PROJECT SPONSOR AGREEMENT
City Manager's Office
701 Laurel St., Menlo Park, CA 94025
tel 650-330-8620

AGREEMENT BETWEEN
THE CITY OF MENLO PARK AND MENLO PARK PORTFOLIO II, LLC

THIS AGREEMENT made and entered into at Menlo Park, California, this 28th day of June, 2018, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and Menlo Park Portfolio II, LLC, hereinafter referred to as "FIRST PARTY."

WITNESSETH:

WHEREAS, Menlo Park Portfolio II, LLC, on behalf of Tarlton Properties, proposes to redevelop the property addressed 1350 Adams Court (Assessor's Parcel Number 055-472-030), Menlo Park, with approximately 260,000 square-foot (sf) building for life science uses. The proposed building would be composed of three five-story modules offset from each other. Access to the project site would be provided via Adams Drive and Adams Court, with a potential future public connection through the Facebook property to the west. The site would be constructed, hereinafter referred to as the "Tarlton Properties Project"; and

WHEREAS, the City has determined that the Tarlton Properties Project requires the evaluation of the water system analysis; and

WHEREAS, FIRST PARTY is licensed to perform said services and desires to and does hereby undertake to perform said services.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND CONDITIONS of each of the parties hereto, it is hereby agreed as follows:

1. SCOPE OF WORK

The City in its sole discretion has selected West Yost Associates, Inc., (the Consultant) to prepare the water system analysis for the Tarlton Properties Project, as described in Exhibit A.
2. COMPENSATION AND PAYMENT

The City in its sole discretion has determined that the amount of compensation to be paid to the Consultant shall be the not to exceed sum of up to $29,100 for the water system analysis; and

The amount of such compensation to be paid to the Consultant by the Project Sponsor and/or Owner shall be the sole sources of compensation to the Consultant for the work on the water system analysis and, therefore, shall be paid solely from City funds by the City; and

The Project Sponsor agrees (a) to pay the City the sum of $29,100.00 for the preparation of the water system analysis, (b) to bear the sole financial responsibility for defending any lawsuit challenging the Project on any ground, and (c) to defend and indemnify the City against any such lawsuit, including attorney’s fees and costs incurred as a result thereof; and

Upon completion or abandonment of the Tarlton Properties Project, all sums paid to the City by the Project Sponsor under the terms of this Agreement shall be refunded to the Project Sponsor if the sum has not been paid by the City and is not due or claimed by the Consultant or other claimant.

3. SCHEDULE OF WORK

The City shall monitor the performance by the Consultant of the contract for the preparation of the water system analysis. The City’s obligation shall be limited to normal contract monitoring and shall not include City Attorney or other review of the legal adequacy of the traffic analysis. The Consultant shall conduct research and arrive at conclusions independently of the control and direction of the City or any City official other than normal contract monitoring. The Project Sponsor shall have no control or direction of the work of the Consultant.

4. NOTICE

All notices hereby required under this agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid or by overnight courier service. Notices required to be given to CITY shall be addressed as follows:

Kyle Perata
Community Development
701 Laurel Street
Menlo Park, CA 94025
650-330-6721
ktperata@menlopark.org

Notices required to be given to FIRST PARTY shall be addressed as follows:

Ron Kriitemeyer
Menlo Park Portfolio II LLC
1530 O’Brien Drive, Suite C
Menlo Park, CA 94025

Provided that any party may change such address by notice, in writing, to the other party and thereafter notices shall be addressed and transmitted to the new address
5. **OWNERSHIP OF WORK PRODUCT**

Work products for this project, which are delivered under this agreement or which are developed, produced and paid for under this agreement, shall become the property of CITY and the applicant.

6. **TERMINATION OF AGREEMENT**

It is understood and agreed that the City has no responsibility for the legal adequacy of the traffic analysis and that the legal adequacy of the traffic analysis is the sole responsibility of the Project Sponsor and its attorneys, and that the City may terminate this Agreement upon 10 days written notice.

