| SAN MATEO | COUNTY | AGREEMENT NO |). |
|-----------|--------|--------------|----|
| | | | |

AGREEMENT WITH INDEPENDENT CONTRACTOR

(NON-CONSTRUCTION)

| This Agreement entered this | Day of | , 2003, by | and between the | COUNTY OF |
|------------------------------|------------------|---------------------|-------------------|-----------|
| SAN MATEO a political subdi | | | | |
| Tenera Energy LLC (dba "Tene | era Environmenta | l"), hereinafter ca | alled "Contractor | ,,, |

WITNESSETH

WHEREAS, it is necessary and desirable that Contractor be engaged by County for the purpose of performing services hereinafter described:

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

- 1. Services to be performed by Contractor. In consideration of the payments hereinafter set forth, Contractor shall perform services for County as described by and in accordance with the terms, conditions and specifications set forth herein and in Exhibit A attached hereto and by this reference made a part hereof. The County reserves the right to withhold payment if the County determines that the quantity and quality of the work performed is unacceptable. In no event shall the total payment for services under this Agreement exceed \$139,837. Contractor shall provide all services specified by this Agreement at its sole cost and expense and within this maximum amount. All services must be completed within the time frames provided by this Agreement. All work must be completed by December 30, 2004.
- 2. <u>Payments</u>. In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, County shall make payment to Contractor in the manner specified herein and in Exhibit B. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination.
- 3. Relationship of the Parties. It is understood that this is an Agreement by and between Independent Contractor(s) and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Contractor.
- 4. <u>Non-Assignability</u>. Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of County, and any attempted assignment without such prior written consent in violation of this Section automatically shall terminate this Agreement.

- 5. <u>Contract Term.</u> The term of this Agreement is March 1, 2003 through December 30, 2004, unless earlier terminated pursuant to paragraph 6 of this Agreement.
- 6. Termination of Agreement: The County may, at any time from execution of this Agreement, terminate this Agreement, in whole or in part, for the convenience of the County, by giving written notice specifying the effective date and scope of such termination. Termination shall be effective on a date not less than thirty days from notice. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by the Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. In the event of termination, Contractor shall be paid for all work satisfactorily performed until termination, except where the County determines the quality or quantity of the work performed is unacceptable. Such payment shall be that portion of the full payment, which is determined by comparing the work/services completed to the work/services required by the Agreement.
- 7. Hold Harmless: Contractor shall hold harmless and indemnify the County, its officers, agents, and employees from all claims, suits or actions of every name, kind and description, brought for, or on account of injuries to or death of any person, including but not limited to Contractor or its agents, officers or employees, or damage to property of any kind whatsoever and to whomsoever belonging, including but not limited to Contractor or its agents, officers, or employees, or any other loss or cost, resulting from the performance or nonperformance of any work or obligations required by the Agreement of Contractor, and/or from any activities undertaken by Contractor, its officials, employees or agents, under this Agreement, and which result from the negligent or intentional acts or omissions of Contractor, its officers or employees.

The duty of Contractor to hold harmless and indemnify as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code

8. <u>Insurance</u>: The Contractor shall not commence work under this Agreement until all Insurance required under this section has been obtained and such insurance has been approved by the County. The Contractor shall furnish the County with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days notice must be given, in writing, to the County of any pending change in the limits of liability or of non-renewal, cancellation, or modification of the policy.

Workers' Compensation and Employer Liability Insurance: The Contractor shall have in effect, during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of this work of the Agreement.

<u>Liability Insurance</u>: The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect Contractor, its employees, officers and agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all operations under this Agreement, whether such operations be by Contractor or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than \$1,000,000 unless another amount is specified below and shows approval by the Department of Employee and Public Services, Risk Management Division.

Required insurance shall include:

| | | Requesting Department to complete column below | Approval by Risk Management Division if under \$1,000,000 |
|----|---------------------------------|--|---|
| a. | Comprehensive General Liability | \$1,000,000 | <u> </u> |
| b. | Worker's Compensation | Statutory | |

The County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County, or its officers and employees have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.

