated to be required by Consultant before performing any such work or incurring any related costs, for consideration and authorization by LRS, not unreasonably withheld. LRS will

not be obliged to pay for out-of-scope work that has not been authorized in writing in accordance with Section 3 of the Agreement, barring circumstances that both parties agree are exceptional, or where time-sensitive work is explicitly requested by Lead Agencies.

- (iii) This is a time-and-materials contract;
- (iv) Payments conforming to the requirements in this Agreement shall be made by LRS; and
- (v) Expenses shall be incurred as charged in accordance with LRS Expense Policy at Exhibit C of the Agreement.

b. In no event shall the total amount paid for Services exceed the sum detailed in Table 1 of Exhibit B (Schedule of Charges and Payments) ***[Note to Proposers: to be negotiated based on the indicative fee estimate provided in the RFP]***, unless otherwise amended in accordance with Section 3 of this Agreement or allowed for under Section 2(d) below. This amount is to cover all printing and related costs, and LRS will not pay any additional fees for printing expenses.

- c. The Parties agree that:
 - (i) Periodic payments to Consultant for work performed will be made on a monthly billing basis (or more frequently at the discretion of the Consultant) and
 - (ii) LRS shall make payment within thirty (30) days of the date of receipt of an invoice which includes a detailed description of the work performed.
 - (iii) Consultant shall include with each invoice the following information for each SOW (by way of supporting cover letter and/or additional appendices to invoice):
 - a) A summary of the work performed by Consultant per task/subtask during the relevant reporting period (the level of granularity shall be as reasonably agreed by reference to the SOW task breakdown);
 - b) A table setting out the budget, amount incurred in the current reporting period, amount previously invoiced, total cumulative amount invoiced to date and remaining budget, for each task/subtask (as applicable), and SOW totals for the same;
 - c) Number of hours incurred by each staff member for a particular task/subtask, their respective rate and the resulting cost total;
 - d) Total cost per task/subtask (as agreed), split between labor and other expenses as applicable;
 - e) Copies of expense receipts as applicable in accordance with the LRS Expense Policy at Exhibit C; and
 - f) Population and submission of LRS Expense Form (in addition to any other expense report or summary prepared by Consultant).
 - (vi) Invoices should be emailed to Klair White

(klairwhite@lakerestorationsolutions.com), copying in the relevant LRS SOW primary contact (and secondary as relevant), no later than the end of the month following the period to which invoiced Services relate, unless a later date is mutually agreed. Consultant will, however, endeavor to submit monthly invoices by the 15th of the month following the period to which invoiced Services relate.

- (vii) If LRS objects to all or any portion of any invoice, notice shall be given to Consultant of the objection within ten (10) business days from the date of the invoice, stating reasons for the objection, and the portion of the invoice not in dispute shall be paid in within the thirty (30) day period.

d. Additional allowance - The Lead Agencies may request Consultant to incur time or expense for ad hoc Services relating to [insert reference to core services/contract purpose] that were not foreseen and documented in an existing SOW if such ad hoc Services are mutually agreed to be time-sensitive or do not have enough anticipated costs to warrant the issuance of a standalone SOW or allocation of a dedicated budget. LRS initially authorizes an allowance of \$[], use of which is subject to LRS's prior written instruction (email sufficient) before any time or expense may be incurred by Consultant. Prior written instruction authorizing the use of allowance must come from Ryan Benson (CEO), Jon Benson (COO), or Klair White (CFO). Consultant's time will be charged at the rates set out in Exhibit B of the Agreement and expenses will be incurred and charged in accordance with the LRS Expense Policy at Exhibit C. LRS may, in its sole discretion, periodically replenish the allowance amount. The parties agree that any allowance amount remaining at the end of the Contract Term, shall be for the benefit of LRS.

3. Additional Work.

If or when additional support requirements arise that are necessary to [insert reference to core services/contract purpose], but such services are mutually determined by the parties to be sufficiently different in nature from existing authorized Services, a new SOW may be established. Consultant will document in detail the Services to be provided, the estimated schedule and the associated budget or fee. A SOW authorization in the form set out in Exhibit D shall be created to summarize and authorize the additional Services to be provided under the Agreement. Upon execution, the authorized Services will be deemed to form part of the Agreement. LRS will not be required pay to for any such additional Services until the SOW authorization has been executed by both parties.