If the Project Sponsor, in writing, withdraws all applications for discretionary land use entitlements for the Project or states its intent not to proceed with the Project (a "Withdrawal Notice"), then City agrees to give a 10-day termination notice to the Consultant after receipt of the Withdrawal Notice. The Project Sponsor shall remain responsible for all costs incurred by the Consultant prior to the effective date of the termination notice. All notices under this Agreement shall be given in writing by overnight mail or overnight private courier to the address in Section 4 "Notice" and shall be deemed received the next business day following delivery to the U.S. Postal Service or private courier.

7. **ENTIRE AGREEMENT**

This document constitutes the sole agreement of the parties hereto relating to said project and states the rights, duties, and obligations of each party as of the document's date. Any prior agreement, promises, negotiations, or representations between parties not expressly stated in this document are not binding. All modifications, amendments, or waivers of the terms of this agreement must be in writing and signed by the appropriate representatives of the parties to this agreement.

(Signatures on the following page)
IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

FOR FIRST PARTY:

Signature

[Signature]

Printed name

[Printed Name]

Tax ID#

APPROVED AS TO FORM:

[Signature]

William L. McClure, City Attorney

FOR CITY OF MENLO PARK:

[Signature]

Alex D. McIntyre, City Manager

ATTEST:

[Signature]

Judi A. Herren, City Clerk

Date

[Date]

Title

Date

[Date]

Date

[Date]
State of California  
County of San Mateo  

On June 7, 2018 before me, Kristen Roccaforte, notary public, personally appeared John C. Tarlton

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Signature: Kristen Roccaforte
Signature of Notary Public

Description of Attached Document
Title or Type of Document: Project Sponsor Agreement  
Document Date: 
Number of Pages: 
Signer(s) Other Than Named Above: 

Capacity(ies) Claimed by Signer(s)
Signer’s Name: 
☐ Corporate Officer  ☐ Title(s):
☐ Partner  ☐ Limited  ☐ General
☐ Individual  ☐ Attorney in Fact
☐ Trustee  ☐ Guardian or Conservator
☐ Other:
Signer Is Representing:

Place Notary Seal Above

OPTIONAL
Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.
<table>
<thead>
<tr>
<th>Document Name/Type</th>
<th>☐ AIA Contract ☐ Change Order ☐ Other</th>
<th>Date</th>
<th>6/21/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bldg Name</td>
<td>MPP-II 1350 Adams Court</td>
<td>Bldg ID</td>
<td>4356</td>
</tr>
<tr>
<td>Tenant/Contractor</td>
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<td></td>
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<tr>
<td>Project</td>
<td>Redevelopment</td>
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</tr>
<tr>
<td>Contract Dollar Amount</td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

**Signature Block:**

MENLO PARK PORTFOLIO II, LLC, a Delaware limited liability company

By: GAVI PREHC HC, LLC, a Delaware limited liability company, its co-managing member

By: PRINCIPAL REAL ESTATE INVESTORS, LLC, a Delaware limited liability company, authorized signatory

By: [Signature]
Name: Jeffrey D. Uittenbogaard
Title: Investment Director

Asset Management

By: [Signature]
Name: 
Title: 

By: TPI INVESTORS 11, LLC, a California limited liability company, its managing member

By: [Signature]
Name: John C. Tarlton
Title: CEO


STATE OF IOWA      
COUNTY OF POLK  

On June 21, 2018, before me, Kristin Blackman, a Notary Public in and for said state, personally appeared Jeffrey D. Totten and

personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons or the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the state of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Notary Public in and for said State

[Notary Seal]

Kristin Blackman
Commission Number 790219
My Commission Expires
May 29, 2021
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Mateo  

On June 19, 2018 before me, Kristen Roccaforte, notary public  

Date  
Personally appeared John C. Taitten  

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Project Sponsor Agreement  
Document Date:  
Number of Pages:  
Signer(s) Other Than Named Above:  

Capacity(ies) Claimed by Signer(s)
Signer’s Name:  
☐ Corporate Officer — Title(s):  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other:  
Signer Is Representing:  

Signer’s Name:  
☐ Corporate Officer — Title(s):  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other:  
Signer Is Representing:  

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907
March 8, 2018

Azalea A. Mitch, PE
City Engineer
Menlo Park Municipal Water
701 Laurel Street
Menlo Park, CA 94025

SUBJECT: Proposal for Engineering Services – Preparation of a Water Supply Assessment for the Proposed 1350 Adams Court Project

Dear Azalea:

As requested, the following is West Yost Associates’ (West Yost) proposed Scope of Work to provide Menlo Park Municipal Water (MPMW) with engineering services related to the preparation of a Water Supply Assessment (WSA) for the proposed 1350 Adams Court Project (Proposed Project) located in Menlo Park, California, and within MPMW’s service area.