After three (3) years from the date this Agreement is first executed the County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar County agreements by giving sixty (60) days' notice to Contractor.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

9. Non-discrimination.

Non-Discrimination - General. No person shall, on the grounds of age (over 40),

ancestry, creed, color, disability, marital status, medical condition, national origin, political or religious affiliation, race, sex, sexual orientation or any non-job-related criteria be excluded from participation in, be denied the benefits, or be subjected to discrimination under this AGREEMENT.

Non-Discrimination - Employment. Contractor shall ensure equal employment recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this AGREEMENT. Contractor's affirmative action policies shall be made available to County upon request.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to

- i) termination of this Agreement
- ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
- iii) liquidated damages of \$2,500 per violation;
- iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to

- i) examine Contractor's employment records with respect to compliance with this paragraph;
- ii) set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contractor between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- 10. Equal Benefits: With respect to the provision of employee benefits, Association shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- 11. Accessibility of Services to Handicapped Persons. If the Contractor will be providing

services directly to the public on behalf of San Mateo County, Contractor shall assure compliance with Section 504 of the Rehabilitation Act of 1973 by submitting a signed letter of assurance of compliance (Attachment I). Contractor shall be prepared to submit a self-evaluation and compliance plan to the County upon request within one year of the execution of this Agreement.

- 12. <u>Substitutions</u>: If particular people are identified in Exhibit A as working on this contract, the Contractor will not assign others to work in their place without written permission from the County. Any substitution shall be with a person of commensurate experience and knowledge.
- 13. <u>Sole Property of the County</u>: Any system or documents developed, produced or provided under this contract shall become the sole property of the County.
- 14. Access to Records. The County, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

Contractor shall maintain all required records for three years after County makes final payments and all other pending matters are closed.

16. Merger Clause. This Agreement, including Exhibit A attached hereto and incorporated herein by reference, constitutes the sole agreement of the parties hereto with regard to the matters covered in this Agreement, and correctly states the rights, duties and obligations of each party as of the document's date. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the County Purchasing Agent. In the event of a conflict between the terms, conditions or specifications set forth herein and those in Exhibit A attached hereto, the terms, conditions or specifications set forth herein shall prevail.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

| By | |
|------|---------------------------------|
| | President, Board of Supervisors |
| ATTE | ST: |
| | Clerk of Said Board |

COUNTY OF SAN MATEO

Contractor Signature

94-3269/49

Contractor's Tax I.D. Number or Social Security Number

225 Prado Rd. Suite D, San Luis Obispo, CA 93401 Contractor Address

EXHIBIT A

SCOPE OF SERVICES

Purpose

This document describes the scope of work Tenera Environmental shall use to conduct a marine resource assessment on the effects of human use at the James V. Fitzgerald Marine Reserve. The objective is to address the goals of the Reserve's Master Plan in determining whether there is a scientific basis for increasing natural resource protection at the Reserve and to determine whether the Reserve should be designated as a Marine Protected Area under the Marine Life Protection Act of 1999.

Scope of Work Services

Task 1: Create and Meet with a Technical Advisory Committee

- Develop the TAC. The role of the TAC will be to assist in identifying issues pertaining to marine resource conservation, evaluating the need for further studies to fill knowledge gaps, and providing input on resource management options. Tenera and the County will work jointly in forming the TAC. The TAC will be comprised of stakeholders from resource agencies and the general public. Contractor shall hold TAC meetings every other quarter for a total of three or four. Contractor shall schedule additional TAC meetings in the event special project needs arise as determined by the County. Contractor will develop the meeting agenda and will disseminate the agenda items to the TAC members prior to each meeting. Tenera will also be responsible for the meeting minutes.
- Seek input from the California Department of Fish and Game. Identification and recommendations for added resource protection may overlap CDF&G jurisdiction (e.g., fishing). Contractor shall seek CDF&G input through its MPA (Marine Protected Area) San Francisco Regional Work Group.

