

**PROFESSIONAL SERVICES AGREEMENT
WELL USE IMPACTS ON STREAMFLOW
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
LACO ASSOCIATES, INC.**

This Agreement, entered into this ____ day of _____, 2023, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and LACO ASSOCIATES, INC., a California Corporation, hereinafter referred to as "CONTRACTOR," is made upon the following considerations:

WHEREAS, COUNTY, by and through its Planning and Building Department – Long Range Planning, desires to retain a qualified professional to undertake hydrologic studies on the potential impacts from production of groundwater from wells in three to five sub watersheds with the goal of creating a model to help streamline and simplify hydrologic studies required for permitting cannabis projects; and

WHEREAS, such work involves the performance of professional, expert and technical services of a temporary and occasional character; and

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, CONTRACTOR represents that it is adequately trained, skilled, experienced and qualified to undertake the hydrologic studies required by COUNTY.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

CONTRACTOR agrees to provide the services described in Exhibit A – Scope of Services, which is attached hereto and incorporated herein by reference as if set forth in full. In providing such services, CONTRACTOR agrees to fully cooperate with the Planning and Building Department Director, or a designee thereof, hereinafter referred to as "Director."

2. TERM:

This Agreement shall begin upon execution by both parties and shall remain in full force and effect for two [2] years, unless sooner terminated as provided herein.

3. TERMINATION:

A. Termination for Cause. COUNTY may, in its sole discretion, immediately terminate this Agreement, if CONTRACTOR fails to adequately perform the services required hereunder, fails to comply with the terms or conditions set forth herein, or violates any local, state or federal law, regulation or standard applicable to its performance hereunder.

B. Termination Without Cause. COUNTY may terminate this Agreement without cause upon thirty

(30) days advance written notice which states the effective date of the termination.

- C. Termination due to Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONTRACTOR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Compensation Upon Termination. In the event this Agreement is terminated, CONTRACTOR shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by CONTRACTOR.

4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is Two Hundred Eighty-Nine Thousand Five Hundred Dollars (\$289,500.00). CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable hereunder or terminate this Agreement as provided herein.
- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit B – Schedule of Rates, which is attached hereto and incorporated herein by reference as if set forth in full.
- C. Additional Services. Any additional services not otherwise provided for herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without written authorization by COUNTY. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.

5. PAYMENT:

CONTRACTOR shall submit to COUNTY monthly invoices itemizing all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement. Invoices shall be in a format approved by, and shall include backup documentation as specified by, Director and the Humboldt County Auditor-Controller. CONTRACTOR shall submit a final invoice for payment within thirty (30) days following the expiration or termination date of this Agreement. Payment for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement shall be made within thirty (30) days after the receipt of approved invoices. Any and all invoices submitted by CONTRACTOR shall be sent to COUNTY at the following address:

COUNTY: Planning and Building Department– Administrative Services
Attention: Suzanne Lippre, Administrative Analyst
3015 H Street
Eureka, CA 95501

6. NOTICES:

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Planning and Building Department– Administrative Services
Attention: Suzanne Lippre, Administrative Analyst
3015 H Street
Eureka, CA 95501

CONTRACTOR: LACO Associates, Inc.
Attention: Michael Nelson, President
21 W. Fourth Street
Eureka, CA 95501

7. REPORTS:

CONTRACTOR agrees to provide COUNTY with any and all reports that may be required by any local, state and/or federal agencies for compliance with this Agreement. CONTRACTOR shall submit one (1) hard copy and one (1) electronic copy of any and all reports required hereunder in a format that complies with the Americans with Disabilities Act and any other applicable accessibility laws, regulations and standards. Any and all reports required hereunder shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.

8. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. CONTRACTOR agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided pursuant to the terms and conditions of this Agreement, and to maintain and preserve said records for at least three (3) years from the date of final payment hereunder, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. Such records shall be original entry books with a general ledger itemizing all debits and credits for the services provided pursuant to the terms and conditions of this Agreement.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the services provided pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder.

