



Louis Berger Group, Inc.
1600 Baltimore Avenue, Suite 100
Kansas City, MO 64108

Nebraska Community Foundation, Inc.
PO Box 83107
Lincoln, NE 68501-3107
TIN# 47-0769903

PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM
Contract between Nebraska Community Foundation, Inc., Platte River Recovery Implementation
Program, and Louis Berger Group, Inc. for
Independent Science Review Services

1. Parties. This Contract is made and entered into by and between the Nebraska Community Foundation, Inc. ("Foundation") of Lincoln, Nebraska, representing all signatories to the Platte River Recovery Implementation Program ("Program") and Louis Berger Group, Inc. ("Consultant"). The following persons are authorized to represent the parties through this Contract: Diane Wilson of the Foundation, Dr. Jerry Kenny of the Program; and Dr. Tom St. Clair 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, and to delegate the Executive Director's Office ("ED Office") through its Executive Director or his designee the authority to administer this Contract.

TERMS AND CONDITIONS

3. Term of Contract and Required Approvals. This Contract is effective when all parties have executed it and all required approvals have been granted. The term of this Contract is from January 1, 2014 through December 31, 2016. The services to be performed under this Contract will commence upon receipt of annual authorization to proceed. All services shall be completed during this term.

If the Consultant has been delayed and as a result will be unable, in the opinion of the Program, to complete performance fully and satisfactorily within this Contract period, the Consultant may be granted an extension of time, upon submission of evidence of the causes of delay satisfactory to the Program.

4. Payment.

A. Reimbursement of Expenses. For Program FY2014, Program agrees to pay the Consultant an amount based on the approved budget depicted in Exhibit B and hourly rate and reimbursable expenses price schedules depicted in Exhibit C, attached to this Contract and incorporated by reference as part of this Contract, for the services described in Exhibit A, attached to this Contract and incorporated by reference as part of this Contract. Total FY2014 payment under this Contract shall not exceed ninety three thousand one hundred forty dollars (\$93,140).

B. Project Budget. The FY2014 Project budget for each task included in Exhibit A is as follows:



Name/Title	Hours	Rate	Expenses	Total (\$)
Peer Review				
Tom St Clair Principal Consultant	32	\$175	0	\$5,600
Rebecca Burns Environmental Scientist	80	\$70	0	\$5,600
Technical Editor	10	\$75	0	\$750
Estimated Cost per Review				\$11,950
Cost for Six Peer Reviews				\$71,700
Recruitment of Manuscript Reviewers				
Tom St Clair Principal Consultant	8	\$175	0	\$1,400
Rebecca Burns Environmental Scientist	16	\$70	0	\$1,120
Cost for Recruitment of 2-3 Reviewers Per Manuscript				\$2,520
Cost for Recruitment of Reviewers for Six Manuscripts				\$15,120
Meeting Attendance				
Tom St Clair Principal Consultant (Spring)	16	\$175	\$1200	\$4,000
Rebecca Burns Environmental Scientist (Fall)	16	\$70	\$1200	\$2,320
Total for Meeting Attendance				\$6,320
Total Cost				\$93,140

Annual budgets under this Contract are at the discretion of the Governance Committee and the Contract is always subject to the availability of Program funds. An annual budget estimate will be developed by the Consultant in coordination with the Program's Technical Point of Contact, and that estimate will be subject to the Program's annual budget review and approval process. That review will include the Program's Technical Advisory Committee, Finance Committee, and Governance Committee.

The amounts for each task are estimates only, but are not to be exceeded unless authorized in writing by the Program. The Contract total amount is controlling. 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 ED Office (address included below). The Program's Executive Director, upon receiving the billing report, will approve the bill and submit the bill for payment. The submittal for payment will then be reviewed by the Signatory Parties of the Program who will advise the Foundation of approval. The Foundation will make payment of these funds directly to the Consultant within 30 days of notice of approval by the Signatory Parties. Payments of bills are due



within 60 days after the billing date of the Consultant.

Billing Point of Contact (Program):

Dr. Jerry F. Kenny, Executive Director
Platte River Recovery Implementation Program
Headwaters Corporation
4111 4th Avenue, Suite 6
Kearney, Nebraska 68845
Phone: (308) 237-5728
Fax: (308) 237-4651
Email: kennyj@headwaterscorp.com

D. Money Withheld. 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 8U. 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 by reason of the Program's failure or refusal to withhold monies. No interest shall be payable by the Program 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.

E. Withholding of Payment. If a work element has not been received by the Program by the dates established in Exhibit A, the Program may withhold all payments beginning with the month following that date until such deficiency has been corrected.

