



Headwaters Corporation
4111 4th Avenue, Suite 6
Kearney, NE 68845
TIN# 26-0298666
DUNS # 00-350-3758

Nebraska Community Foundation
PO Box 83107
Lincoln, NE 68501-3107
FEIN 47-0769903

PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM

Contract between Nebraska Community Foundation, Platte River Recovery Implementation Program, and Headwaters Corporation

Executive Director's Office (EDO)

1. Parties. This Contract is made and entered into by and between Nebraska Community Foundation ("Foundation") of Lincoln, Nebraska, representing all signatories to the Platte River Recovery Implementation Program ("Program") and Headwaters Corporation ("Consultant"). The following persons are authorized to represent the parties through this Contract: Diane Wilson of the Foundation, and Bridget Barron of the Consultant.

2. Purpose of Contract. The purpose of this Contract is to allow the Foundation, acting as the fiscal agent for the Governance Committee (GC) of the Program, to retain the services of the Consultant to render certain technical or professional services hereinafter described in connection with an undertaking to be financed by the Program. The Foundation shall be responsible only for the financial aspects of the Consultant's relationship with the GC; the GC shall retain all supervisory and related responsibilities.

3. Term of Contract and Required Approvals. This Contract is effective when all parties have executed it. The term of this Contract is from January 1, 2019 through December 31, 2023. The services to be performed under this Contract will commence upon signing of this Contract. All services shall be completed during this term. An extension of the contract term must be in writing, signed by both Parties in order to be valid.

4. Payment.

A. Reimbursement of Expenses. The Program agrees to pay the Consultant an amount based on the approved hourly rate and reimbursable expenses price schedules depicted in Exhibit B, attached to and incorporated by reference as part of this Contract, for the services described in Exhibit A, attached to and incorporated by reference as part of this Contract for a twelve-month term beginning January 1, 2019. Total payment under this Contract shall not exceed two million, four hundred thousand dollars (\$2,400,000) for 2019 without consent of the GC. Budget and rates will be renegotiated for each twelve-month period and the new rates and budget will take effect the subsequent January 1 of each of the remaining years of the five-year contract.

B. Project Budget. The 2019 Project budget for the scope of work in Exhibit A is as follows:



<u>Budget Item</u>	<u>Estimated Cost</u>
Labor Costs	\$2,023,561.08
Other Direct Costs	\$354,000.00
FY19 Total	\$2,377,561.08
ROUNDED TO	\$2,400,000.00

The Contract total amount is controlling and is a ceiling price that Consultant exceeds at its own risk. Payment shall be made directly to the Consultant. The Consultant shall maintain hourly records of time worked by its personnel to support any audits the Program may require. Billing reports shall be submitted no more often than monthly for activities and costs accrued since the last billing report. A brief project progress report summarizing project activities in the billing period must be submitted with each billing.

C. Billing Procedures. The Consultant shall send billing reports for services performed for the various tasks outlined in Exhibit A to the Bureau of Reclamation who will advise the Foundation of approval. The Foundation will make payment of these funds directly to the Consultant within 30 days of receiving notice of approval. Payments are due within 60 days after the billing date.

D. Withholding of Payment. When the Program has reasonable grounds for believing that the Consultant will be unable to perform this Contract fully and satisfactorily within the time fixed for performance, then the Program may withhold payment of such portion of any amount otherwise due and payable to the Consultant reasonably deemed appropriate to protect the Program against such loss. These amounts may be withheld until the cause for the withholding is cured to the Program's satisfaction or this Contract is terminated pursuant to Section 8.U. Any amount so withheld may be retained by the Program for such period as it may deem advisable to protect the Program against any loss. This provision is intended solely for the benefit of the Program and no person shall have any right against the Program or Foundation by reason of the Program's failure or refusal to withhold monies. No interest shall be payable by the Program or Foundation on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the Program or Foundation.

5. Responsibilities of Consultant.

A. Scope of Services. The Consultant shall perform the specific services required under this Contract in a satisfactory and proper manner as outlined in Exhibit A. If there is any conflict between this Contract and the provisions of the specific requirements of Exhibit A, the specific requirements shall prevail.

B. Personnel. All of the services required hereunder will be performed by the Consultant or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized, licensed, or permitted under state law to perform such services, if state law requires such authorization, license, or permit.

