AGREEMENT WITH CONSULTANT

2111-2121 Sand Hill Road Annexation Project
Initial Study and Mitigated Negative Declaration

This Agreement with Consultant ("Agreement") is entered into this 26th day of July 2016, by and between the City of Menlo Park, a Municipal Corporation, hereinafter referred to as the "City", and David J. Powers & Associates, Inc., hereinafter referred to as the "Consultant".

WHEREAS, Leland Stanford Junior University proposes to annex the properties at 2111 and 2121 Sand Hill Road (Assessor’s Parcel Numbers 074-450-030 and 074-450-040, respectively), presently in unincorporated San Mateo County, into the City of Menlo Park and construct a new two-story, 39,000 square foot office building on a vacant portion of the 2121 Sand Hill Road parcel, hereinafter referred to as the "Project"; and

WHEREAS, the City has determined that under the California Environmental Quality Act and its applicable guidelines the Project requires the preparation of an Initial Study and Mitigated Negative Declaration, hereinafter referred to as the "MND"; and

WHEREAS, on May 24, 2016, the City Council authorized the City Manager to enter into an agreement with a consultant for consulting services up to a maximum of $96,885 per purchase requisition.

NOW, THEREFORE, the parties agree as follows:

1. The Consultant agrees to prepare an MND for the Project as prescribed by CEQA and its applicable guidelines, consistent with the prevailing and customary standards of care in the industry for professional services in the preparation of environmental documentation ("Standards"), and in accordance with the agreed upon work program and schedule, as detailed in Exhibit A attached hereto, for the sum of $96,885. City and Consultant further agree as follows: (i) City staff will inform Consultant of any problems in the quality of Consultant's delivered work product within a reasonable period of time, (ii) if requested by City, Consultant will complete the required revisions of such work product to the reasonable satisfaction of City; and (iii) the additional costs of completing such requested revisions will not be chargeable to the City to the extent it is established that Consultant failed to meet the Standards in completing such work, but otherwise the additional costs are recoverable under this Agreement.

2. The City agrees to pay the above-identified sum to the Consultant in consideration of the Consultant’s performance of the above-described work. The amount of compensation paid to the Consultant shall not be dependent upon the City’s approval or disapproval of the Project or upon any like action of the City. The Consultant shall invoice the City on a monthly basis in accordance with the fees set forth in Exhibit A attached hereto. The City shall pay all proper invoices within thirty (30) days of receipt.

3. The City shall have the right to terminate this Agreement at any time by giving 10 days written notice. Upon termination, the Consultant shall turn over to the City all of the documents, records and papers related to this Agreement, and all of the Consultant’s work in progress.
Agreement with Consultant for Environmental Impact Report
2111-2121 Sand Hill Road Annexation Project
Page 2 of 2

under any and all phases of this Agreement, which shall, at the option of the City, become the City's property. In the event of termination, the City shall pay the Consultant for all services performed under this Agreement up to the date of termination. After such payment, all supporting studies, materials, and other documents, whether finished or not, shall become the property of the City.

4. In addition to the rights granted under the preceding paragraph, the Consultant may also provide Consultant Property. The term “Consultant Property” shall mean all pre-existing material, including, but not limited to, any products, software, materials and methodologies proprietary to Consultant or provided by Consultant or its suppliers, and any trade secrets, knowhow, methodologies and processes related to Consultant’s products or services, all of which shall remain the sole and exclusive property of Consultant or its suppliers. Subject to the terms of this Agreement, Consultant grants to City a non-exclusive, non-transferable, irrevocable license to use the Consultant Property contained in the deliverables provided hereunder for the purposes of this Agreement.

5. The Consultant shall conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independently and independent of the control or direction of the City or of any City official, other than normal contract monitoring, for the entire term of this Agreement.

6. On behalf of themselves, their governing officers and employees, the parties waive all claims against each other for consequential losses or damages, and punitive damages, whether arising in contract, warranty, tort (including negligence), strict liability or otherwise, including but not limited to losses of use, excess construction costs, alternative means or methods, or losses of funding.


