PROJECT SPONSOR AGREEMENT
City Manager’s Office
701 Laurel St., Menlo Park, CA 94025
tel 650-330-6620

AGREEMENT BETWEEN
THE CITY OF MENLO PARK AND ADVEST, INC.

THIS AGREEMENT made and entered into at Menlo Park, California, this 29 day of June, 2023, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and Advest, Inc., hereinafter referred to as “FIRST PARTY.”

WITNESSETH:

WHEREAS, Advest Inc., proposes to redevelop the property addressed 409 Glenwood Avenue (Assessor’s Parcel Number 061-401-010), Menlo Park, with two new two-story multi-family buildings including seven residential dwelling units and relocate one historic single family residential dwelling unit within the property, which is located in an R-3 zone and is designated Residential Medium Density in the General Plan, hereinafter referred to as the “Project”; and

WHEREAS, the City has determined under California Environmental Quality Act (CEQA) and its applicable guidelines that said Project requires the preparation of the traffic analysis as part of the appropriate environmental review, hereinafter referred to as the “Traffic Analysis”; and

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 LSA Associates, Inc., (the Consultant) to prepare the traffic analysis for the 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 sum of up to $7,500; and

The amount of such compensation to be paid to the Consultant shall be the sole source of compensation to the Consultant from the Project and the preparation of the “Traffic 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 $7,500 for the preparation of the traffic 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 attorneys fees and costs incurred as a result thereof; and

Upon completion or abandonment of the 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 preparation of the traffic 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:

Kaitie Meador  
Community Development  
701 Laurel Street  
Menlo Park, CA 94025  
650-330-6731  
kmeador@menlopark.org

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

Michal Smulski  
Advest, Inc.  
4249 Suzanne Drive  
Palo Alto, CA 94306

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.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

FOR FIRST PARTY:

Signature

MICHAL SWULSKI
Printed name

188-72-9862
Tax ID#

APPROVED AS TO FORM:

William L. McClure, City Attorney

FOR CITY OF MENLO PARK:

Mark Muenzer, Community Development Director

ATTEST:

Judi A. Herren, City Clerk
May 4, 2018

Kevin Chen
City of Menlo Park – Transportation Division
701 Laurel St.
Menlo Park, CA 94025

Subject: Professional Services Proposal: Traffic Analysis for 409 Glenwood Avenue

Dear Mr. Chen:

LSA Associates, Inc., doing business as LSA, is pleased to submit this professional services proposal to prepare a traffic analysis for the project at 409 Glenwood Avenue. The project would demolish two single family residential dwelling units, relocate a third single family residential dwelling unit within the property, and construct seven new multi-family residential dwelling units. The project would result in the addition of 5 residential dwelling units. The project is located on a single 15,668 square feet (sf) parcel, which is located in an R3 zone and is designated Residential Medium Density in the General Plan.

LSA prepared the traffic analysis for the proposed relocation of the Atherton Library to Holbrook-Palmer Park and is familiar with this area of San Mateo County and traffic conditions on El Camino Real specifically. LSA has reviewed the Transportation Impact Analysis Guidelines for the City of Menlo Park. Residential projects under five units are exempt from the requirements of the guidelines. As the proposed project creates five additional residential units, it is not exempt from the requirements. However, as the project would have anticipated trip generation of 36 daily trips of which 3 trips would occur in either morning or afternoon peak hour, a more efficient analysis of potential impacts may be possible.

LSA recommends analysis of two intersections, Glenwood Avenue/Laurel Street and Glenwood Avenue/El Camino Real. Intersection analysis will be conducted using the City's VISTRO model, which will be provided by the City. LSA will contract with an independent data collection company to collect a.m. and p.m. peak hour intersection turn movement volumes at these two intersections on three consecutive weekdays (Tuesday, Wednesday, and Thursday). LSA will calculate the trip generation potential for the proposed project using rates published in the Institute of Transportation Engineers (ITE) Trip Generation Manual, Tenth Edition. To put the trip generation potential of the proposed project into context, LSA will compare the project’s trip generation to the daily variation in traffic volume and show that project traffic is less than daily variation.