Task 2: Assess the Impacts of Human Activities

- Evaluate existing data on the status of the Reserve's marine resources. Contractor shall compile and summarize existing data collected at the Reserve to provide a resource assessment and to identify knowledge gaps.
- Evaluate existing data on visitor attendance. Contractor shall compile existing information on visitor attendance (e.g., Park data on visitor counts, numbers of bus visits, interviews with Park staff). Contractor shall conduct additional visitor surveys to verify and supplement the existing information.
- <u>Conduct new studies to fill knowledge gaps</u>. Contractor shall evaluate the need for new studies with the County and TAC, and conduct such studies as County

determines is needed. New studies may consist of specialized intertidal surveys (e.g., owl limpet, abalone, intertidal fish studies) to supplement Park data. Contractor shall develop study designs and sampling methodologies with input from the County and TAC.

- Determine the status of the marine communities. Harding, Lawson, and Associates (1993) furnished several lines of evidence indicating that historical levels of visitor use (daily maximums of ca. 2,000 people) had negative effects on the Reserve's marine biota. Since that study, visitor use during weekdays has been reduced to 300–500 people per day, mainly by limiting school bus visits. However, weekend use can exceed 500 people per day. Contractor shall use existing data and new studies to determine if the reduced levels of visitor use have resulted in improved or sustained abundances of marine biota in the Reserve.
- Incorporate findings from research in progress. A preliminary review of other research in progress near the Reserve is described in the Tenera proposal. Contractor shall also conduct further reviews of research theses, dissertations, and grey literature that may pertain to the Reserve and adjacent areas. The review will determine the validity of incorporating other study results in contractor's resource assessment on visitor use.
- <u>Incorporate anecdotal information</u>. Contractor shall conduct interviews with long-time residents to provide valuable information on historical aspects of the Reserve and what changes have been seen.
- Provide an assessment of the Reserve as spawning habitat. Contractor shall plan to complete a marine biological resource characterization that will provide further detail on the various habitats at the Reserve in terms of habitat types, extent, and associated species assemblages. Past descriptions have been general. An MPA evaluation will likely require habitat descriptions to be more specific with regards to species assemblages associated with each habitat type (e.g., mussel beds, surfgrass, kelp beds). The assessment will also describe any unique habitat features present at the Reserve.
- Determine the amount of resource degradation from sport and commercial fishing. Further studies and analyses may be necessary to more fully assess the effects of fishing at the Reserve. Contractor shall within the existing scope of work and contract services analyze the existing data from the Park monitoring program to assess the effects of fishing and determine any needs for additional data and studies to be conducted by Contractor as part of this Resource Assessment.
- Ensure that data compilation and new studies match what is needed for CDF&G review. Contractor shall work with the TAC and the CDF&G MPA Master Plan Team to ensure to the best practical level that new studies at the Reserve and the information acquired will be compatible with the process for proposing the Fitzgerald Marine Reserve as a candidate for MPA status.

Task 3: Propose what changes, if any, are needed to visitor use, access, data collection, and Reserve management.