Date __________________________

By ___________________________ for the City of Menlo Park

Date __________________________
April 22, 2016

Tom Smith
Associate Planner
City of Menlo Park
Community Development Department
701 Laurel Street
Menlo Park, CA  94025

RE: 2131 Sand Hill Road – CEQA Proposal

Dear Mr. Smith:

David J. Powers & Associates (DJP&A) is pleased to submit to you this scope of work to prepare an Initial Study (IS) for the proposed 2131 Sand Hill Road Annexation project that satisfies the requirements of the California Environmental Quality Act (CEQA) and the requirements of the City of Menlo Park.

The proposed project site is located on a 3.6 acre undeveloped site along Sand Hill Road, southwest of the Sand Hill Road and Sharon Park Drive intersection, in unincorporated San Mateo County. The applicant is proposing to construct a 39,010 square foot two-story office building with two levels of below grade parking. The applicant is also requesting a prezoning an annexation into the City of Menlo Park.

Based upon our existing understanding of the site and the scale of the project, we expect that mitigation measures are available to reduce any impacts to a less than significant level and, therefore, we propose to prepare an IS to support a Mitigated Negative Declaration (MND).

Our experience preparing CEQA documents for numerous projects throughout the Bay Area allows us to provide superior service and project management for the City. We appreciate your consideration of our firm for this work and look forward to working with you on this project. Please contact me, or our Senior Project Manager, Julie Wright (direct line: 408-454-3434, jwright@davidjpowers.com), if you have any questions regarding this proposed scope of work or if there is any additional information you need.

Sincerely,

Nora Monette
Principal

Attachment:  Scope of Work
Job#16-054
Scope of Work to Prepare an Initial Study/Mitigated Negative Declaration
2131 Sand Hill Road Annexation
April 22, 2016

The proposed project site is located on a 3.6 acre undeveloped site along Sand Hill Road, southwest of the Sand Hill Road and Sharon Park Drive intersection, in unincorporated San Mateo County. The applicant is proposing to construct a 39,010 square foot two-story office building with two levels of below grade parking. The applicant is also requesting an annexation into the City of Menlo Park. The IS may also be used by the San Mateo Local Agency Formation Commission (LAFCo), as a responsible agency, when considering the proposed annexation.

Based on our current understanding of the project, it is believed that mitigation measures are available to reduce any significant adverse environmental impacts to a less than significant level, and that all necessary mitigation measures will be incorporated into the project. The project will, therefore, be eligible for a Mitigated Negative Declaration (MND) under CEQA. The specific tasks included in this scope are outlined below.

1.0 Preparation and Circulation of Initial Study/Mitigated Negative Declaration

DJP&A will prepare an Initial Study, consistent with the requirements of the California Environmental Quality Act (CEQA) and the City of Menlo Park. An overview of the existing environmental setting will be provided, including a description of the land use characteristics of the project area. The IS will include a checklist based on the form recommended by the state CEQA Guidelines. Each impact identified in the checklist will be addressed, including a discussion of its potential significance and project-specific mitigation measures to reduce the impact, if warranted.

1.1 Project Description

Based on information provided to DJP&A by the City of Menlo Park, the IS will include a detailed description of the proposed project. Construction, access, grading, and excavation/fill activities areas will be described, as well as the size and scale of the development. Project plans will be provided to DJP&A in PDF or similar format for use in the IS.

1.2 Environmental Setting, CEQA Checklist, Impacts & Mitigation

The IS will be divided into subsections for each subject area, such as air quality, noise, and transportation. The subsections will be formatted to include a description of the existing environmental setting followed by the relevant CEQA checklist section with a discussion of any question that is not answered “no impact.” “No Impact” responses will be evident from the project

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1 In the event that the project would result in a significant, unavoidable impact, or the project does not propose to include necessary mitigation, then an Environmental Impact Report (EIR) would be required. DJP&A could prepare the EIR under a separate scope and budget.
description and subject area existing setting narratives. The sources of information for evaluating impacts will be identified and the IS will provide a narrative to support each impact conclusion.

Based upon our current understanding of the project, the key environmental issues for the project are air quality (construction emissions), biological resources, drainage and slope stability, land use, noise, transportation and utilities and services systems. The IS will also discuss the other environmental issues including, aesthetics, agriculture, cultural resources, greenhouse gas emissions, hazardous materials, mineral resources, population and housing and public services. Mitigation measures to avoid or reduce impacts to a less than significant level will be identified, as necessary. The key environmental issues of constructing an office building are described in more detail below.