PROJECT UNDERSTANDING

The Proposed Project is located at 1350 Adams Court in the Bayfront Area of MPMW’s service area and consists of a new five-story, approximately 260,000 square foot research and development (R&D) building. The proposed building would be located on a portion of the existing property that is currently undeveloped and therefore, would result in an increase of 260,000 square feet of building space. The Proposed Project site currently has a R&D building of approximately 188,000 square feet and therefore, the total gross floor area at the site would be approximately 448,000 square feet after implementation of the Proposed Project. The Proposed Project would also update the site landscaping around the proposed building.

California Senate Bill 610 (SB 610) amended state law, effective January 1, 2002, to improve the link between information on water supply availability and certain land use decisions made by cities and counties. SB 610 sought to promote more collaborative planning between local water suppliers and cities and counties, requiring detailed information regarding water availability to be provided to the city and county decision-makers prior to approval of specified large development projects. The purpose of this coordination is to ensure that prudent water supply planning has been conducted and that planned water supplies are adequate to meet existing demands, anticipated demands from approved projects and tentative maps, and the demands of proposed projects.
SB 610 amended California Water Code sections 10910 through 10915 (inclusive) to require land use lead agencies to:

- Identify any public water purveyor that may supply water for a proposed development project; and
- Request a WSA from the identified water purveyor.

The purpose of the WSA is to demonstrate the sufficiency of the purveyor’s water supplies to satisfy the water demands of the proposed project, while still meeting the water purveyor’s existing and planned future uses. Water Code sections 10910 through 10915 delineate the specific information that must be included in the WSA.

The Proposed Project will be served by MPMW’s existing potable water system. Based on the description of the Proposed Project, a WSA will be required in compliance with the requirements of SB 610.

Our proposed Scope of Work to prepare the WSA is described below.

**SCOPE OF WORK**

**Task 1. Evaluate Potable Water Demands for Buildout of the Proposed Project**

MPMW evaluated future water demands for future planned development in the Bayfront Area, including the Proposed Project site, in a 2016 Water Supply Evaluation (2016 WSE) prepared for ConnectMenlo, which updated the City’s General Plan land use and circulation elements. These future water demands were accounted for in MPMW’s 2015 Urban Water Management Plan (2015 UWMP). In this task, West Yost will review the current development plans for the Proposed Project and calculate potable water demands for the Proposed Project, and compare those with water demands previously calculated in the 2016 WSE and included in MPMW’s 2015 UWMP.

**Task 1-1. Review Available Data**

Under this task, West Yost will review available data on the Proposed Project, including the number and type of proposed commercial buildings, square footages of non-residential buildings, number of stories, anticipated occupancy, anticipated landscape area, recycled water use areas, etc.

**Task 1-2. Calculate Water Demands for Proposed Project**

Based on the information collected and reviewed in Task 1-1, West Yost will calculate the potable water demands for buildout of the Proposed Project. Previous water demand projections prepared for MPMW’s Water System Master Plan (WSMP) will be reviewed to assess any changes in the projected demands within the Water Analysis Zone in which the Proposed Project is located.

West Yost will also coordinate with the City and Project Proponents to understand any water conservation measures to be incorporated into the Proposed Project, including water efficient fixtures and landscaping which may reduce potable water use at the Proposed Project site, and/or any plans for on-site treatment and reuse of wastewater which may result in potable water demand
offsets. MPMW does not currently supply non-potable (recycled water), and no non-potable water demand projections are included in MPMW’s 2015 UWMP. As such, no non-potable (recycled water) demands for the Proposed Project will be assumed to be met by MPMW (except those met through on-site treatment and reuse of wastewater).

The calculated potable water demands for the Proposed Project site will be compared with those calculated for the 2016 WSE and included in MPMW’s 2015 UWMP.

**Work Products:** West Yost will submit preliminary potable water calculations for the Proposed Project to MPMW for review and comment prior to proceeding with Task 2. West Yost has budgeted one (1) meeting with MPMW staff to discuss comments on both the preliminary potable water demands.