CONTRACTOR hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state and/or federal agencies. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any other duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs of administering this Agreement.

- C. Audit Costs. In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONTRACTOR's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

CONTRACTOR agrees that COUNTY has the right to monitor all activities related to this Agreement, including, without limitation, the right to review and monitor CONTRACTOR's records, policies, procedures and overall business operations, at any time, in order to ensure compliance with the terms and conditions of this Agreement. CONTRACTOR will cooperate with a corrective action plan, if deficiencies in CONTRACTOR's records, programs or procedures are identified by COUNTY. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of CONTRACTOR's performance hereunder.

10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this Agreement, CONTRACTOR may receive information that is confidential under local, state or federal law. CONTRACTOR hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation: the attorney-client privilege, the deliberative process privilege, California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.

- B. Continuing Compliance with Confidentiality Requirements. The parties acknowledge that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

11. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by local, state, or federal laws or regulations. Nothing herein shall be construed to require the employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. CONTRACTOR further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Sections 8101, et seq. of Title 2, of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

12. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, CONTRACTOR certifies that it is not a Nuclear Weapons Contractor, in that CONTRACTOR is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear-Free Humboldt County Ordinance. CONTRACTOR agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONTRACTOR subsequently becomes a Nuclear Weapons Contractor.

13. DRUG-FREE WORKPLACE CERTIFICATION:

By executing this Agreement, CONTRACTOR certifies that it will provide a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, *et seq.*), by doing all of the following:

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. CONTRACTOR's policy of maintaining a drug-free workplace;
 - 3. Any available counseling, rehabilitation and employee assistance programs; and
 - 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services hereunder will:
 - 1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and
 - 2. Agree to abide by CONTRACTOR's Drug-Free Policy as a condition of employment.
- D. Effect of Non-Compliance. Failure to comply with the requirements set forth herein may result in termination of this Agreement and/or ineligibility for award of future contracts.

14. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. CONTRACTOR shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, CONTRACTOR's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.
- B. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to CONTRACTOR's performance hereunder regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

15. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONTRACTOR is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been

complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

- A. General Insurance Requirements. Without limiting CONTRACTOR's indemnification obligations set forth herein, CONTRACTOR, and its subcontractors, shall take out and maintain, throughout the term of this Agreement, and any extensions thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONTRACTOR and its agents, officers, directors, employees, assignees or subcontractors:
1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
 2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).
 3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers.
 4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which CONTRACTOR may be exposed to liability regarding the services provided pursuant to the terms and conditions of this Agreement. CONTRACTOR shall require that such coverage be incorporated into its professional services agreements with any other entities.
- B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:
1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as "XCU Hazards."

- c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice requirements set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
 3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.
 4. For claims related to this Agreement, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR's insurance and will not be used to contribute therewith.
 5. Any failure to comply with the provisions of this Agreement shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.
 6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.
 7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.

- C. Insurance Notices. Any and all insurance notices required hereunder shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

CONTRACTOR: LACO Associates, Inc.
Attention: Michael Nelson, President
21 W. Fourth Street
Eureka, CA 95501

16. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. CONTRACTOR shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

17. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. CONTRACTOR agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- B. Licensure Requirements. CONTRACTOR agrees to comply with any and all local, state and federal licensure, certification and accreditation requirements and standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- C. Accessibility Requirements. CONTRACTOR agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 1135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.
- D. Conflict of Interest Requirements. CONTRACTOR agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, COUNTY's Conflict of Interest Code, all as may be amended from time to time.

18. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations or

conditions that may affect the terms, conditions or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

19. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

In the event any law, regulation or standard referred to herein is amended during the term of this Agreement, the parties agree to comply with the amended provision as of the effective date thereof.

20. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

21. ASSIGNMENT:

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by CONTRACTOR in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

22. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

23. WAIVER OF DEFAULT:

The waiver by either party of any breach of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement which may then exist on the part of CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any funds disbursed to CONTRACTOR which COUNTY determines were not expended in accordance with the terms of this Agreement.

24. AMENDMENT:

This Agreement may be amended at any time during the term of this Agreement upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

25. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this

Agreement.

26. STANDARD OF PRACTICE:

CONTRACTOR warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONTRACTOR's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

27. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this Agreement prepared and/or submitted by CONTRACTOR shall become the property of COUNTY. However, CONTRACTOR may retain copies of such documents, information and reports for its records. In the event this Agreement is terminated, CONTRACTOR shall promptly turn over all such documents, information and reports to COUNTY without exception or reservation.

28. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

29. ADVERTISING AND MEDIA RELEASE:

Any and all informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. CONTRACTOR shall inform COUNTY of all requests for interviews by the media related to this Agreement before such interviews take place; and COUNTY shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given to Director in accordance with the notice requirements set forth herein.

30. SUBCONTRACTS:

CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided pursuant to the terms and conditions of this Agreement. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement. CONTRACTOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including, without limitation, any and all services provided by third-parties under subcontracts, whether approved by COUNTY or not.

31. ATTORNEYS' FEES:

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the party prevailing in said action shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, the reasonable value of services rendered by the Humboldt

County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

32. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section 3.D– Compensation Upon Termination, Section 8– Record Retention and Inspection, Section 10 – Confidential Information and Section 14 – Indemnification shall survive the expiration or termination of this Agreement.

33. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

34. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

35. INDEPENDENT CONSTRUCTION:

The titles of the sections and subsections set forth herein are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

36. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

37. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

38. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

39. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

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

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

LACO ASSOCIATES, INC:

By: Michael D. Nelson
Name: Michael D. Nelson
Title: President

Date: 2-21-23

By: Michelle Ellena
Name: Michelle Ellena
Title: Secretary

Date: 02/21/2023

COUNTY OF HUMBOLDT:

By: _____
John H. Ford, Director
Humboldt County Planning and Building Department

Date: _____

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: Krista Freeman
Risk Management

Date: 3-09-2023

LIST OF EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Schedule of Rates

EXHIBIT A
SCOPE OF SERVICES
LACO ASSOCIATES, INC.

FOR
County of Humboldt Planning and Building Department
LACO Project No. 7451.33

County of Humboldt (Client) has requested additional professional services from LACO Associates (LACO) in furtherance of permitting standards for commercial/agricultural water supply wells.

PROJECT UNDERSTANDING

Since the adoption of the Commercial Cannabis Land Use Ordinance (CCLUO) on May 8, 2018, which restricted the use of surface water diversions for cannabis irrigation, the County has received well permit applications from cannabis facilities requesting to install new groundwater wells. The CCLUO already limits the number of new cannabis groundwater wells by geographic area; however, the County would like to streamline the process for studies evaluating hydrologic connectivity as these studies can be time consuming, hard to obtain, and costly.

In August 2021, the Humboldt County Planning and Building Department contracted with LACO to develop a working analytical model for evaluating the impacts of well use on nearby wells, structures, and surface water streams, as a supplement to the models employed to support the GSP. The new analytical model uses stream locations, drainage areas, well locations, geology, and anticipated well production rates to provide a holistic, composite snapshot of an area, thereby allowing the County to more accurately and efficiently determine potential impacts of groundwater wells.

The working analytical model calculates the impacts on a stream reach caused by groundwater production from multiple wells. The model has not been calibrated or validated. LACO will take past and present real-world data and compare them to predictions in order to refine the model. Work to date has allowed LACO and the County to develop a pilot program covered by a previous agreement. The current scope of work covers implementing the pilot program and will focus on collecting field data in order to calibrate and validate the model. We anticipate this phase to occur over approximately two years and have planned to submit an interim report at or around the end of the first year. The final report should facilitate the development of a web-based application or GIS-maps that will allow County planning staff to assess the need for additional site-specific evaluation using information provided in applications for individual well permits.