LSA will request from the City the most recent Circulation System Assessment. The traffic analysis will disclose the existing conditions for the study intersections in the Circulation System Assessment, will overlay the project trip generation, and will disclose the existing plus project conditions. LSA will request from the City a list of approved projects and available traffic analyses for those projects. LSA
will include any traffic volumes disclosed in these traffic analyses at the study intersections in the analysis of near term conditions corresponding to the project opening year. LSA will manually generate, distribute, and assign trips for up to five approved projects for which traffic reports are not provided by the City. In the near term scenario, the proposed new westbound right-turn lane from Glenwood Avenue onto El Camino Real will be included in the analysis of this intersection. LSA will calculate near term baseline conditions resulting from the approved projects, will overlay project traffic, and will calculate near term plus project conditions.

For the existing and near term scenarios, LSA will compare the project’s potential increase in delay to the significance thresholds provided in the Transportation Impact Analysis Guidelines. LSA will develop potential feasible mitigation measures if potentially significant impacts to intersection level of service are identified.

According to the Transportation Impact Analysis Guidelines, both intersections and roadway segments would require analysis. However, because both Laurel Street and Glenwood Avenue are classified as Neighborhood Collectors in the City of Menlo Park General Plan Circulation Element and the project will generate fewer than 50 new daily trips, the established significance thresholds cannot be exceeded. LSA will include a section describing the roadway significance thresholds and conclude that the project would not exceed those thresholds.

The traffic analysis will include a Congestion Management Program (CMP) section describing the threshold for analysis according to the C/CAG of San Mateo County CMP 2017 (i.e., 100 peak hour trips). LSA will compare the trip generation of the proposed project to the CMP threshold and conclude that no further CMP analysis is required.

The traffic analysis will include a project access section. In this section, LSA will review on-site traffic circulation and conformance to City parking guidelines. LSA will also address moving project access from Glenwood Avenue to Laurel Street. LSA will calculate driveway delay and performance during morning and afternoon peak hours. LSA will also comment on sight distance at the proposed driveway. The intent is to ensure that the project would not result in hazards due to design features. LSA will review adopted plans, policies, and programs regarding public transit, bicycle, and pedestrian facilities and qualitatively evaluate whether the project would decrease the performance or safety of those facilities.

LSA will prepare a traffic analysis report describing the analysis methodology and results and including the analysis tables and figures. LSA will revise the report based on one round of your comments.

Based on this scope of work, a budget of $7,500 is required. This budget includes one project meeting by conference call. If an in person meeting is required, LSA can attend but would need to prepare a budget augment for travel expenses. This amount will be billed consistent with the attached rates and provisions. This amount will not be exceeded without prior authorization. A draft traffic study will be submitted to your office for review within 3 weeks following the receipt of the requested data.
Thank you for the opportunity to submit this proposal. LSA looks forward to working with you on this project.

Sincerely,

LSA Associates, Inc.

[Signature]

Arthur Black
Associate

Attachment: Schedule of Standard Contract Provisions and Billing Rates

THE ABOVE STATED TERMS ARE HEREBY ACCEPTED AND AUTHORIZED.

<table>
<thead>
<tr>
<th>CONSULTANT:</th>
<th>CLIENT:</th>
</tr>
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<tr>
<td>LSA Associates, Inc.</td>
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<td>Title</td>
</tr>
<tr>
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</table>
SCHEDULE OF STANDARD CONTRACT PROVISIONS
AND BILLING RATES

FEES FOR PROFESSIONAL SERVICES

Fixed-Fee Contracts

If a fixed-fee proposal, the professional services described in the Scope of Services Section of the attached proposal shall be provided for the fixed fee noted in the proposal. All other professional services are considered extra services. Extra services shall be provided on a time and expenses basis at the same rates specified for hourly contracts, unless other arrangements are made in advance.

Hourly Contracts

If an hourly plus expenses proposal, the professional services described in the Scope of Services Section of the attached proposal shall be provided on a time and materials basis at current hourly rates. These rates are as shown on a Rate Schedule that is attached, or can be made available. Hourly rates are subject to review at least annually on or about June 1 of each year, and may be adjusted to reflect changing labor costs, at our discretion, at that time. (A schedule can be made available upon request.)

Direct costs (including cost of subconsultants) shall be reimbursed at cost plus 10 percent, unless other arrangements are made in advance, and are not included in the hourly fee for professional services.

The total estimated amount of time and expenses noted in the proposal will serve as a control on the services to be provided. The specified amount will not be exceeded without prior approval of the client.