F. Final Completion and Payment. The final payment shall be made upon acceptance of the final report and receipt of the final billing.

5. Responsibilities of Consultant.

A. Scope of Services. The Consultant shall perform the specific services required under this Contract to the standard of care of a reasonable Consultant performing the same or similar work at the same time or locality and under the same or similar conditions faced by a Consultant 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 of any subcontract entered between the Consultant and a subcontractor.

D. Requests from the Program. The Consultant shall be responsible and responsive to the Program and the ED Office in their requests and requirements related to the scope of 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 in meeting the objectives of the Project, and shall present this information clearly and concisely, in a professional manner.

F. Draft of Final Report. The Consultant shall present the Program a draft of the final report covering all work elements of the Project including maps, charts, conclusions and recommendations prior to the publication of any final report and no later than the date specified in Exhibit A. Draft Reports will be provided to the Program in Microsoft Word format for distribution and review. The Program will respond with written comments to the Consultant as soon as possible. The Consultant will address the comments of the Program in the final report. Final Reports will be provided to the Program in Microsoft Word and PDF format.

G. Project Completion Report. A final project completion report in the form described in Exhibit A shall be submitted to the Program by the date specified in Exhibit A.

H. Reports, Maps, Plans, Models and Documents. One (1) copy of maps, plans, worksheets, logs, field notes and other reference or source documents prepared for or gathered under this Contract, and one (1) copy of each unpublished report prepared under this Contract shall be submitted to



the Program. If the Consultant writes or uses a computer program or spreadsheet as a part of this project, the Consultant shall submit to the Program for approval all proposed program names and data formats prior to beginning work on that task. All data shall be submitted to Program in written and digital forms with the final report. Digital media shall be labeled by the Consultant to provide sufficient detail to access the information on the media. All user manuals shall be submitted by the Consultant to Program providing complete documentation of computer programs developed under this Contract. The user manual shall also specify the source code language and the type of computer equipment necessary to operate the program(s). Any programs or computer software generated as a part of this Contract shall be the sole property of the Program.

I. Inspection and Acceptance. All deliverables furnished by the Consultant shall be subject to rigorous review by the Program's ED Office prior to acceptance.

6. Responsibilities of the Program.

A. Designated Representative. The Executive Director of the Program shall act as the Program's administrative representative with respect to the Consultant's service to be performed under this Contract and shall have complete authority to transmit instructions, receive information, and interpret and define the Program's policies and decisions with respect to services covered by this Contract.

B. Data to be Furnished to the Consultant. All information, data, reports, and maps as are available to the Program and necessary for the carrying out of the Scope of Services set forth herein shall be furnished to the Consultant without charge and the ED Office shall cooperate with the Consultant in the carrying out of the project.

C. Review Reports. The ED Office shall examine all studies, reports, sketches, opinions of the construction costs, and other documents presented by the Consultant to the Program and shall promptly render in writing the Program's decisions pertaining thereto within the time periods specified in Exhibit A.

D. Provide Criteria. The ED Office shall provide all criteria and full information regarding its requirements for the project.

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 prior authorization from the Program's Technical Point of Contact.

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. Media requests of the Consultant should be directed to the Director of Outreach and Operations in the ED Office.



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.

D. 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.

E. Office Space, Equipment, and Supplies. The Consultant will supply its own office space, equipment, and supplies.

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, for collateral for any financial obligation, without the prior written permission of the Program.

D. Audit/Access to Records. The Program and any of its 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, provide to any 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 any such independent auditor, accountant, or accounting firm, during the entire course of any audit authorized by 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. However, notwithstanding anything contained herein, either party may disclose information that is required to be disclosed in accordance with the order or decree of a court of component jurisdiction or by applicable law or regulation, provided that the party making the disclosure agrees to give the other party adequate advance notice prior to disclosure in order that it may seek a protective order or other appropriate relief.

J. Conflicts of Interest

(i) Consultant shall not engage in providing consultation or representation of clients, agencies or firms which may constitute a conflict of interest which results in a disadvantage to the Program or a disclosure which would adversely affect the interests of the Program. Consultant shall notify the Program 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 insure 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 initiating suits in equity including injunctions, declaratory judgments, writs of prohibition or *quo warranto*.

K. Entirety of Contract. This Contract, consisting of eleven (11) 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, the ED Office, 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.

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, Foundation or ED Office 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 or the Program, or to incur any obligation of any kind on the behalf of the Foundation or the Program. 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.

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 coverage 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 Five Hundred Thousand Dollars (\$500,000.00) per claimant and One Million Dollars (\$1,000,000.00) per occurrence.