**Air Quality**

The primary air quality issue associated with the proposed project will be the potential community risk impacts that may result from project construction. Construction air quality impacts will be addressed by predicting construction-period emissions and health risk impacts to nearby sensitive receptors and identifying best management practices to control emissions. Construction emissions will be predicted by Illingworth & Rodkin, under contract with DJP&A, using the latest version of the California Emissions Estimator Model Version 2013.2.2 (CalEEMod) and construction phasing information provided by the applicant. A health risk assessment is proposed that will involve dispersion modeling and hourly meteorological data from the most representative monitoring station. The cancer risks associated with modeled construction period PM 2.5 or diesel particulate matter concentrations will be computed following BAAQMD risk management policy guidance. The risks will be compared against BAAQMD CEQA thresholds (i.e., cancer risk of 10 in one million). Mitigation measures that represent “Best Management Practices” to control dust or particulate matter emissions and to reduce construction exhaust emissions or cancer risks will be identified.

The proposed project size is below the BAAQMD operational criteria pollutant screening levels and GHG screening levels for office building, therefore, operational criteria pollutants, such as ROG, NOX and particulate matter, and GHG will be addressed qualitatively. Roadside carbon monoxide concentrations will be assessed qualitatively using screening methods acceptable to BAAQMD.

**Biological Resources**

The City of Menlo Park General Plan shows the project site as within mapped American badger habitat. A WRA biologist will complete a site visit to verify the land cover types, document existing conditions, and evaluate the potential for the project site to support suitable habitat for special-status plant and wildlife species. WRA will prepare a biological assessment for the project that will document the findings, describe the potential to impact sensitive biological resources, and recommend mitigation measures for reducing impacts, as necessary.

This scope assumes that an arborist report will be provided by the City and/or applicant and will include an evaluation of the trees to be removed and describe the type and size of the on-site trees. Any trees removed by the project will be replaced in accordance with Chapter 13.24 Heritage Trees, of the City of Menlo Park Municipal Code.
The IS will describe the potential for the project to result in impacts to sensitive wildlife species, including migratory birds. Mitigation measures will be identified, as necessary, to reduce biological impacts to a less than significant level.

**Drainage and Slope Stability (Hydrology, Geology and Soils)**

The IS will describe the change in site drainage and slope stability conditions resulting from the project, in accordance with the City of Menlo Park General Plan and based on a site specific geotechnical report provided to DJP&A by the City and/or applicant. *Cornerstone Earth Group* will prepare a peer-review for the geotechnical report and will also review the geotechnical design parameters and recommendations provided including the slope stability analysis. The findings and supplemental recommendations, as needed, will be summarized in a letter report.

This scope assumes that the project engineer will prepare and provide to DJP&A (via the City) an analysis of the current drainage and soil conditions at the project site and the potential for the project to affect slope stability conditions off-site. Any mitigation measures necessary to reduce impacts will be identified.

Water quality in stormwater runoff is regulated by the San Mateo Countywide Water Pollution Prevention Program (SMCWPPP), which include the C.3 provisions set by the San Francisco Bay Regional Water Quality Control Board. Adherence to these regulations require new development to incorporate treatment measures and site design features that reduce pollutants in run off. The project is also required to comply with National Pollution Discharge Elimination System (NPDES) Permit and implement construction Best Management Practices (BMPs) to control sedimentation and erosion. This scope assumes the project engineer will calculate the runoff from the proposed development and its effect on the storm drain system, as necessary. Identification of best management practices will be provided for construction impacts to stormwater quality. This information will be provided to DJP&A by the City.

**Land Use**

The project proposes several action, including prezoning and annexation by the City of Menlo Park. The IS will describe existing land uses and the General Plan land uses designation and zoning for the site. The IS will also describe the surrounding land uses and any land use compatibility issues related to the proposed office use. LAFCo requirements will be described as appropriate.