In addition to LACO's planned work, we are coordinating with the Engineering Department at Cal Poly Humboldt (CPH). Their input on specific work scopes is discussed below; however, where they are most valuable will be in providing peer review of the work as it progresses. CPH is anticipated to perform approximately 10 percent of the work scope.

SCOPE OF SERVICES

Phase 1000: Project management, subcontractor coordination, and public outreach

- Coordinate activities with County
- Monthly status meetings with County
- Public outreach to well permit applicants and existing well owners. Will aid County in preparing outreach materials and conducting up to two meetings with stakeholders.
- Coordinating with subcontractors during two-year study period
- Participation in public meetings (four included in this agreement)
- Budget review and cost reporting

Phase 2000: Data Collection. The following is our current estimate of the field data requirements to complete this stage

of project. Slight changes may develop during the two-year course of study; substantive changes will be discussed with County prior to implementation.

- Create short list of areas from which to select wells to include and their associated stream reaches based on mapped information compiled to date. Wells and streams will be selected based on the combination of aquifer type (confined versus unconfined), availability of nearby wells that can be used as pumping test observation wells, proximity to streams, and landowners that are willing to participate in the program. We will focus on wells in the Eel River Watershed as that is represented by existing well owners and proposed permit applicants. This short list will likely include up to approximately 20 locations.

We will select wells in three to five sub watersheds (as defined by the hydrologic unit classification (HUC) system) with a minimum of two wells per unit and including both confined and alluvial aquifers where possible. The actual units selected will be identified by well density, surface water user density, stream density, potential presence of groundwater-dependent ecosystems and other factors that together help define the level of sensitivity of a particular unit to additional groundwater use. Our goal is to select units that while generally representative, provide sufficient information in evaluating cumulative impacts of groundwater use.

- Conduct field visits to help identify final preferred well locations, evaluating the sites based on property, accessibility, and proximity to streams or other surface water bodies.
- Select up to 10 wells in both confined and unconfined aquifers. Existing wells will include both cannabis irrigation and domestic wells as this will provide data from a wider view of both aquifers as domestic wells tend to be installed at shallower depths. And since alluvial wells are more likely to be domestic rather than irrigation, including them in this study improves our opportunity for finding appropriate wells with landowners willing to participate.
- Up to three surface water monitoring stations, which may include stilling wells installed by LACO as determined by access and applicability, at upstream and downstream ends of selected stream reaches with water level transducers in each for the collection of stream height measurements during test period.
- Procure and install data recorders including both water level transducers and water discharge recorders in each well and rain gauges at each site (estimated to need 10 each).
- Develop and install a data collection telemetry system. The data telemetry system will be developed in coordination with Cal Poly Humboldt's Engineering Department. We anticipate using WiFi and/or radio transmitters depending on availability at each site. The transducers will broadcast data at predetermined intervals allowing staff to monitor the health of the system and rapidly correct malfunctions as they occur.
- Log soils and obtain soil samples from the following:
 - During the installation of up to two new wells (drilling costs to be borne by applicant); and
 - While installing up to two temporary observation wells for use during pumping tests (drilling costs covered by this agreement)
- Soil samples will be tested for grain size distribution using a combination of sieve and hydrometer analyses. We will use these data to plan the pumping test and to corroborate the pumping test results.
- Conduct up to four 24-hour pumping tests using down-hole pressure transducers to collect water level measurements. These tests require near-continuous monitoring to ensure that data collection devices function properly, well pumps are not dewatered and collection of periodic manual measurements to calibrate the electronic data. This assumes landowner can provide a powered pump, tanks for water storage, and that pumped water can be discharged on-site.
- Analyze pumping test data to determine aquifer parameters (such as transmissivity, hydraulic conductivity, and radius of influence) as appropriate depending on the individual test program. Where observation wells are included, we can determine a more complete three-dimensional representation of the aquifer, although it is unlikely that we will have access to observation wells at all pumping test locations. Installation of two observations wells is included in this budget. There may be test locations with access to a nearby well appropriate for use in the pumping tests.
- During the pumping tests, we will record the following from water samples using field meters: total dissolved solids, pH, temperature, dissolved oxygen, and electrical conductivity.