(ii) Business Automobile Liability Insurance. Consultant shall maintain, during the entire term of the Contract, automobile 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 or 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, Program and ED Office 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 One Million Dollars (\$1,000,000.00) per claim.

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 social security taxes, workers' compensation, unemployment insurance and sales taxes.

U. Termination of Contract. This Contract may be terminated, without cause, by the Program upon fifteen (15) 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.

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

Administrative Point of Contact (Foundation):

Diane M. Wilson
Chief Financial and Administrative Officer
Nebraska Community Foundation
PO Box 83107
Lincoln, Nebraska 68501-3107
Phone: (402) 323-7330
Email: dwilson@nebcommfound.org

Technical Point of Contact (Program):

Chadwin Smith, Director of Natural Resources
Platte River Recovery Implementation Program
Headwaters Corporation
4111 4th Avenue, Suite 6
Kearney, Nebraska 68845
Phone: (402) 261-3185
Email: smithc@headwaterscorp.com

Administrative Point of Contact (Consultant):

Diane Otto, AICP
Vice President, Louis Berger Group, Inc.
1600 Baltimore Avenue, Suite 100
Kansas City, MO 64108
Phone: (202) 303-2850
Email: dotto@louisberger.com

Admin. Point of Contact (Program):

Dr. Jerry F. Kenny, Executive Director
Platte River Recovery Implementation Program
Headwaters Corporation
4111 4th Avenue, Suite 6
Kearney, Nebraska 68845
Phone: (308) 237-5728
Email: kennyj@headwaterscorp.com

Media Point of Contact (Program):

Dr. Bridget Barron, Director of Outreach
Platte River Recovery Implementation Program
Headwaters Corporation
4111 4th Avenue, Suite 6
Kearney, Nebraska 68845
Phone: (308) 237-5728
Email: barronb@headwaterscorp.com

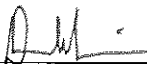
Technical Point of Contact (Consultant):

Tom St. Clair, Ph.D.
Principal Consultant, Louis Berger Group, Inc.
484 Tivoli Dr.
Jacksonville, FL 32259
Phone: (904) 303-0919
Email: gtstclair@louisberger.com




10. **Signatures.** By signing this Contract, the parties certify that they have read and understood it, that they agree to be bound by the terms of the Contract, that they have the authority to sign it.

NEBRASKA COMMUNITY FOUNDATION


 Diane M. Wilson
 Chief Financial and Administrative Officer

7/10/2014
 Date

LOUIS BERGER GROUP, INC.


 Diane Otto *DANA OTTO*
 Vice President

7/2/14
 Date



EXHIBIT "A"
SCOPE OF SERVICES

A. PROJECT DESCRIPTION

1. **Location:** This project involves performing independent science review services in support of implementation of the Platte River Recovery Implementation Program (Program). The project requires the Consultant remain in close and constant contact with ED Office staff in Kearney, Nebraska. The Consultant will conduct all work under this Scope of Services from its Jacksonville, Florida offices.
2. **Purpose:** The purpose of this project is for the Consultant to provide expert third-party neutral services in support of establishing and managing several peer review panels for the Program, providing recommendations for potential reviewers of Program-generated manuscripts for publication, and recommending replacement members for the Program's Independent Scientific Advisory Committee (ISAC).
3. **History:** This is a new contract for the Consultant to provide independent science review services.

B. SCOPE OF SERVICES

Peer Review

In 2014, the Consultant will recommend members for and manage the following Program peer review panels:

FY14 PRRIP Document	Document Ready for PRRIP Advisory Committee Review:	Number of Peer Reviewers	Louis Berger Group, Inc. Costs
Tern/Plover Synthesis Chapters (five chapters, joint review)	Summer 2014	5	\$11,950
Elm Creek Proof of Concept final report	Summer 2014	3	\$11,950
Geomorphology data analysis report	Summer 2014	3	\$11,950
Flow consolidation final report	Summer 2014	3	\$11,950
Whooping crane habitat selection analysis	Fall 2014	3	\$11,950
Wet meadows hydrology monitoring plan	Fall 2014	3	\$11,950
LOUIS BERGER GROUP, INC. FY2014 TOTAL			\$71,700

For each of the separate documents identified above for peer review, the Consultant will perform the following duties:

- 1) Solicit requested number of potential peer review panel members for each Program document identified above – discuss potential conflicts with the Program's Technical Point of Contact.