If Consultant or LRS believes that a change to an existing SOW is justified, such change to scope, schedule, and/or budget shall be documented by Consultant and shared with LRS, and a Change Notice (CN) authorization in the form set out in Exhibit D shall be created to summarize and authorize the changes to the relevant SOW. LRS will not be required to pay for the changes in the SOW until such CN has been executed by both parties.

Any amendments in accordance with this Section 3 shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Consultant shall maintain books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make available at all reasonable times during the Contract Term and for four years from the date of final payment under the Agreement for inspection by LRS.

5. Time of Performance.

Consultant shall perform its Services in a prompt and timely manner upon receipt of a written notice to proceed from LRS. LRS anticipates it will implement the Agreement to furnish Professional Services for a term of three years, with the option to extend the term as is necessary and mutually agreed upon by both parties (“Contract Term”).

6. Delays in Performance.

a. Neither LRS nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to the following: abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Utah/OSHA requirements, the Toxic Substances Control Act of 1976 and the right of entry permit dated September 25, 2020 (“Permit”) issued by the State of Utah Department of Natural Resources (“DNR”) and attached as Exhibit [A] to this Agreement.

b. If required, Consultant shall assist LRS, as requested, to obtain and maintain all permits required of Consultant by federal, state, and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant’s shall perform the Services in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of LRS, which may be withheld for any reason. Any attempt to assign or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained in this Agreement shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of Services.

10. Independent Consultant

Consultant is retained as an independent contractor and is not an employee of LRS. No employee or agent of Consultant shall become an employee of LRS. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from LRS as provided in this Agreement.

11. Insurance

a. Commercial General Liability

(i) Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified in this Agreement, Commercial General Liability Insurance, in a form and with insurance companies acceptable to LRS and which complies with all requirements of the Permit.

(ii) Coverage for Commercial General Liability Insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage;
- (2) Personal Injury/Advertising Injury;
- (3) Premises/Operations Liability;
- (4) Products/Completed Operations Liability;
- (5) Aggregate Limits that Apply per Project;
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted;
- (7) Contractual Liability with respect to this Agreement;

(8) Broad Form Property Damage; and

(9) Independent Consultants Coverage.

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

(v) The policy shall give LRS and its officers, employees, agents, and designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage in excess of a self-insured retention, subject to written approval by LRS, and provided that such deductibles shall not apply to LRS as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to LRS.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 covering automobile liability (Coverage Symbol 1, any auto).

(iii) Subject to written approval by LRS, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to LRS as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of **[Note to Proposers: applicable Utah laws and regulations shall be included in negotiated version.]** which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the **[Note to Proposers: applicable Utah laws and regulations shall be included in negotiated version.]**, and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated in this Agreement. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement, Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to LRS and in an amount indicated in this Agreement. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$2,000,000 per occurrence/ \$4,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

f. Evidence Required

Prior to execution of the Agreement, Consultant shall file with LRS evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required in this Agreement. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide LRS at least thirty days prior written notice of cancellation of any policy required by this Agreement, except that Consultant shall provide at least ten days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to LRS at least ten days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by LRS, DNR or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages shall contain or be endorsed to waive subrogation against LRS, DNR and their respective officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against LRS, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by LRS, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact business of insurance in the State of Utah, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the [Utah Title 31A (Insurance Code)] or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by LRS, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, LRS has the right but not the duty to obtain the insurance it deems necessary and any premium paid by LRS will be promptly reimbursed by Consultant or LRS will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, LRS may cancel this Agreement.

(iii) LRS may require Consultant to provide complete copies of all insurance policies in effect for the Contract Term.

(iv) Neither LRS, employees, agents, nor volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to LRS that they have secured all insurance required under this Section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name LRS as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, LRS may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of LRS's choosing), indemnify and hold LRS, DNR and their respective officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, LRS or its officers, employees, agents, or volunteers.