- Collect water samples from wells during pumping tests and coincident samples from associated streams for analysis of stable isotopes ($\delta^{18}\text{O}$ and $\delta^2\text{H}$) and major ions (sodium plus potassium, calcium, magnesium, chloride, bicarbonate, and sulfate) to help identify waters with the same source.

Phase 3000: Reporting and Analysis.

- Develop internal data portal for managing the large volume of data that will be generated over the course of the study by the field devices (may be turned over to County following project for future data collection). Cal Poly Humboldt will take the lead on developing and hosting the data portal if requested by the County.
- Monitor data telemetry with troubleshooting and anticipated occasional repairs to system.
- Submit quarterly progress reports.
- Submit one interim and one final report. (If project goes beyond two years, additional interim reports may be provided at additional cost.) These reports will detail findings to date, recommendations for modifications as appropriate, and the final report will include the path forward for future well approvals as appropriate.

The goal of the study is to construct a "tool" that allows County Planning staff to make a first-line assessment of the need for a site-specific hydrogeological analysis. Our ability to provide this is determined by the results of the study and is not guaranteed. If successful, however, we will provide:

- A framework for GIS application, to be managed by County personnel, that will allow Planning staff to estimate groundwater impacts using project location and planned use inputs from new well projects; or
- A gridded map zoned "high," "medium," or "low" levels of presumed impacts so that Planning staff can assess need for site-specific hydrogeological studies based on location. We will work with County GIS staff to develop procedures to enable them to periodically update the map.

Phase No.	Task No.	Description	Estimated Fee
1000		Project Management, Subcontractor Coordination, and Public Outreach	\$27,000.00
	1001	Project management	\$15,000.00
	1002	Public outreach	\$6,000.00
	1003	Public meetings (up to four)	\$5,000.00
2000		Data Collection	\$173,500.00
	2001	Narrow well short list with field visits for final selection	\$4,300.00
	2002	Procure and deploy water level and discharge data transducers/recorders, rain gauges and radio/transmitter links for 10 wells	\$81,000.00
	2003	Deploy and test telemetry	\$15,700.00
	2004	Install up to four observation wells to be used in conducting up to four 24-hour pumping tests	\$55,000.00
	2005	Conduct surface water monitoring	\$17,500.00
3000		Reporting and Analysis	\$84,000.00
	3001	Develop data portal for receiving and managing output for transducers	\$10,000.00
	3002	Field equipment troubleshooting and repair	\$10,000.00
	3003	Data analysis	\$30,000.00
	3004	Interim reports	\$20,000.00
	3005	Final report	\$14,000.00
	3006	Planning Staff Tool	\$5,000.00
Total Estimated Fee			\$289,500.00

LACO will invoice Client based on time and materials. The estimated fee is **\$289,500.00**.

**This is an estimate of the anticipated costs associated with the services we are proposing to provide. An estimate is made with our best, professional judgment but we cannot anticipate everything that will happen during the course of completing your project and there are often unforeseen circumstances or conditions that result in a greater commitment of staff resources than the originally estimated amount. LACO*

reserves the right, as a condition of this service agreement, to invoice up to an amount 10% greater than the amount originally estimated without CLIENT consultation and without a fully executed service agreement amendment.