C. Subcontracts.

(i) Approval Required for Subcontracts. Any subcontractors and outside associates or consultants required by the Consultant in connection with the services, work performed or rendered under this Contract will be limited to such individuals or firms as were specifically identified in the proposal and agreed to during negotiations or are specifically authorized by the Program during the performance of this Contract. The Consultant shall submit a list of the proposed subcontractors, associates or consultants; the scope and extent of each subcontract; and the dollar amount of each subcontract prior to Contract execution to the Program for approval. During the performance of the Contract, substitutions in or additions to such



subcontracts, associates, or consultants will be subject to the prior approval of the Program. The Program approval of subcontractors will not relieve the Consultant from any responsibilities outlined in this Contract. The Consultant shall be responsible for the actions of the subcontractors, associates, and subconsultants.

(ii) Billings for Subcontractors. Billings for subcontractor, associates or subconsultants services will not include any mark up. The subcontract costs will be billed to the Program at the actual costs as billed to the Consultant. Subcontract costs will be documented by attaching subcontractor billings to the Consultant's billing submittals.

(iii) Copies of Subcontracts. The Consultant shall provide to the Program copies of each subcontractor contract immediately following execution with the subcontractor. All subcontracts between the Consultant and a subcontractor shall refer to and conform to the terms of this Contract. However, nothing in this Contract shall be construed as making the Program a party to any subcontract entered between the Consultant and a subcontractor.

(iv) Contracts for Subcontractors. All subcontracts that Consultant enters into shall include any applicable provisions and certifications required by 2 CFR Part 200, including Appendix II thereto, and any other federal, state or local laws or regulations.

(v) Debarment and Suspension. Consultant shall not enter into subcontracts with any entity or individual that is suspended, debarred or otherwise excluded from participation in the transaction covered by this Contract.

D. Requests from the Program. The Consultant shall be responsible and responsive to the Program in their requests and requirements related to this Contract.

E. Presentation of Data. The Consultant shall select and analyze all data in a systematic and meaningful manner so as to contribute directly to meeting the objectives of the Project, and shall present this information clearly and concisely, in a professional and workmanlike manner.

F. Reports, Maps, Plans, Models and Documents. All documents, reports, records, field notes, data, samples, specimens, and materials of any kind resulting from performance of this Contract are at all times the property of the GC.

G. Inspection and Acceptance. All deliverables furnished by the Consultant shall be subject to rigorous review by the GC prior to acceptance.

6. Responsibilities of the Program. The Program shall designate the Chair of GC to act as its representative with respect to the Consultant's service to be performed under this Contract; and such person shall have complete authority to transmit instructions, receive information, and interpret and define the GC's policies and decisions with respect to services covered by this Contract.

7. Special Provisions.

A. No Finder's Fees. No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract shall be paid by either party.



B. Publication. It is understood that the results of this work may be available to the Consultant for publication and use in connection with related work. Use of this work for publication and related work by the Consultant must be conducted with full disclosure to and coordination with the Program.

C. Publicity. Any publicity or media contact associated with the Consultant's services and the result of those services provided under this Contract shall be the sole responsibility of the Program.

D. Monitor Activities. The Program shall have the right to monitor all Contract-related activities of the Consultant and all subcontractors. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, and to observe all Consultant personnel in every phase of performance of Contract-related work.

E. Kickbacks. The Consultant certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Consultant breaches or violates this warranty, the Program may, at its discretion, terminate this Contract without liability to the Program, or deduct from the Contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

F. Debarment and Suspension. Consultant certifies by signing this Contract that neither Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency from participation in the transaction covered by this Contract.

G. Anti-Lobbying. Consultant makes the representations set forth on the Certification Regarding Lobbying, which is attached as Exhibit C and incorporated by reference as part of this Contract. Consultant shall execute such Certification at the time of executing this Contract.

H. Office Space, Equipment, and Supplies. The Program agrees to provide funding for office space, equipment, and supplies as described in Exhibit B.

8. General Provisions.

A. Amendments. Any changes, modifications, revisions or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all Parties to this Contract.

B. Applicable Law/Venue. The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Nebraska. The Courts of the State of Nebraska shall have jurisdiction over this Contract and the parties.

C. Assignment/Contract Not Used as Collateral. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. The Consultant shall not use this Contract, or any portion thereof, as collateral for any financial obligation, without the prior written permission of the Program.