13. Utah Labor Code Requirements.

a. Consultant is aware of the requirements of state and Federal law which require the payment of prevailing wage rates and the performance of other requirements. Consultant agrees to fully comply with any State or federal laws pertaining to prevailing wages, if applicable. Consultant shall defend, indemnify and hold the LRS, its officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with such laws. It shall be mandatory upon Consultant and all subconsultants to comply with all Utah Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of consultants and subcontractors or subconsultants.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. Debarment and Suspension Certification.

Pursuant to Executive Order 12459, Consultant certifies that it is not ineligible or will not knowingly contract with anyone who is ineligible under 40 C.F.R. Part 32 to participate in the Professional Services. Consultant shall complete and submit to LRS the certification form attached as Exhibit E (Debarment and Suspension Certification).

16. Lobbying Certification.

Consultant agrees to not expend any contract funds to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress. Consultant shall complete and submit to LRS the certification form attached as Exhibit F (Use of Contract Funds for Lobbying Certification) and agrees to comply with such restrictions for the Contract Term, as required by 31 U.S.C. 1352. Consultant shall require all subconsultants and sub-subconsultants to complete and submit to LRS the certification form in Exhibit F and to comply with the same.

17. Drug-Free Workplace Certification.

Consultant shall not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity with connection to the Project. Pursuant to 40 C.F.R. Part 32, Subpart F, Consultant shall complete and submit the certification form in Exhibit G (Certification Regarding Drug-Free Workplace Requirements) and shall comply with such requirements.

18. Laws, Venue, and Attorneys' Fees

This Agreement shall be interpreted in accordance with the laws of the State of Utah. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Salt Lake, State of Utah.

19. Termination or Abandonment

a. LRS may terminate or abandon any portion or all of the work under this Agreement by giving ten calendar days written notice to Consultant. In such event, LRS shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. LRS shall pay Consultant the reasonable value of Services rendered for any portion of the work completed prior to termination. If said termination occurs

prior to completion of any task for the Professional Services for which a payment request has not been received, the charge for Services performed during such task shall be the reasonable value of such Services, based on an amount mutually agreed to by LRS and Consultant of the portion of such task completed but not paid prior to said termination. LRS shall not be liable for any costs other than the charges or portions thereof which are specified in this Agreement. Consultant shall not be entitled to payment for unperformed Services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further Services upon thirty calendar days' written notice to LRS only in the event of substantial failure by LRS to perform in accordance with the terms of this Agreement through no fault of Consultant.

20. Documents.

Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, drawings and specifications and other documents, produced or developed for the Professional Services shall, upon payment in full for the Scope of Services, be furnished to and become the property of LRS.

21. Organization

Consultant shall assign _____ as Program Manager **[Note to Proposers: to be inserted based on Proposals]**. The Program Manager shall not be removed from the Professional Services or reassigned without the prior written consent of LRS.

22. Limitation of Agreement.

This Agreement is limited to and includes only the Services included in the Project as described in this Agreement.

23. Notice.

Any notice or instrument required to be given or delivered by this Agreement shall be emailed and addressed to:

LRS:

Scott Peters
scottpeters@lakerestorationsolutions.com

CONSULTANT:

[Note to Proposers: to be provided by preferred Proposer]

and shall be effective upon receipt thereof.

24. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than LRS and Consultant.

25. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the state or federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall comply with the following federal non-discrimination requirements:

- a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d et seq.), which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP).
- b) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against persons with disabilities.
- c) The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), which prohibits age discrimination.
- d) 40 C.F.R. Part 7, as it relates to the foregoing.
- e) Executive Order No. 11246.

Equal Employment Opportunity Obligations Under Executive Order No. 11246:

Consultant shall comply with Executive Order No. 11246, entitled 'Equal Employment Opportunity, as amended by Executive Order No. 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

Consultant's compliance with Executive Order No. 11246 shall be based on implementation of the Equal Opportunity Clause, and specific affirmative active obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4.

During the performance of this Agreement, Consultant agrees as follows:

- 1) Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training,

including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- 2) Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Consultant's legal duty to furnish information.
- 4) Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of Consultant's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting entity and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of Consultant's non-compliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and

remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- 8) Consultant will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each consultant or vendor. Consultant will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event Consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

26. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of LRS and Consultant as to the Services and other matters contained in this Agreement, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered under this Agreement. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated in this Agreement, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both parties to this Agreement. This is an integrated Agreement.

27. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

28. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of LRS. Any attempted assignment without such consent shall be invalid and void.

29. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

30. Time of Essence

Time is of the essence for each and every provision of this Agreement.

31. LRS's Right to Employ Other Consultants

LRS reserves right to employ other consultants, including engineers, in connection with this Project.

32. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, LRS shall have the right to rescind this Agreement without liability. For the Contract Term, no officer or employee of LRS, during the term of his or her service with LRS, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

33. Funding Sources

- a. Consultant acknowledges that (1) the Project may be paid for with funds received through the U.S. Environmental Protection Agency ("EPA") Water Infrastructure and Innovation Act ("WIFIA"), state, or federal funding or grant programs (together "Funding Programs"), and (2) the application to receive those funds has been approved or may be approved after the effective date of this Agreement
- b. Consultant shall provide or cause to be provided such information, documentation, and administrative assistance as LRS may request, and shall take such actions and execute such documents as are required to be in Consultant's name (including any amendments required to this Agreement), to enable LRS to meet all requirements of the Funding Programs.

34. Conflict of Interest Policy

Consultant shall comply with the LRS's Conflict of Interest Policy, which is attached as Attachment D to the RFP and incorporated herein by reference in its entirety.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

LAKE RESTORATION SOLUTIONS, LLC

[INSERT CONSULTANT NAME]:

By: _____

By: _____

Name: _____
Title: _____

Name: _____
Title: _____

EXHIBIT A
SCOPE OF WORK

[Note to Proposers: To be populated based on final agreed scope of services.]

EXHIBIT B
Schedule of Charges and Payment

[Note to Proposers: To be populated based on rates provided in the Proposal and agreed NTE budget(s) following negotiation of fees in context of final agreed scope of services.]

EXHIBIT C
LRS EXPENSE POLICY

[Note to Proposers: the up-to-date LRS Expense Policy will be appended to this Agreement for Consultant's review and approval prior to contract execution.]

EXHIBIT D
FORM OF SCOPE OF WORK & CHANGE NOTICE AUTHORIZATIONS

[Note to Proposers: the up-to-date SOW and CN authorization forms will be appended to this Agreement for Consultant's review and approval prior to contract execution.]

EXHIBIT E

Debarment and Suspension Certification

The undersigned Consultant certifies on behalf of itself and all subconsultants the following:

The undersigned certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a 3-year period preceding the proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
- d. Have not within a 3-year period preceding the proposal had one or more public transactions (federal, state or local) terminated for cause or default.

Suspension and debarment information can be accessed at <http://www.sam.gov>. Consultant represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its contracts and subcontracts entered into pursuant to the Agreement. Consultant acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the termination, delay or negation of the Agreement, or pursuance of legal remedies including suspension and debarment. Where Consultant is unable to certify to any of the statements in this certification, it shall attach a certification to this Agreement stating that it is unable to provide the certification and explaining the reasons for such inability.

Date: [____], 2022

Consultant: _____

Signature: _____

Title: _____

EXHIBIT F

Use of Contract Funds for Lobbying Certification

The undersigned Consultant certifies on behalf of itself the following:

1. The undersigned certifies, to the best of its knowledge and belief, that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and shall submit it with the executed Agreement or Subcontract.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The undersigned shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.
4. The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. § 3801, et seq., apply to this certification and disclosure, if any.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or

Professional Services Agreement
Between Lake Restoration Solutions, LLC
and [INSERT CONSULTANT NAME]

failure.]

Date: [____], 2022

Firm/Entity: _____

Signature: _____

Title: _____

Consultant: _____

[Copy this form and modify as needed for execution by all subconsultants.]