**Noise**

The IS will address the ambient noise conditions and potential construction noise impacts from the proposed project, based on the noise analysis prepared by *Illingworth and Rodkin*, under contract with DJP&A. The analysis will include site-specific noise measurements to establish the existing ambient noise environment, prediction of future noise levels based on future traffic projections, and a determination of the potential noise impacts on existing residents. The analysis will also assess the impacts of construction and operational noise from the project on the nearby residential land uses. Mitigation measures will be developed as required to reduce identified impacts.
Transportation

The IS will describe the potential traffic and circulation impacts resulting from the proposed project, based upon a traffic impact analysis (TIA) to be prepared by Hexagon Transportation Consultants. The TIA will be prepared in accordance with the requirements of the City of Menlo Park.

The analysis will include a level of service analysis for up to 10 intersections and 5 roadway segments. Existing AM and PM peak hour traffic volumes typically are obtained from the City of Menlo Park’s Circulation System Assessment (CSA) document, if updated counts are available. Based on the project site location, this scope assumes that all study intersections will need new manual turning movement counts during both the AM and PM peak periods of traffic. New mechanical tube counts will be completed over a five-day period on each key roadway segment to obtain average daily traffic (ADT) volumes. The existing AM and PM peak hour levels of service at the key intersections will be evaluated using VISTRO. City of Menlo Park level of service guidelines will be followed for all intersections.

A list of approved developments located within the study area will be obtained from the Cities of Menlo Park, Atherton and Palo Alto. Projected traffic volumes associated with these approved developments will be estimated and added to the surrounding roadway network. Approved trips will be added to the existing AM and PM peak hour volumes to obtain traffic volumes for Near-Term conditions. Any roadway improvements associated with approved projects will be included. Intersection level of service calculations will be completed to evaluate Near-Term conditions. City of Menlo Park level of service guidelines will be followed for all intersections.

Based on the proposed project size, project generated traffic will be calculated using AM and PM peak hour trip generation data collected at three (3) existing comparable office buildings in Menlo Park. The directional distribution of project traffic will be forecast based on the trip distribution data contained in the City of Menlo Park’s CSA document. The site-generated traffic will be added to the roadway network based on the CSA trip distribution pattern for office uses. The analysis will identify existing and background conditions and address the effects of the project under existing plus project, background plus project, and cumulative traffic conditions. A Vehicle Miles Traveled (VMT) analysis will also be completed consistent with Senate Bill 743.

A list of pending projects located within the study area will be obtained from the Cities of Menlo Park, Atherton and Palo Alto. Projected traffic volumes associated with these pending projects will be estimated and added to the Near Term volumes to obtain traffic volumes for Cumulative conditions. An annual growth rate consistent with the City of Menlo Park’s CSA Document will be applied over 10 years to reflect traffic increases anticipated as a result of future nonspecific developments that are unknown at this time. Project trips will be added to the Cumulative conditions volumes to obtain traffic volumes for Cumulative Plus Project conditions. Intersection level of service calculations will be completed to evaluate Cumulative and Cumulative Plus Project conditions. City of Menlo Park level of service guidelines will be followed for all intersections.

The TIA will include an analysis of site access and on-site circulation, and analysis of bicycle and pedestrian facilities. Operational impacts related to parking and vehicle queuing will also be addressed.
Mitigation measures will be identified for significant traffic impacts.

*Utilities and Service Systems*

The IS will describe the utilities and services systems that serve the site. Utility infrastructure and easements will also be noted. The availability of utility services will be addressed and mitigation measures identified for all identified impacts.

*Consistency with Plans and Policies*

Throughout the IS, in relevant sections, discussions of the proposed project’s consistency with the City of Menlo Park General Plan, Zoning Ordinance, Municipal Code, and other applicable plans and policies will be included. As required by CEQA and the CEQA Guidelines, particular attention will be given to inconsistencies, if any are identified.

1.3 Revisions to Initial Study

DJP&A will provide up to ten (10) printed copies and an electronic version of the Initial Study in Administrative Draft form to City Staff for review and comment. Revisions will be made to the IS, based on comments received, and an additional ten (10) printed copies of either the 2nd Administrative Draft or Screencheck can also be provided to the City, upon request.

DJP&A will also provide a Draft Mitigated Negative Declaration (MND) to the City to be attached to the Initial Study. A PDF of these documents will be provided for posting on the City’s website. DJP&A will also prepare a draft “Notice of Intent to Adopt a Mitigated Negative Declaration” (NOI), as described in the CEQA Guidelines Section 15072, for the City’s use. After the IS/MND and NOI are completed, up to fifteen (15) printed copies of these documents will be provided to the City of Menlo Park for local distribution and circulation. This scope does not include DJP&A filing or paying of any fees.