D. Audit/Access to Records. The Program, the Foundation and any of their representatives shall have access to any books, documents, papers, and records of the Consultant which are pertinent to this Contract.



The Consultant shall, immediately upon receiving written instruction from the Program or the Foundation, provide to the Foundation or any governmental entity, independent auditor, accountant, or accounting firm, all books, documents, papers and records of the Consultant which are pertinent to this Contract. The Consultant shall cooperate fully with the Foundation or any such governmental entity, independent auditor, accountant, or accounting firm, during the entire course of any audit authorized by or required of the Program.

E. Availability of Funds. Each payment obligation of the Program is conditioned upon the availability of funds and continuation of the Platte River Recovery Implementation Program. If funds are not allocated and available for the continuance of the services performed by the Consultant, the contract may be terminated by the Program at the end of the period for which the funds are available. The Program shall notify the Consultant at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Program in the event this provision is exercised, and the Program shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the Program to terminate this Contract to acquire similar services from another party.

F. Award of Related Contracts. The Program may undertake or award supplemental or successor contracts for work related to this Contract. The Consultant shall cooperate fully with other contractors and the Program in all such cases.

G. Certificate of Good Standing. Consultant shall provide Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs prior to performing work under this Contract.

H. Compliance with Law. The Consultant shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Contract.

I. Confidentiality of Information. All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the Consultant in the performance of this Contract shall be kept confidential by the Consultant unless written permission is granted by the Program for its release.

J. Conflicts of Interest

(i) Consultant shall not engage in providing consultation to or representation of clients, agencies or firms which may constitute a conflict of interest giving rise to a disadvantage to the Program or a disclosure which would adversely affect the interests of the Program. Consultant shall notify the Governance Committee of any potential or actual conflicts of interest arising during the course of the Consultant's performance under this Contract. This Contract may be terminated in the event a conflict of interest arises. Termination of the Contract will be subject to a mutual settlement of accounts. In the event the contract is terminated under this provision, the Consultant shall take steps to ensure that the file, evidence, evaluation and data are provided to the Program or its designee. This does not prohibit or affect the Consultant's ability to engage in consultations, evaluations or representation under agreement with other agencies, firms, facilities, or attorneys so long as no conflict exists.

(ii) A conflict of interest warranting termination of the Contract includes, but is not necessarily limited to, representing a client in an adversarial proceeding against the Platte River Recovery



Implementation Program, its signatories, boards, commissions, or the Foundation, or initiating suits in equity including injunctions, declaratory judgments, writs of prohibition or *quo warranto*.

K. Entirety of Contract. This Contract, consisting of eight (8) pages, Exhibit A, consisting of three (3) pages, Exhibit B, consisting of one (1) page, and Exhibit C, consisting of one (1) page, represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

L. Force Majeure. Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

M. Indemnification. The Consultant shall indemnify and hold harmless the Foundation, the Program and their officers, agents, employees, successors and assignees from any and all claims, lawsuits, losses and liability arising out of Consultant's failure to perform any of Consultant's duties and obligations hereunder or in connection with the negligent performance of Consultant's duties or obligations, including but not limited to any claims, lawsuits, losses or liability arising out of Consultant's malpractice. The obligations of this paragraph shall survive termination of this Contract.

N. Independent Contractor. The Consultant shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the Program or Foundation for any purpose. The Consultant shall assume sole responsibility for any debts or liabilities that may be incurred by the Consultant in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Consultant or its agents and/or employees to act as an agent or representative for or on behalf of the Foundation. The Consultant agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to Foundation or Program employees will inure to the benefit of the Consultant or the Consultant's agents and/or employees as a result of this Contract.

O. Notices. All notices arising out of, or from, the provisions of this contract shall be in writing and given to the parties at the address provided under this Contract, either by regular mail, facsimile, e-mail, or delivery in person. Notice is effective upon delivery.

P. Notice and Approval of Proposed Sale or Transfer of the Consultant. The Consultant shall provide the Program with the earliest possible advance notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of the Consultant. Such notice shall be provided in accordance with the notice provision of this Contract.

Q. Ownership of Documents/Work Product/Materials. All documents, reports, records, field notes, data, samples, specimens, and materials of any kind resulting from performance of this Contract are at all times the property of the Program.