- Provide management options that balance existing uses with increased conservation. Contractor shall develop a list of management options that lists the advantages and disadvantages of each option, including a set of preferred alternatives. Visitor attendance levels, access restrictions, specifying specific areas for public use versus research, seasonal or other timing limitations on access, partial closures, and rotation of site closures will be assessed and discussed. Increasing educational awareness, designation s of sensitive resource areas, and enforcement ('soft' and 'hard') will also be included in the management options. The rationale for each management option will be described to identify the preferred alternatives. Specific actions to minimize fishing impacts will also be addressed. Quotas, catch and release programs, and seasonal closures will be evaluated. However, these actions overlap with CDF&G jurisdiction, so any proposed changes to fishing practices will have to be made through the CDF&G. Contractor's management options shall include evaluations of the benefits of an onsite marine science education facility and its role in reducing visitor impacts.
- Develop long-term monitoring protocols to evaluate changes in resource management on the biological communities. Contractor shall institute a monitoring program to assess whether changes in resource management have resulted in positive (or negative) biological responses. This will require that studies on visitor use be conducted in parallel with biological studies. The existing protected areas of the intertidal at the Reserve could be further used in a manipulative experiment to evaluate the effects of visitor use and any changes in management. This would eliminate the need to collect data from outside the reserve for comparison. In addition, the results could be used in developing appropriate long-term monitoring options for each resource management alternative.
- Recommend whether the Reserve should be designated as a Marine Protected Area. Contractor shall identify and resolve impacts that relate to the overlap of CDF&G jurisdiction (e.g., fishing) at the Marine Reserve, which is undergoing a reclassification review by CDF&G as part of the MLPA process. This would include changes to the size of fully protected areas. Contractor shall work with the CDF&G Regional Work Group (San Francisco region) and MPA Master Plan committee to have the appropriate information available.

<u>Task 4: Evaluate How Specific Actions Will Affect Those Who Visit The Reserve And Those Who Fish In The Reserve And Adjacent Areas</u>

Incorporate input from the County and TAC on what the public is likely willing to
accept or reject regarding further restrictions on presently allowed uses.
 Contractor shall consider the benefits, advantages, and disadvantages for user
groups of proposed actions within the Reserve. Contractor shall strive to balance
our assessment of visitor use, especially for education, with necessary resource
protection. The taking of algae and invertebrates is not allowed in the Reserve,

except for commercial take of crab and lobster. Therefore, one of the few avenues still open to further conservation is fishing, directly affecting both commercial and recreational fishers. We expect a great deal of resistance from local fishermen on any further restrictions or a complete ban on fishing in the Reserve. Other conservation measures may include further reductions or limitations on visitor attendance in order to reduce trampling effects and associated handling of organisms. Accounts of poaching may also be used to identify target species that may show reduced abundances in the biological studies. Increased surveillance and enforcement may be recommended.

• Incorporate input from the County and TAC on how changes in use and Reserve management will affect local residents. Some local residents likely regard the Reserve as their 'backyard'. Consequently, changes in use may affect their freedom to use and enjoy the Reserve. For example, local residents may be in favor of reducing the numbers of visitors and bus trips to the Reserve, but may not be in favor to a ban on fishing. Contractor's assessment shall include perspectives from concerned local interests on various management options.

Task 5: Share The Results Of This Assessment With The Public And Other Interested Agencies Through At Least One Public Workshop.

- The first public workshop will be used to introduce the project. The County will first provide the background, history, and rationale for the resource assessment, including the goals and objectives of the assessment. The County will also introduce Contractor, including Dr. Steve Murray, as the selected consultant to complete the project. The Contractor using Dr. Murray will present the elements of the Resource Assessment, clarify the role of the TAC, and present the two-year time line process to compete the assessment that includes identification of issues and studies and analyses needed to address the issues. The process will consist of reviews of completed work, assessment and implementation of new studies and analyses to fill knowledge gaps, and the development of resource management options and preferred alternatives. The assessment process will also include communication and input from MPA Regional Work Group representatives and CDF&G in cases where resolving issues and developing management options at the Reserve overlap with CDF&G jurisdiction. The Contractor, including Dr. Murray, will be open to answering questions at the end of the presentation, and Contractor will be responsible for the meeting minutes. Public input and involvement can continue throughout the course of the project through a TAC representative.
- The second public workshop will present the assessment findings. The County will summarize the introductory elements of the first public workshop. The Contractor, using Dr. Murray, will present the technical aspects of the assessment that includes identification of issues, methods to address the issues, study findings, and criteria used in developing management options and preferred alternatives. The Contractor, including Dr. Murray, will answer questions at the end of the presentation, and will also be responsible for recording the meeting minutes. Contractor will take the lead in the second public workshop. Agenda

- items will include methodology, study findings, and criteria used in developing management options and preferred alternatives.
- All fees/costs associated with the Contractors use of Dr. Steven Murray shall be borne by the Contractor and included in the maximum contract amount of \$139,837.