1.4 Preparation of Mitigation Monitoring or Reporting Program

In accordance with the CEQA guidelines and the City of Menlo Park requirements, DJP&A will prepare a Mitigation Monitoring or Reporting Program, based on the findings of the IS/MND for use by the City of Menlo Park.

2.0 Project Activities Following Document Circulation

2.1 Public Comments

DJP&A will respond to substantive comments received on the Draft IS during the public review period, and will make any necessary changes to the Initial Study in the form of an Amendment, based upon the comments received. This scope of work includes four (4) Project Manager hours to respond to written comments received from the public and/or various governmental agencies as a result of circulation of the Initial Study. This scope assumes that no new technical analysis will be required to respond to the comments received.
2.2 Meetings and Hearings

This scope of work includes DJP&A Project Manager attendance at up to four meetings/hearings with the project team and/or City Staff. If an additional meeting or hearing attendance is needed, it can be added, upon approval, on a time and material basis. The DJP&A Project Manager will coordinate with City Staff on a regular basis using email and telephone communications.

INFORMATION TO BE PROVIDED TO DJP&A

This scope assumes that technical reports and other information provided by the City will be sufficient for preparation of the IS. In the event additional technical analysis is required, it can be added on a time and materials basis, upon your authorization. This scope assumes that the following technical information will be provided to DJP&A:

- Project plans; including total cut and fill amounts, limits of work disturbance, erosions control plans, and other pertinent project information, in electronic form (PDF).

- Drainage plan describing existing drainage and slope stability conditions including measures to reduce impacts, as necessary, and proposed stormwater control measures consistent with the Low Impact Development requirements of the Regional Water Quality Control Board Municipal Regional Stormwater Permit.

- Site Specific Geotechnical Report regarding existing soil conditions, drainage, and slope stability.

- Hazardous materials reports, including a current Phase I Environmental Site Assessment

- The project engineer will provide detailed graphics indicating all areas of temporary and permanent disturbance, including all staging areas and limits of work. All temporary and permanent disturbance areas will be calculated in square feet and provided to DJP&A. All engineered project drawings and graphics will be provided to DJP&A in CAD or ArcGIS format. Utility corridors and required setbacks shall also be provided.

- Arborist Report will include an evaluation of the trees to be removed and describe the type and size of the on-site trees.

- Utilities serving the site and any necessary on-site improvements.

- Estimated project construction schedule.

- Information for construction TAC analysis, including construction phasing, length of construction period, vehicles used in construction, excavation planned, etc. based in part on completion of a spreadsheet to be provided by DJP&A.
ESTIMATED SCHEDULE

DJP&A proposes the following optimum schedule for preparation of the IS for the 2131 Sand Hill Road Annexation project in Menlo Park. DJP&A can commit to maintaining the schedule in the areas which are within our control. Completion of the IS, as described in this schedule below, is based upon receipt of all necessary project information on schedule. Delays in receiving requested information or responses by others will result in at least day-for-day delays in the overall schedule.

The below schedule assumes that the project description will not change once we receive a notice to proceed, and that no comments are received during the circulation of the IS that require additional technical studies.

<table>
<thead>
<tr>
<th>Task/Product</th>
<th>Completed at End of Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>Receive written authorization to proceed, complete project plans, City approved traffic scope, geotechnical report, and any hazardous materials reports available.</td>
<td>Day 1</td>
</tr>
<tr>
<td>DJP&amp;A conducts site visit and drafts project description for review by the City</td>
<td>Week 3</td>
</tr>
<tr>
<td>DJP&amp;A receives technical reports from subconsultants</td>
<td>Week 6</td>
</tr>
<tr>
<td>DJP&amp;A Completes Administrative Draft IS.</td>
<td>Week 8</td>
</tr>
<tr>
<td>City staff review of Administrative Draft IS (Assumes three (3) week City review).</td>
<td>Week 11</td>
</tr>
<tr>
<td>DJP&amp;A revises IS and per comments received (one week).</td>
<td>Week 12</td>
</tr>
<tr>
<td>City staff review of revised IS (two weeks).</td>
<td>Week 14</td>
</tr>
<tr>
<td>DJP&amp;A revises IS per comments received, and prepares MND, NOI, NOC, and documents for printing (one week).</td>
<td>Week 15</td>
</tr>
<tr>
<td>Circulation of revised IS/Draft MND (30 days/four weeks) complete.</td>
<td>Week 20</td>
</tr>
<tr>
<td>DJP&amp;A prepares responses to comments.</td>
<td>Week 21</td>
</tr>
<tr>
<td>Environmental Planning Commission meeting.</td>
<td>TBD</td>
</tr>
<tr>
<td>City Council hearing.</td>
<td>TBD</td>
</tr>
</tbody>
</table>