R. Patent or Copyright Protection. The Consultant recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license or other similar restrictions, and warrants that no work performed by the Consultant or its subcontractors will violate any such restriction.

S. Proof of Insurance. The Consultant shall not commence work under this Contract until the Consultant has obtained the following insurance coverages and provided the corresponding certificates of insurance:

(i) **Commercial General Liability Insurance.** Consultant shall provide coverage during the entire term of the Contract against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including products and completed operations in an amount not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per claimant and Five Hundred Thousand Dollars (\$500,000.00) per occurrence.

(ii) **Business Automobile Liability Insurance.** Consultant shall maintain, during the entire term of the Contract, automobile and watercraft liability insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage will include bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles.

(iii) **Workers' Compensation and Employers' Liability Insurance.** The Consultant shall provide proof of workers' compensation coverage. Consultant's insurance shall include "Stop Gap" coverage in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per employee for each accident and disease.

(iv) **Professional Liability or Errors and Omissions Liability Insurance.** The Consultant shall provide proof of professional liability insurance or errors and omissions liability insurance to protect the Foundation and Program from any and all claims arising from the Consultant's alleged or real professional errors, omissions or mistakes in the performance of professional duties in an amount not less than Five Hundred Thousand Dollars (\$500,000.00).

T. Taxes. The Consultant shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and state income taxes, social security taxes, workers' compensation, unemployment insurance and sales taxes.

U. Termination of Contract. This Contract may be terminated, without cause, by any of the parties upon thirty (30) days written notice. This Contract may be terminated immediately for cause if the Consultant fails to perform in accordance with the terms of this Contract. In the event of a termination, Program shall pay Contractor for all reasonable work performed up to the effective date of termination.

V. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.

W. Time is of the Essence. Time is of the essence in all provisions of the Contract.



X. Titles Not Controlling. Titles of paragraphs are for reference only and shall not be used to construe the language in this Contract.

Y. Waiver. The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach.

9. Contacts.

Point of Contact for Foundation:

Diane M. Wilson
Manager of Public/Private Partnerships
Nebraska Community Foundation
PO Box 83107
Lincoln, Nebraska 68501-3107
Phone: (402) 323-7330
Fax: (402) 323-7349
Email: dwilson@nebcommfound.org

Point of Contact for Consultant:

Bridget M. Barron
Chief Executive Officer
Headwaters Corporation
4111 4th Avenue, Suite 6
Kearney, Nebraska 68845
Phone: (308) 237-5728
Fax: (308) 237-4651
Email: barronb@headwaterscorp.com

10. Signatures. By signing this Contract, the undersigned certify that they have read and understood it, that they have the authority to sign it, and that their respective Party agrees to be bound by the terms of the Contract.

NEBRASKA COMMUNITY FOUNDATION

Diane M. Wilson
Manager of Public/Private Partnerships

Date

HEADWATERS CORPORATION

Bridget M. Barron, Ph.D.
Chief Executive Officer

Date



EXHIBIT “A” SCOPE OF SERVICES

Platte River Recovery Implementation Program Executive Director’s Office (EDO)

Task 1. Basic Duties – Maintain the Office of the Executive Director (EDO) in Central Nebraska (4111 4th Avenue, Suite 6, Kearney, Nebraska 68845) and provide the managerial, administrative, and technical assistance required of the Governance Committee (GC) to implement the Platte River Recovery Implementation Program (PRRIP). This includes providing the Executive Director (ED), Deputy Executive Director (DED), and staff to perform all PRRIP functions as directed by the GC.

Task 2. 2019 Work Plan Items – The ED, DED, and staff are responsible for implementation, either directly or through oversight, of activities as defined in the 2019 Work Plan. The following lists provide a summary of the activities that the EDO will perform in 2019.

Provide direction and oversight and review work progress for contract conformance and payment approval for on-going work by contractors and consultants including:

- All species and physical process monitoring activities.
- Sediment augmentation activities.
- Permit activities for in-channel work.
- Directed research activities for Adaptive Management Plan requirements.
- Database management system development and maintenance activities.
- ISAC and peer review activities.
- Structured Decision-Making process for updating the Adaptive Management Plan.
- Water Action Plan feasibility studies, design studies, and implementation actions including Broad-Scale Recharge on Cottonwood Ranch and Slurry Wall Storage – Lakeside Projects.
- Ground water recharge and management investigations and implementation activities.
- Directed investigations for Water Plan requirements.
- Choke point investigations and project design, permitting, and implementation activities.
- Routine operations and maintenance of facilities, agricultural and range activities, and basic land management.
- Land management and habitat rehabilitation projects.
- Recreational Access program activities.
- Special advisor activities as assigned by ED, DED, or EDO.