SPECIAL CONDITIONS, ASSUMPTIONS, AND SERVICES NOT PROVIDED

- LACO does not make any guarantee of the viability of the project, the date upon which approvals will be received, or the successful completion of the project. LACO does not possess any control over the discretionary approval process employed by any involved government agency, or the timely processing of application submittals.
- Task budgets are estimates of required effort; to meet project objectives, LACO may adjust the budget allocations for tasks.
- LACO assumes free and unrestricted access to the project site when field work is necessary and coordinated with property owner. LACO further assumes that County will assist in finding landowner participants and obtaining site access agreements.
- Tasks not specifically identified in the Scope of Services above are not included.
- An environmental assessment or any exploration for the presence or absence of any hazardous, toxic, or corrosive materials is not included in this scope of services.

**EXHIBIT B
LACO EUREKA
2022 SCHEDULE OF RATES**

HOURLY RATES

Senior Principal Engineer	\$275.00 per hour
Senior Geotechnical Engineer, Senior Managing Engineer	\$245.00 per hour
Principal Engineer	\$235.00 per hour
Principal Land Surveyor.....	\$220.00 per hour
Principal Planner, Principal Geologist, Senior Project Manager.....	\$195.00 per hour
Senior Engineer	\$190.00 per hour
Senior Engineering Geologist	\$185.00 per hour
Senior Geologist	\$180.00 per hour
Deputy Director of Planning.....	\$175.00 per hour
Senior Planner, Senior Surveyor, Project Manager	\$165.00 per hour
Associate Engineer	\$160.00 per hour
Associate Surveyor II	\$155.00 per hour
Laboratory Manager	\$150.00 per hour
Associate Surveyor I	\$145.00 per hour
Senior Special Inspector, Associate Geologist.....	\$140.00 per hour
Staff Engineer, Associate Planner, Associate Surveyor	\$135.00 per hour
Staff Planner, Staff Geologist, Staff Surveyor	\$130.00 per hour
Senior Technician	\$115.00 per hour
Assistant Engineer, Assistant Planner, Assistant Geologist, Assistant Surveyor, Grant Analyst.....	\$110.00 per hour
Senior Project Coordinator	\$100.00 per hour
Project Coordinator.....	\$85.00 per hour

HOURLY PREVAILING WAGE FIELD INSPECTION RATES

Group 1: Masonry, Group 2: Welding / Construction Inspections	\$155.00 per hour
Group 3: Soils / Asphalt, Group 4: Concrete	\$150.00 per hour

HOURLY SURVEY RATES*

Marking Borings / USA Marking Humboldt / Sonoma / Napa (Prevailing Wage Qualifying)	\$220.00 per hour
Marking Borings / USA Marking Mendocino / Lake (Prevailing Wage Qualifying)	\$170.00 per hour
One-Man Survey	\$160.00 per hour
One-Man Survey (Prevailing Wage Qualifying)	\$210.00 per hour
Two-Man Survey	\$290.00 per hour
Two-Man Survey (Prevailing Wage Qualifying)	\$370.00 per hour
Three-Man Survey.....	\$370.00 per hour
Three-Man Survey (Prevailing Wage Qualifying)	\$500.00 per hour

*Hourly survey rates are charged for travel time to and from job site and on-site time.

EXPERT WITNESS SERVICES**

Principal Professional Expert.....	\$500.00 per hour
Senior Professional Expert	\$400.00 per hour

**Expert witness services include, but are not limited to, preparation for and attendance at depositions or court by Principal or Senior Professionals. Other staff support will be billed at regular hourly rates.

ANNUAL RATE INCREASE

LACO Associates anticipates an annual hourly rate increase of 3% to 5% effective January 1st of each new year without prior notice. For projects that span multiple years, an updated Schedule of Rates will be sent with the first invoice that reflects the annual increase.

NOTES

1. The above rates are regular hourly rates and include payroll costs, overhead, and profit. If overtime is requested by the client, it will be charged at 130% of the above hourly rates.
2. Outside services, including, but not limited to, consultants and laboratories, will be billed at Cost plus 15%.
3. Subsistence and per diem will be calculated at Cost plus 15%.
4. All travel time will be charged at the regular hourly rates.