- 2) Recommend requested number of peer review panelists for each Program document identified above – recommendations should be communicated via written report, with details on each panel member including current curriculum vitae (CV) and a conflict of interest statement.
- 3) Discuss recommendations with Program staff and committee members as necessary.
- 4) Serve as the point of communication with all peer review panelists before and during the peer review process.
- 5) Manage the peer review process for each Program document identified above once panelists are approved by the Program, including the following sub-duties:
- a. Deliver peer review Scope of Work (as provided to the Consultant from the Program's Technical Point of Contact) and all supporting documents (as provided to the Consultant from the Program's Technical Point of Contact) to all peer review panel members.
 - b. Manage all communication with peer review panel members – all communication will be via e-mail or other written form to facilitate compilation of a record.
 - c. Hold each peer review panel to deadlines and product delivery.
 - d. Summarize all peer review comments received and provide in written form to the Program's Technical Point of Contact (usually in the form of a spreadsheet or database to assist with responding to each individual peer review comment).
 - e. After the Program provides responses to comments, assist with clarifying any remaining issues with peer review panel members and provide final comments.

General schedule for each peer review task identified above:

Recommend peer review panelists	30 days from Program request
Manage peer review process	30 days from Program approval of panel members
Summarize comments, facilitate additional communication with peer reviewers, and submit final comments to Program's Technical Point of contact	30 days from end of peer review process

Initiation of each peer review task identified above will be at the direction of the Program's Technical Point of Contact in consultation with the Consultant and will be based on Program priorities and need and the availability of the Consultant.

Program Publications

In 2014, the Program may generate several manuscripts for possible publication in refereed journals:

FY14 PRRIP Manuscript	Document Ready for PRRIP Advisory Committee Review:	Number of Reviewers	Louis Berger Group, Inc. Costs
Response to Horn et al.	Summer 2014	2-3	\$2,520
Forage Fish Analysis	Summer 2014	2-3	\$2,520
Braided Planform	Summer 2014	2-3	\$2,520
Vegetation Scour	Summer 2014	2-3	\$2,520



Lateral Erosion	Summer 2014	2-3	\$2,520
Stage Change Study	Fall 2014	3	\$2,520
LOUIS BERGER GROUP, INC. FY2014 TOTAL			\$15,120

For each of the separate documents identified above, the Consultant will perform the following duties:

- 1) Solicit requested number of potential reviewers for each Program document identified above – discuss potential conflicts with the Program’s Technical Point of Contact.
- 2) Recommend requested number of reviewers for each Program document identified above – recommendations should be communicated via written report, with details on each panel member including current curriculum vitae (CV) and a conflict of interest statement.
- 3) Discuss recommendations with Program staff and committee members as necessary.
- 4) Program will determine final list of reviewers and will include names with submission to preferred journal, including an explanation of the process used to select the reviewers.

ISAC Members

When necessary (not in FY2014, possibly in FY2015 and FY2016), the Program’s Technical Point of Contact will request assistance from the Consultant to identify potential replacement candidates for ISAC members cycling off the committee. If this task is required, duties will include:

- 1) Solicit and recommend requested number of new ISAC members – discuss potential conflicts with the Program’s Technical Point of Contact; recommendations should be communicated via written report, with details on each ISAC member including current curriculum vitae (CV) and a conflict of interest statement.
- 2) Discuss recommendations with Program staff and committee members as necessary.

Initiation of the possible ISAC member replacement task identified above will be at the direction of the Program’s Technical Point of Contact in consultation with the Consultant and will be based on Program priorities and need and the availability of the Consultant. If this task proceeds, Consultant will have 30 days from the task initiation to solicit and recommend the requested number of new ISAC members.



EXHIBIT "B"
BUDGET

Name/Title	Hours	Rate	Expenses	Total (\$)
Peer Review				
Tom St Clair Principal Consultant	32	\$175	0	\$5,600
Rebecca Burns Environmental Scientist	80	\$70	0	\$5,600
Technical Editor	10	\$75	0	\$750
Estimated Cost per Review				\$11,950
Cost for Six Peer Reviews				\$71,700
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Tom St Clair Principal Consultant	8	\$175	0	\$1,400
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Cost for Recruitment of 2-3 Reviewers Per Manuscript				\$2,520
Cost for Recruitment of Reviewers for Six Manuscripts				\$15,120
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Rebecca Burns Environmental Scientist (Fall)	16	\$70	\$1200	\$2,320
Total for Meeting Attendance				\$6,320
Total Cost				\$93,140



EXHIBIT "C"
HOURLY RATE AND REIMBURSABLE EXPENSES
PRICE SCHEDULE 2014

Name	Title/Role	Hourly Rate
Tom St Clair	Principal Consultant	\$175.00
Rebecca Burns	Environmental Scientist	\$70.00
Technical Editor		\$75.00