Provide services as appropriate in the following Program areas:

- Engineering, hydraulic, and hydrologic analyses in support of Water and Adaptive Management Plans.
- Engineering, hydrologic, and geohydrologic analyses and land acquisition for development and implementation of broad-scale recharge, slurry-wall storage, acquire and retire, and other water action plan projects.
- Water project scoring analyses and documentation.
- Develop hydrologic conditions report monthly or in prescribed time period blocks
- Develop water purchase and lease agreements with various entities including NPPD, CPNRD, NPNRD, and CNPPID.
- Land evaluation and acquisition services.
- Land management services including oversight of tenants and agricultural operations.



- Implementation of Good Neighbor Policy.
- Monitoring, data analysis, and reporting of wet meadow hydrology investigations.
- Monitoring, design, and construction monitoring on Broad-scale Recharge construction activities on Cottonwood Ranch Complex.
- Water accounting and operation of recapture wells and other water related facilities.
- Operation of wetland wells and other facilities during whooping crane migration season.
- Site preparation and spring/summer monitoring activities for terns and plovers.
- Decoy placement and associated activities for whooping crane migration seasons.
- Analyze and synthesize physical process and species monitoring data for whooping cranes and for terns & plovers, drawing conclusions, developing supporting documentation, and presenting results in written reports and oral presentations
- Develop information gathering and hypothesis testing approaches for pallid sturgeon in lower Platte system.
- Develop priority list of lands for each type of experiment and integrate with other ongoing efforts and proceed with implementation.
- Coordinate, attend, and provide support for scheduled meetings of Governance and Finance Committees, Land, Water, Technical, and Independent Science Advisory Committees, and other ad hoc committees or working groups as they occur.

Task 3. Project Library/Archive — Maintain a library and archive of materials generated for project; collection may include hard copy and electronic materials. The materials in the archive/library will include documents and other materials from the Cooperative Agreement, the First Increment, and the First Increment Extension scheduled to begin in 2020.

Task 4. Other Duties — Perform other duties of the Office of the Executive Director, such as:

- Coordination and communication among Program participants.
- Distribution of materials to participants.
- Communication with state, federal, and local organizations as appropriate.
- Outreach and communication with the various stakeholder groups and various publics touched by the Program.
- Prepare work plan and budget for review by the Finance Committee and approval by the Governance Committee.
- Prepare agreements/contracts and amendments.
- Process contractor invoices.
- Coordination with Nebraska Community Foundation on contractual and financial matters.
- Coordination with Platte River Recovery Implementation Foundation on land interest holding matters.
- Prepare and provide outreach/public education activities for the Program.
- Provide a review of Program tasks and periodically report on the status and progress of each task to the Governance Committee.

This scope of work will be completed by a team of approximately 18 staff members functioning as the Program EDO. Headwaters staff categories and organization of the EDO correspond to the central components of the Program: Water Plan, Land Plan, and Adaptive Management Plan. Management and oversight of Program implementation will be the responsibility of Farnsworth and Smith. Together, they will be responsible for all decision-making that has been delegated to the EDO. Headwaters will continue to maintain the central office in Kearney, NE; a support office in Lakewood, CO; the Program library; and



all equipment, electronic records, and other materials necessary for the continued management and implementation of the Program.