Task 6: Prepare Monthly Status Reports On Work Progress And Schedules.

- Submit monthly reports. Contractor shall submit status reports bi-monthly during the life of this contract. Invoicing will be linked with the status reports. The reports will describe the work completed to date, deviations from planned activities, and work planned for the next reporting period, and the budget remaining for each task. Preliminary findings will be included as they are developed.
- <u>Submit final report</u>. Contractor shall precede the final report with an expanded outline for review by the County and TAC. Review comments will then be used by the Contractor to develop a draft report. The draft will describe the completed assessment, management options, and protocols for long-term monitoring. Review comments on the draft will then be resolved and incorporated by the Contractor in the final deliverable. The Contractor shall submit the final report to the CDF&G Regional Work Group (San Francisco region) for consideration in the MPA process. The final report prepared by the Contractor will include but will not be limited to:
 - Habitat values of the Reserve
 - o Assessment of visitor use impacts
 - Management options and preferred alternatives to increase resource protection
 - o Long-term monitoring plans and objectives

Task 7: The Project Must Be Completed By December 30, 2004

- Tenera will work with the County and TAC to refine schedules and budget allocations. The first step is to create the TAC and conduct the first public meeting. The planning for subsequent meetings further discussed below. The review phase of existing information is expected to be a large initial portion of the project. Identification, development, and implementation of new studies will follow. The iterative process of developing and analyzing management recommendations will begin in the latter part of 2003. The fourth quarter of 2004 will be devoted to preparing the draft and final deliverables. Contractor shall remain flexible to possible changes in the scope of work and redirection of tasks and budget as new issues and concerns arise.
- Maintain communication throughout the project. The number of TAC meetings will be finalized with Tenera, the County, and the TAC members. We have tentatively planned for the TAC meetings to occur every other quarter for a total of three or four, depending on the project start. Additional TAC meetings may be

scheduled throughout the course of the project in the event special project needs arise. However, the total number of TAC meetings will be kept to the minimum possible as determined by the County to control costs. Each TAC meeting will be preceded by a planned agenda. A large part of project communication will also occur via conference calls and email.

• The Draft and Final Reports will be provided by Tenera Environmental hard copy, camera-ready copy, and in electronic format (pdf). The Draft Report shall be submitted at the beginning of the fourth quarter of 2004, and the final shall be submitted in the middle to end of fourth quarter of 2004. Tenera Environmental shall give a Power Point presentation of the Final Report to the County Park and Recreation Commission. County Parks shall be provided a copy of the Power Point presentation.

Task 8: Project schedule.

The County will determine the start date; contractor must complete project by December 30, 2004. Contractor shall adhere to the final schedule as determined by the County.

Schedule for completing the Fitzgerald Marine Reserve resource assessment: The actual times of the tasks will shift according to the start date determined by the County.

| | | 2003 | | | 2004 | | | |
|-------------------------------------|----|------|----|----|------|----------|----|----|
| · · | Q1 | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 |
| TASK 1: TAC Meetings | • | | • | | • | , . ! | • | |
| TASK 2: Data Review and Analysis | • | • | • | • | • | • | | |
| TASK 3: Management Recommendations | | | | • | • | • | • | |
| TASK 4: Analysis of Recommendations | | | | • | • | • | • | - |
| TASK 5: Public Workshops | | | • | | - | | • | |
| TASK 6: Reporting | • | . • | • | • | • | • 1 | • | • |

EXHIBIT B

COMPENSATION

Project Budget

The Contractor shall complete all project tasks within the maximum contract amount of \$139,837, and at its sole cost and expense. Contractor shall submit status reports bimonthly during the life of this contract. Invoicing will be linked with the status reports. The reports will describe the work completed to date, deviations from planned activities, and work planned for the next reporting period, and the budget remaining for each task. Preliminary findings will be included as they are developed.