EXHIBIT G

Certification Regarding Drug-Free Workplace Requirements

Consultant certifies on behalf of itself the following:

The undersigned certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

Professional Services Agreement
Between Lake Restoration Solutions, LLC
and [INSERT CONSULTANT NAME]

- (f) Taking one of the following actions, within thirty calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Place(s) of Performance:

(Street Address) (City) (County) (State) (Zip Code)

(Street Address) (City) (County) (State) (Zip Code)

Date: [____], 2022

Signature: _____

Title: _____

Consultant: _____

ATTACHMENT D
LRS'S CONFLICT OF INTEREST POLICY

Section 1 - Purpose and General Guidelines

- 1.1 The purpose of this document is to clarify the Lake Restoration Solutions, LLC (“LRS”) position on potential conflicts of interest that may arise when consultants or contractors (collectively, “Proposer”) perform work for LRS relating to the Utah Lake Restoration Project (“Project”). Using this Conflict of Interest Policy (the “Policy”) LRS will consider actual or potential conflicts of interest when procuring and evaluating Proposers seeking to perform work for LRS on the Project.
- 1.2 Organizational conflicts of interest can occur when, because of existing or planned activities or because of relationships with other entities, the following circumstances occur: (i) a Proposer is unable or potentially unable to render impartial assistance or advise LRS; (ii) a Proposer’s objectivity in performing the contract work is or might be otherwise impaired; (iii) a Proposer has an unfair competitive advantage; (iv) Proposer’s performance of the work relating to the Project on behalf of LRS does or may provide an unfair competitive advantage to a third party; or (v) regardless of whether accurate, there is a perception or appearance of impropriety or unfair competitive advantage benefiting Proposer or a third party as a result of Proposer’s participation on the Project.
- 1.3 The policies and guidelines concerning the organizational conflicts of interest described in this Policy will be specified or referenced in any RFP (as applicable) documents as well as any contract for engineering/design services, inspection or technical support in the administration of alternative delivery projects.
- 1.4 Determination on whether an actual, potential or perceived organizational conflict of interest exists and resolution of conflict of interest issues are ultimately at the sole discretion of LRS. If Proposer failed to disclose an actual, potential or perceived organizational conflict of interest (each a “Conflict”), which it knew or should have known about, or if a Proposer provided information in response to an inquiry from LRS that is false or misleading, LRS reserves the right to take any or all of the following actions: (i) preclude and/or disqualify Proposer from participation in the Project, including any competitive process associated therewith; (ii) require Proposer to implement measures to mitigate the Conflict; (iii) segregate or terminate Proposer, including any Proposer with whom Proposer is or had affiliated, from the Project; and (iv) amend the resulting contract(s) or terminate the resulting contract(s) for material breach. If Proposer is terminated, LRS shall have no obligations, responsibilities and liabilities to reimburse all or part of the costs incurred or alleged to have been incurred by Proposer. The remedies listed above are nonexclusive and LRS retains the right to pursue all remedies available in law or in equity.
- 1.5 After award, conflict of interest guidelines, this Policy and requirements of applicable state and federal conflict of interest laws and regulations shall continue to be

monitored and enforced (collectively “Laws”). Federal conflict of interest rules and regulations shall only apply where the Project receives federal funding. If any Conflict is discovered after award, Proposer will make an immediate and full written disclosure to LRS that includes a description of the action that Proposer has taken or proposes to take to avoid or mitigate such conflicts, if allowed by this Policy and the requirements of applicable Laws. Proposer will disclose such Conflict with supporting facts and information, as defined in Section 2.1, to **Scott Peters, Director - Environmental Planning and Permitting** of LRS at the following email address:

scottpeters@lakerestorationsolutions.com

LRS may require such information to be filed electronically if the offices (located at the address above) are closed.

Section 2 - Application and Approach

2.1 Application

If LRS determines that the performance of the services by a Proposer creates a Conflict, the provisions in this Policy and any decisions made by LRS related to such Conflict (including prohibitions, measures in mitigation, etc.) shall continue and apply for the duration of the Professional Services, provided that LRS may, on a case-by-case basis and in his or her sole discretion, modify the length of this time period in writing if he/she determines that the modification is in the best interests of LRS and the Project.

If a Conflict applies to an individual, the Conflict and prohibition with respect to the individual will not apply to the individual’s new place of employment, unless the new employer is affiliated with the employee’s previous employer or unless measures in mitigation will not, in LRS’s sole discretion, eliminate the conflict of interest issue. If the new employer is not an affiliate of the previous employer and is otherwise eligible to perform services for LRS pursuant to this Policy and applicable Laws, the new employer will remain eligible despite the employment of the individual, but measures in mitigation may be required of the new employer with respect to the employee.