Name	Title	% Time	% Program
SENIOR LEADERSHIP			
J. Farnsworth	Executive Director (ED)	100%	100%
C. Smith	Deputy Executive Director (DED)	100%	95%
WATER RESOURCES			
C. Black	Senior Level Technical Support Water Resources	80%	75%
S. Griebing	Senior Level Technical Support Water Resources	80%	95%
S. Turner	Senior Level Technical Support Water Resources	100%	80%
ECONOMICS & ACQUISITIONS			
B. Sackett	Director of Land Acquisition	100%	100%
G. Oamek	Senior Economist	100%	50%
ADAPTIVE MANAGEMENT, RIVER & RIPARIAN RESTORATION, ENDANGERED SPECIES, & CONSERVATION BIOLOGY			
Biological and Ecological Services			
D. Baasch	Director of Biological and Ecological Services	100%	100%
P. Farrell	Assistant Level Technical Support – Ecological Statistics	100%	95%
M. Irvine	Assistant Level Technical Support Biology	100%	100%
K. Keldsen	Assistant Level Technical Support Biology	100%	100%
K. Mohlman	Assistant Level Technical Support Biology	100%	100%
Habitat Management and Rehabilitation Services			
J. Brei	Senior Level Technical Support Engineering	100%	70%
T. Smrdel	Senior Level Technical Support Geomorphology	100%	85%
T. Tunnell	Senior Land Manager	100%	100%
K. Werbylo	Assistant Level Technical Support Engineering	100%	85%
OUTREACH & OPERATIONS			
B. Barron	Director of Operations, Administration, and Human Dimensions	100%	80%
J. Liakos	Administrative Assistant – Clerical	80%	70%



EXHIBIT “B”
2019 HOURLY RATE AND REIMBURSABLE EXPENSES PRICE SCHEDULE

2019 Labor Costs				
Position	No. Staff	Average Billing Rate	Total Hours	Cost
Executive Director	1	\$ 132.00	1,800	\$ 237,600.00
Deputy Executive Director	1	\$ 132.00	1,710	\$ 225,720.00
Senior Directors	3	\$ 83.53	5,220	\$ 436,026.60
Senior Staff	8	\$ 73.01	11,214	\$ 818,734.14
Junior and Administrative Staff	5	\$ 37.63	8,118	\$ 305,480.34
Subtotal Labor Costs	18		28,062	\$ 2,023,561.08
2019 Other Direct Costs (ODC)				
Item	Unit Rate	Months or Units	Cost	
Office Rent	\$ 13,000.00	12	\$ 156,000.00	
Phones and Utilities	\$ 4,500.00	12	\$ 54,000.00	
Equipment/Misc. Expenses	\$ 1,000.00	12	\$ 12,000.00	
Travel/Meeting Expenses	\$ 8,000.00	12	\$ 96,000.00	
Misc. Services (acct., payroll, legal)	\$ 3,000.00	12	\$ 36,000.00	
Subtotal Other Direct Costs			\$ 354,000.00	
Total 2019 EDO Budget (Labor Costs + ODC)				\$ 2,377,561.08
Approved Hourly Rate Price Schedule				
Category	Approved Maximum Billing Rate			
Senior Leadership	\$ 145.00			
Senior Directors	\$ 110.00			
Senior Staff	\$ 100.00			
Junior/Support Staff	\$ 60.00			

Note: Direct costs such as rent, utilities, and insurance shown above represent the proportionate share of total such costs attributable to PRRIP based primarily on fee distribution amongst all of Headwaters Corporation’s clients. In the case of shared resources, proportionate factors which provide a conservative buffer to all clients is used to ensure that no client pays a disproportionate share of billable direct costs. Rates include salary, vacation, holiday, professional development, health insurance, dental insurance, vision insurance, life insurance, FICA, retirement, unemployment insurance and other similar items, and profit. The billing rates will remain under the caps established by category but will be set and reported on an individual basis by employee. Invoices will provide detail of hours expended during billing period and applicable billing rate by individual. All direct costs will be supported by invoice and billed at actual cost. There will be no charges for computer usage. The Program may be charged for IT-related equipment such as data servers with prior approval of the Finance and/or Governance Committee. Mileage will be charged at the applicable IRS approved rate for Business.



EXHIBIT “C”
Certification Regarding Lobbying

The undersigned certifies, on behalf of Consultant, that to the best of his or her knowledge and belief:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of Consultant, 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, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. No registrant under the Lobbying Disclosure Act of 1995 has made any lobbying contacts on behalf of the Consultant with respect to the federal grant or cooperative agreement under which the Consultant is receiving monies.

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 section 1352, title 31, U.S. Code. Any person who makes an expenditure prohibited by Section 1 above or who fails to file or amend 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.

HEADWATERS CORPORATION (“CONSULTANT”)

By:

Bridget M. Barron, Ph.D., CEO

Date