TRANSPORTATION

Automobile and pickup:*	
Trip charge per day (half-day minimum charge).....	\$70.00 per day (\$35 minimum charge)
Over 80 miles	Federal Rate + \$0.10 per mile
Other transportation, air travel, etc.....	\$Cost + 15%

MATERIALS

Survey hubs, stakes, lath, or guineas	\$1.00 each
Survey markers, plain iron pipe	\$5.00 each
Plan copies per sheet (11x17)	black & white \$0.25..... color \$2.50 each
Plan copies per sheet (24x36).....	black & white \$5.00..... mylar \$20.00..... color \$21.25 each
All other materials or printing.....	\$ Cost + 15%

Survey Equipment Rates

Trimble S7 Robotic Total Station.....	\$250.00 per day
Trimble R12i GNSS GPS Receiver.....	\$500.00 per day
Mobile Mounted LiDAR and Digital Camera	\$1,000.00 per day
Geo-MMS Advanced Navigator Drone with LiDAR and Digital Camera	\$1,500.00 per day

RATES FOR MATERIALS AND SOILS TESTING

Laboratory tests are performed on samples delivered to our lab in Eureka, California. Sample pick-up, special tests, and unusual sample preparation are billed at the applicable hourly rate. Faxes of reports and duplicate mailings are available for \$5 each. Reports requiring review and signature will be billed at the applicable rate.

A. AGGREGATE AND SOILS TESTING

100.	Sieve Analysis – Coarse and Fine, Caltrans 202, ASTM C-136.....	\$155.00
101.	Sieve Analysis – Coarse, Caltrans 202, ASTM C-136	\$75.00
102.	Sieve Analysis – Fine, Caltrans 202, ASTM C-136	\$90.00
103.	Finer than #200, ASTM C-117.....	\$80.00
104.	Particle Size Analysis, ASTM D-422	\$192.00
105.	Cleanness Value, Caltrans 227	\$186.00
106.	Sample Preparation	\$35.00
107.	USDA Textural Suitability Analysis (per point).....	\$90.00
108.	Bulk Density, Leachfield System Suitability	\$53.00
109.	Atterberg Limits, LL-PL-PI, ASTM 4318.....	\$171.00
110.	Sand Equivalent, Caltrans 217, ASTM D-2419	\$105.00
111.	Specific Gravity – Coarse, Caltrans 206, ASTM C-127.....	\$105.00
112.	Specific Gravity – Fine, Caltrans 207, ASTM C-128.....	\$155.00
113.	Maximum Density of Soils, Caltrans 216, ASTM D-698 or D-1557	\$190.00
114.	Maximum Density of Soils with Rock Correction, ASTM D-4718.....	\$210.00
301.	Nuclear Density Gauge (hourly), Caltrans 231, ASTM D6938 **	\$15.00
302.	Nuclear Density Gauge (daily), Caltrans 231, ASTM D6938 **	\$85.00
116.	Organic Impurities, ASTM C-40	\$80.00
117.	Moisture Content of Soils In Place, ASTM D-2216.....	\$25.00
118.	Density of Soils In Place, ASTM 2937.....	\$50.00
119.	Percent Crushed Particles, Caltrans 205, ASTM D-5821.....	\$186.00
120.	Durability Index – Coarse, Caltrans 229, ASTM D-3744.....	\$150.00
121.	Durability Index – Fine, Caltrans 229, ASTM D-3744.....	\$110.00
122.	RH Meter (each location / hole).....	\$65.00
123.	Unconfined Compressive Strength.....	\$80.00
124.	CBR Soils Test with Compaction.....	\$550.00
125.	Consolidation, 3" dia., ASTM D-2435	\$335.00
127.	Direct Shear, ASTM D-3080 (3 points).....	\$350.00
128.	Direct Shear, ASTM D-3080 (per additional point)	\$69.00
129.	Sample Preparation	\$35.00
130.	Expansion Index, ASTM D-4829	\$351.00
131.	Pocket Penetrometer.....	\$20.00
135.	Unit Weight, ASTM C-29	\$186.00
139.	CBR Soils Test Without Compaction.....	\$350.00