**Task 2. Prepare Water Supply Assessment**

West Yost will prepare a WSA for the Proposed Project in accordance with the requirements of SB 610 (as adopted in the California Water Code as Sections 10910-10915). The WSA will be based on information provided by MPMW and Project Proponents.

Projected potable water demands for the Proposed Project will be based on those calculated in Task 1. The existing and future water supply quantities and supply reliability will be as documented in MPMW’s 2015 UWMP.

The WSA will include the following:

1. A description of the Proposed Project, including location, overall area, number of parcels, type of proposed development, and proposed phasing, if applicable;
2. An estimation of the total water demand associated with buildout of the Proposed Project (no phasing will be evaluated in the WSA);
3. A description of MPMW’s current and future water supply and demand conditions, including supply entitlement and contractual amounts, supply reliability under varying hydrologic condition, and existing and anticipated future water demands;
4. A description of determinations as required by SB 610, including:
   a) If the Proposed Project is subject to the requirements of the California Environmental Quality Act (CEQA),
   b) If the Proposed Project meets the SB 610 definition of a Project,
   c) Identification of MPMW as the responsible water system, and
   d) If MPMW’s 2015 UWMP includes the water demands for the Proposed Project.
5. A water supply assessment for the Proposed Project including the following:
   a) Identification of existing water supplies for the Proposed Project and demonstration that said supplies exist,
   b) If inadequate supplies exist, identification and evaluation of options to meet water supply deficit,
c) Evaluation of the sufficiency and reliability of the proposed supply for the Proposed Project,

d) Identification of any potential conflicts that may arise from the exercise of water supply entitlements required for the Proposed Project, and

e) Proposed use and sufficiency of groundwater supplies (based on existing available data and studies).

6. A determination of sufficiency of existing and future supply for the Proposed Project in accordance with the requirements of SB 610.

**Work Products:** Three (3) hard copies of the Draft WSA Report, as well as one electronic copy (in PDF format), will be submitted to MPMW for review and comment. West Yost will attend one (1) review meeting to discuss comments on the Draft WSA Report. Following receipt of comments on the Draft WSA Report, West Yost will prepare and submit three (3) hard copies and one PDF copy of the Final WSA Report.

**Task 3. Project Management, Meetings and Coordination**

West Yost will keep MPMW staff informed as to progress on the above tasks via regularly scheduled conference calls. During the conference calls, West Yost will report on progress for on-going tasks and discuss any issues being encountered.

As described in the tasks above, West Yost also anticipates in-person meetings with MPMW and Project Proponents at key milestones of this Project. Meetings at the following milestones are anticipated and included in this Scope of Work:

- One (1) project kickoff meeting to discuss the approach for the preparation of the WSA (assumes one kickoff meeting for Proposed Project combined with kickoff meeting for WSAs for two adjacent projects (Commonwealth Corporate Center Project and Facebook Willow Village Project);

- One (1) meeting at the completion of Task 1 to discuss the potable water demand calculations for the Proposed Project;

- One (1) meeting at the completion of Task 2 to discuss any questions or comments on the Draft WSA for the Proposed Project; and

- Attendance at the City of Menlo Park Council Meeting when the Final WSA is considered for adoption to be available to respond to any questions that may arise.

Additional meetings beyond those described above are not included in this Scope of Work, but could be added with an approval and associated budget augmentation by MPMW.

**BUDGET**

West Yost will perform the basic Scope of Work described above on a time-and-materials basis for a not-to-exceed budget of $29,100. The estimated level of effort and costs associated with performing the basic Scope of Work described above are summarized in Table 1.
Table 1. Estimated Level of Effort and Costs

<table>
<thead>
<tr>
<th>Description</th>
<th>Level of Effort, hours</th>
<th>Costs, dollars</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1. Evaluate Potable Water Demands for Buildout of the Proposed Project</td>
<td>34</td>
<td>$7,000</td>
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<td>Task 2. Prepare Water Supply Assessment</td>
<td>84</td>
<td>$15,900</td>
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<tr>
<td>Task 3. Project Management, Meetings and Coordination</td>
<td>25</td>
<td>$6,200</td>
</tr>
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<td><strong>Total</strong></td>
<td><strong>143</strong></td>
<td><strong>$29,100</strong></td>
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The budget presented in Table 1 above assumes that West Yost will be preparing the WSA for the Proposed Project (1350 Adams Court) in parallel with West Yost’s preparation of separate WSAs for two adjacent projects (Commonwealth Corporate Center Project and Facebook Willow Village Project). Preparation of all three WSAs in parallel does result in a reduced cost for each WSA due to a shared cost of common elements that will need to be included in each WSA. As such, additional budget may be required if one or both of the other WSAs does not move forward.