Budget Summary of Tasks by Quarter

The tasks to be performed by quarter may shift slightly depending on the start date and as determined by the County. Contractor shall adhere to the schedule for completion as specific tasks are determined by the County.

| | | 20 | 03 | | | 200 | 4 | |
|---------------------------------------|----------|----------|----------|----------|----------|----------|----------|----------|
| Project Task | Qı | Q2 | Q3 | Q4 | Q1 | Q2 | Q3 | Q4 |
| Task 1: TAC Meetings | \$5,949 | | \$5,949 | | \$5,949 | | \$5,949 | |
| Task 2: Data Review and Analysis | \$6,213 | \$15,532 | \$15,532 | \$6,213 | \$6,213 | \$12,425 | | |
| Task 3: Management Recommendations | | | | \$4,015 | \$4,015 | \$4,015 | \$4,015 | |
| Task 4: Analysis of Recommendations | | | | \$2,400 | \$2,400 | \$2,400 | \$2,400 | |
| Task 5: Public Workshops | | | \$4,152 | | | | \$4,152 | |
| Task 6: Reporting | \$998 | \$998 | \$998 | \$998 | \$998 | \$998 | \$6,983 | \$6,983 |
| Quarterly Subtotals | \$13,159 | \$16,529 | \$26,630 | \$13,625 | \$19,574 | \$19,838 | \$23,499 | \$6,983 |
| Annual Subtotals | | | | \$69,944 | | | | \$69,893 |

Project Total= \$139,837

Summary of Budget Categories and Costs

| <u></u> | Task 1: TAC Mtgs. | Task 2: Data Review | Task 3: Mgmt. | Task 4: Analysis of | Task 5: Public | Task 6: Reporting | |
|----------------------|----------------------|------------------------|---------------------|------------------------|-------------------|----------------------|-------------------|
| Budget Category | • | and Analysis | Recommenda tions | Recommenda tions | Workshops | | Category Total |
| Tenera Labor | \$14,840 | \$48,200 | \$9,080 | \$6,760 | \$6,200 | \$16,880 | \$101,960 |
| Travel | \$2,883 | \$8,556 | \$0 | \$0 | \$564 | \$0 | \$12,003 |
| Outside Services | \$5,784 | \$2,380 | \$6,520 | \$2,840 | \$1,000 | \$2,150 | \$20,674 |
| Supplies & Materials | \$0 | \$1,840 | \$460 | \$0 | \$460 | \$920 | \$3,680 |
| Equipment Lease | \$290 | \$1,150 | \$0 | \$0 | \$80 | \$0 | \$1,520 |
| Task Total | \$23,797 | \$62,126 | \$16,060 | \$9,600 | \$8,304 | \$19,950 | \$139,837 |
| Percent of Total | 17.0 | 44.4 | 11.5 | 6.9 | 5.9 | 14.3 | . , |

Tenera Environmental's Labor Rates

The labor costs used in calculating the project budget were based on Tenera's 2002 labor rates.

Tenera Labor Rates (fully burdened) for Year 2002

| Labor Category | Hourly Rate | | |
|---------------------------|-------------|--|--|
| Director | \$130 | | |
| Principal | \$95 | | |
| Project Manager | \$80 | | |
| Senior Scientist | \$80 | | |
| Technical Editor | \$80 | | |
| Scientist | \$65 | | |
| Senior Data Analyst | \$65 | | |
| Senior Research Assistant | \$50 | | |
| Research Assistant II | \$40 | | |
| Research Assistant I | \$30 | | |
| | | | |