INVOICING

Monthly invoices shall be submitted for progress payment based on work completed to date. Clients requesting changes to LSA’s standard invoice may be billed for the time to develop the invoice and monthly administration of the billing.

PAYMENT OF ACCOUNTS

Terms are net 30 days. A service charge of 1.5 percent of the invoice amount (18 percent annual rate) may be applied to all accounts not paid within 30 days of invoice date. Any attorney’s fees or other costs incurred in collecting any delinquent amount shall be paid by the client.

STANDARD OF CARE

Services provided by LSA under this Agreement will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

INDEMNIFICATION

Client and consultant each agree to indemnify and hold the other harmless and their respective officers, employees, agents, and representatives from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys’ fees, to the extent such claims, losses, damages, and expenses are caused by the indemnifying party’s negligent acts, errors, or omissions.
ELECTRONIC FILE DATA CHANGES

Copies of documents that may be relied upon by client are limited to the printed copies (also known as hard copies) that are signed or sealed by LSA. Files in electronic media format or text, data, graphic, or other types that are furnished by LSA to client are only for convenience of client. Any conclusion or information obtained or derived from such electronic files will be at the user’s sole risk. When transferring documents in electronic media format, LSA makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those of LSA at the beginning of the assignment.

FORCE MAJEURE

Neither party shall be deemed in default of this Agreement to the extent that any delay in performance of its obligation results from any cause beyond its reasonable control and without its negligence.

LITIGATION

In the event that either party brings action under the proposal for the breach or enforcement thereof, the prevailing party in such action shall be entitled to its reasonable attorneys’ fees and costs whether or not such action is prosecuted to judgment.

NOTICES

Any notice or demand desired or required to be given hereunder shall be in writing, and shall be deemed given when personally delivered or deposited in the mail, postage prepaid, sent certified or registered, and addressed to the parties as set forth in the proposal or to such other address as either party shall have previously designated by such notice. Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received 5 days after the date on which it was mailed.

TERMINATION OF CONTRACT

Client may terminate this agreement with 7 days prior notice to LSA for convenience or cause. Consultant may terminate this Agreement for convenience or cause with seven days prior written notice to client. Failure of client to make payments when due shall be cause for suspension of services, or ultimately termination of the contract, unless and until LSA has been paid in full all amounts due for services, expenses, and other related charges.

If this Schedule of Standard Contract Provisions is attached to a proposal, said proposal shall be considered revoked if acceptance is not received within 90 days of the date thereof, unless otherwise specified in the proposal.
### HOURLY BILLING RATES EFFECTIVE JUNE 2017

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<tr>
<th>Planning</th>
<th>Environmental</th>
<th>Transportation</th>
<th>Air/Noise</th>
<th>Cultural Resources</th>
<th>Biology</th>
<th>GIS</th>
<th>Hourly Rate Range¹²</th>
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<td>Senior Planner</td>
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<td>Senior Transportation Planner/Engineer</td>
<td>Senior Air Quality/Noise Specialist</td>
<td>Senior Cultural Resources Manager</td>
<td>Senior Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist</td>
<td>Senior GIS Specialist</td>
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<td>Planner</td>
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<td>Transportation Planner/Engineer</td>
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<td>Cultural Resources Manager</td>
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<td>GIS Specialist</td>
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<td>Assistant Transportation Planner/Engineer</td>
<td>Air Quality/Noise Analyst</td>
<td>Cultural Resources Analyst</td>
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<td>Assistant GIS Specialist</td>
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**Field Services**
- Senior Field Crew/Field Crew: $70–100

**Office Services**
- Graphics: $115–125
- Marketing: $80–185
- Office Assistant: $55–105
- Project Assistant: $70–100
- Research Assistant/Intern: $50–70
- Word Processing/Technical Editing: $60–115

¹ The hourly rate for work involving actual expenses in court (e.g., giving depositions or similar expert testimony) will be billed at $400 per hour regardless of job classifications.

² Hourly rates are subject to review at least annually, on or about June 1 of each year, and may be adjusted to reflect changing labor costs at LSA’s discretion at that time.

### LSA IN-HOUSE DIRECT EXPENSES EFFECTIVE JUNE 2017

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<th>Description</th>
<th>Unit Cost</th>
<th>Description</th>
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