1 This schedule assumes that the City Project Manager will provide us with one consolidated set of comments from all City departments in three weeks.
2 Assumes that no additional technical analysis is required.
3 Assumes minimal public comments.
COST ESTIMATE

The cost for preparation of the IS/MND is estimated not to exceed a maximum of $96,885 based upon our understanding of the project and the following budget breakdown. Our work will be billed on a time-and-materials basis, commensurate with work completed, in accordance with the attached charge rate schedule. Payment will be due and payable on a monthly basis.

Please note that the cost estimate shown below is a not-to-exceed amount for all tasks combined. Within this not-to-exceed total, actual amounts spent on individual tasks may be more or less than the estimates. If we can; complete the environmental review for this project for less than the total budget, you will only be billed for actual time spent and work completed.

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>• Preparation of the Initial Study, MMRP, notices, coordination, and meeting attendance</td>
<td>$31,985</td>
</tr>
<tr>
<td>• Reimbursable expenses* (printing, mileage, CDs, etc.)</td>
<td>$1,800</td>
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<tr>
<td><strong>Subtotal DJP&amp;A:</strong></td>
<td><strong>$33,785</strong></td>
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<table>
<thead>
<tr>
<th>Subconsultants*</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Cornerstone Earth Group (Drainage and Scope Stability Peer Review)</td>
<td>$3,220</td>
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<tr>
<td>Hexagon Transportation Consultants (Transportation)</td>
<td>$44,850</td>
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<tr>
<td>Illingworth &amp; Rodkin (Air Quality &amp; Noise)</td>
<td>$10,201</td>
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<tr>
<td>WRA (Biological Resources)</td>
<td>$4,830</td>
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<tr>
<td><strong>Subtotal Subconsultants:</strong></td>
<td><strong>$63,101</strong></td>
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**Total for Project:** $96,885

*Subconsultant and expenses include a 15% administrative fee.

This scope of work is valid for 90 days.
<table>
<thead>
<tr>
<th>Title</th>
<th>Hourly Rate</th>
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<tbody>
<tr>
<td>Senior Principal</td>
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<td>Principal Project Manager</td>
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<tr>
<td>Senior Environmental Specialist</td>
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<tr>
<td>Senior Project Manager</td>
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<td>Environmental Specialist</td>
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<td>Project Manager</td>
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<tr>
<td>Associate Project Manager</td>
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<td>Assistant Project Manager</td>
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<tr>
<td>Researcher</td>
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<tr>
<td>Draftsperson/Graphic Artist</td>
<td>$90.00</td>
</tr>
<tr>
<td>Document Processor/Quality Control</td>
<td>$90.00</td>
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<tr>
<td>Administrative Manager</td>
<td>$90.00</td>
</tr>
<tr>
<td>Office Support</td>
<td>$75.00</td>
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</tbody>
</table>

Materials, outside services and subconsultants include a 15% administration fee.

Mileage will be charged per the current IRS standard mileage rate at the time costs occur.

Subject to revision December 1, 2016.

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3 David J. Powers & Associates, Inc. provides regular, clear and accurate invoices as the work on this project proceeds, in accordance with normal company billing procedures. The cost estimate prepared for this project does not include special accounting or bookkeeping procedures, nor does it include preparation of extraordinary or unique statements or invoices. If a special invoice or accounting process is requested, the service can be provided on a time and materials basis.

1871 The Alameda • Suite 200 • San José, CA 95126 • Tel (408) 248-3500 • Fax (408) 248-9641 • www.davidipowers.com