West Yost will perform all work on a time and materials basis at our 2018 Billing Rate Schedule (attached), and will not exceed the estimated cost without written authorization. If additional work is identified that is not included in this scope of work, we will perform additional work only after receipt of MPMW’s written authorization.

**SCHEDULE**

West Yost will commence work on this Project immediately upon receiving Notice to Proceed from MPMW. West Yost understands that MPMW would like to complete the Final WSA within 90 days of the Notice to Proceed. Based on this schedule, The Draft WSA will be completed within eight (8) weeks of the Notice to Proceed, assuming that required information on the Proposed Project is received in a timely manner. The Final WSA will be completed within two (2) weeks after receiving comments on the Draft WSA.

We look forward to assisting MPMW with this important project. Please do not hesitate to call me if you have any questions or need additional information.

Sincerely,
WEST YOST ASSOCIATES

Polly L Boissevain
Engineering Manager II
RCE #36164

PLB: ETD:jb

Attachments: 2018 Billing Rate Schedule
# 2018 Billing Rate Schedule

(Effective January 1, 2018 through December 31, 2018)

<table>
<thead>
<tr>
<th>POSITIONS</th>
<th>LABOR CHARGES (DOLLARS PER HR)</th>
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<tr>
<td>Principal/Vice President</td>
<td>$269</td>
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<tr>
<td>Engineering/Scientist/Geologist Manager I / II</td>
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<tr>
<td>Principal Engineer/Scientist/Geologist I / II</td>
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<td>Senior Engineer/Scientist/Geologist I / II</td>
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<td>Associate Engineer/Scientist/Geologist I / II</td>
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<td>Engineering Aide</td>
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<td>Administrative I / II / III / IV</td>
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<td><strong>ENGINEERING TECHNOLOGY</strong></td>
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<tr>
<td>Principal Tech Specialist I / II</td>
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<tr>
<td>GIS Analyst</td>
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<tr>
<td>Technical Specialist I / II / III / IV</td>
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<tr>
<td>CAD Manager</td>
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<td>CAD Designer I / II</td>
<td>$122 / $136</td>
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<td><strong>CONSTRUCTION MANAGEMENT</strong></td>
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<td>Senior Construction Manager</td>
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<td>Construction Manager I / II / III / IV</td>
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<td>Apprentice Inspector</td>
<td>$123</td>
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<td>CM Administrative I / II</td>
<td>$67 / $90</td>
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- Technology and Communication charges including general and CAD computer, software, telephone, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses will be billed at 6% of West Yost labor.
- Outside Services such as vendor reproductions, prints, shipping, and major West Yost reproduction efforts, as well as Engineering Supplies, etc. will be billed at actual cost plus 15%.
- Mileage will be billed at the current Federal Rate and Travel will be billed at cost.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness, research, technical review, analysis, preparation and meetings billed at 150% of standard hourly rates. Expert witness testimony and depositions billed at 200% of standard hourly rates.
- A Finance Charge of 1.5% per month (an Annual Rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

* This schedule is updated annually
2018 Billing Rate Schedule (continued)
(Effective January 1, 2018 through December 31, 2018) *

Equipment Charges

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<tr>
<th>EQUIPMENT</th>
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<td>Hydrant Pressure Gage</td>
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<td>Hydrant Pressure Recorder, Standard</td>
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<td>Hydrant Pressure Recorder, Impulse (Transient)</td>
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<td>Trimble GPS – Geo 7x</td>
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<td>Vehicle</td>
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<td>Water Flow Probe Meter</td>
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<td>Water Quality Multimeter</td>
<td>$185/day</td>
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<tr>
<td>Well Sounder</td>
<td>$30/day</td>
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* This schedule is updated annually