2.2 Approach

The following approach to Conflicts will apply to LRS procurements relating to alternative delivery projects:

- (A) A potential Proposer will not be allowed to participate as a Proposer entity or to join a Proposer team if, without limitation, any of the following is true:
- 1) Proposer is LRS’s general engineering or design consultant on the Project. Subconsultants and subcontractors to Proposer that have not performed work on the contract to provide services for the Project may participate as a Proposer entity or join Proposer’s team.
 - 2) Proposer has assisted LRS in managing or is assisting in the management of the Project, including the preparation of the RFP language or evaluation criteria.

- 3) Proposer has conducted preliminary design services for the Project such as facility layouts, treatment selection, process design selection, preliminary process design, etc.
- 4) Proposer has performed design work related to the Project for other Project stakeholders.
- 5) Proposer has performed work on a previous contract that specifically excludes them from participating as a Proposer entity or joining the Proposer team on the Project.
- 6) Proposer is under contract with any other entity or stakeholder to perform oversight on the Project.
- 7) Proposer has obtained any advice with respect to the Project from, or discussed any aspect relating to the Project or procurement of the Project with any person or entity with a Conflict, including, but not limited to, the consultants and contractors of any entity that has provided technical support on the Project.
- 8) Proposer was engaged to perform financial services with respect to the Project or has a financial interest in any of the foregoing entities with respect to the Project.

(B) Proposers who may have Conflicts in relation to the Project and wish to participate as a Proposer or join a Proposer team must:

- 1) Conform to applicable Laws including, without limitation, any applicable state conflict of interest rules, the federal Copeland “Anti-Kickback” Act and federal conflict of interest rules set forth in the federal funding agency’s administrative grant and cooperative agreement laws and regulations. Federal conflict of interest laws and regulations shall only apply where the Project receives federal funding. Nothing in this Policy is intended to limit, modify, supersede or otherwise alter the effect of those laws and regulations, and LRS will apply this Policy consistent with those laws and regulations.
- 2) Disclose all relevant facts relating to past, present or planned interest(s) of Proposer’s team (including Proposer, any Proposer’s proposed subconsultants and/or their respective chief executives, directors and key personnel) which may result, or could be viewed as a Conflict in connection with any procurement, including present or planned contractual or employment relationships with any current employee or officer of LRS.
- 3) Disclose in the response documents to any RFP, all of the work performed in relation to the Project being procured under the RFP.
- 4) Provide all records of the work performed in relation to the Project to LRS so that all information can be evaluated and made available to all potential Proposer teams, if necessary.
- 5) Ensure that Proposer’s contract with any entity to perform the services related to the Project has expired or has been terminated.

Upon review of the information provided above, LRS will determine, in its sole discretion, if Proposer has a Conflict and what actions may be appropriate to avoid, neutralize, or mitigate any Conflict. For other potential Conflicts not mentioned above (e.g. employee changing companies, merger/acquisitions of firms, property ownership, business arrangements,

financial interest), Proposers shall disclose and address any Conflicts when participating as a Proposer entity or joining a Proposer team. LRS will then determine if a Conflict exists.

(C) For other potential Conflicts not mentioned above (e.g. employee changing companies, merger/acquisitions of firms, property ownership, business arrangements, financial interest), Proposers shall disclose and address any Conflicts when participating as a Proposer entity or joining a Proposer team. LRS will then determine if a Conflict exists.

(D) The awarded Proposer or firms affiliated with the awarded Proposer are prohibited from competing on any agreement to provide construction inspection services for the Project. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise. No subconsultants who provided design services in connection with the Project shall be eligible to compete for any agreement to provide construction inspection services for the Project.

Notes - The forgoing is provided by way of example, and shall not constitute a limitation on the obligations of Proposer in relation to organizational Conflicts. The provisions in this Policy do not address every situation that may arise in the context of the LRS's planning, procurement, design, construction or development of the Project nor require a particular decision or determination by LRS when faced with facts similar to those described in this Policy. In addition, additional policies, procedures and limits related to Conflicts or similar issues may be imposed by LRS at any time with respect to the Project or any other LRS projects related to the Project.