166.	Max. Theoretical Specific Gravity (RICE), ASTM D2041	\$175.00
167.	Moisture % of Bituminous Mixtures, CAL370.....	\$75.00
168.	Bulk Specific Gravity of Compacted Asphalt Mixtures, ASTM D2726	\$65.00
169.	Marshall Compaction, Density, 3 specimens, ASTM D6926, D2726.....	\$345.00
170.	Marshall Stability & Flow, 3 specimens, ASTM D6927.....	\$230.00
171.	% Binder Content, NCAT Ignition Oven, ASTM D6307.....	\$150.00
172.	NCAT Calibration, ASTM D6307	\$380.00

For other testing not listed, please inquire.

B. CONCRETE AND FIELD TESTING

150.	Concrete/Grout Compressive Strength (curing, testing & disposal), Caltrans 521,ASTM C-39	\$35.00
151.	Concrete Compressive Strength, Caltrans 521, ASTM C-39	\$35.00
152.	Specimen Processing and Curing, ASTM C-31	(each) \$8.00
153.	Disposable Concrete Molds.....	(each) \$5.00
154.	Concrete Mix Design, Preparation, Review, and Adjustment	\$200.00
156.	Percent Entrained Air (Method ASTM C-231 or C-173)**	\$20.00
157.	Shrinkage Test, ASTM C-157 (3 bars)	(per test) \$300.00
158.	Concrete Rebound Test, ASTM C-805**	(per day) \$25.00
159.	Coring; Concrete, CMUs and AC, 4-inch core **	\$3.00 per inch length
161.	Coring; Concrete, CMUS and AC, 6-inch core **	\$3.00 per inch length
163.	Splitting Tensile Strength, ASTM C-496.....	(per test) \$90.00
164.	Voltage Meter	(per day) \$35.00

C. SPECIAL EQUIPMENT

258.	Coating Thickness Gauge	(per Day) \$25.00
246.	Skidmore **	(per day) \$60.00
303.	Core Drilling Machine**.....	(per day) \$75.00
333.	Load Cell **	(per hour) \$15.00
334.	Torque Wrench **	(per hour) \$10.00
320.	Photoionization Hydrocarbon Vapor Detector *.....	(per day) \$100.00
450.	Field Lab Analysis (Hanby).....	(per test) \$25.00
332.	Turbidity Meter *	(per day) \$40.00
352.	Dissolved Oxygen Meter *	(per day) \$40.00
245.	pH/T/K Meter *	(per day) \$40.00
247.	Water Level Meter	(per day) \$25.00
321.	Bladder Pump/2" Submersible Pump *.....	(per day) \$45.00
224.	Cam/Portable Pump (12-volt)	(per well) \$5.00
336.	Pressure Washer *	(per day) \$45.00
456.	Rotary Hammer Boring System	(per boring) \$25.00
452.	Hydro Punch.....	(per sample) \$30.00
454.	Continuous Core Sampler	(per foot) \$5.00
249.	Generator *	(per day) \$40.00
244.	4-Channel Datalogger *	(per day) \$115.00
354.	Hand Auger *	(per day) \$25.00
22.	Traffic Control Cones (25) *.....	(per day) \$8.00
31.	Barricade *	(per day) \$5.00
23.	Passive Skimmer (1 liter).....	(per week) \$15.00
24.	Electric Skimmer	(per week) \$125.00
326.	Submersible Pump *	(per day) \$45.00
322.	Centrifugal Pump *	(per day) \$100.00
252.	Confined Space Multi-Gas Meter (LEL, Oxygen, PID, Hydrogen Sulfate, CO)	(per day) \$90.00
661.	Calcium Chloride Kits	(each) \$25.00

*Minimum charge of 1/2-day on all equipment billed on daily basis **Plus Technician Rate ***Sample preparation not included