AGREEMENT FOR SERVICES BETWEEN
THE CITY OF MENLO PARK AND LSA ASSOCIATES, INC.

THIS AGREEMENT made and entered into at Menlo Park, California, this 16th day of September 2019, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and LSA ASSOCIATES, INC., hereinafter referred to as "FIRST PARTY."

WITNESSETH:

WHEREAS, CITY desires to retain FIRST PARTY to provide certain professional services for CITY in connection with that certain project called: Menlo Portal

WHEREAS, Menlo Park Portal Venture, LLC, on behalf of Greystar, proposes to redevelop property addressed 104 Constitution Drive, 110 Constitution Drive and 115 Independence Drive (Assessor’s Parcel Number 055-236-010, 055-236-020, 055-236-190), Menlo Park, with approximately 320 multi-family dwelling units, 33,100 square feet of office and 1,608 square feet of neighborhood benefit space split between two buildings with above grade two-story parking garages integrated into the proposed seven-story residential building and three-story commercial building. The project sites currently contain three single-story office buildings that would be demolished. The proposed residential building would contain approximately 311,341 square feet of gross floor area with a floor area ratio of 223 percent. The proposed commercial building would contain approximately 34,708 square feet of gross floor area with a floor area ratio of 25 percent. The proposal includes a request for an increase in height, density, and floor area ratio (FAR) under the bonus level development allowance in exchange for community amenities. The sites are located within the City’s Residential Mixed Use-Bonus (R-MU-B) zoning district, hereinafter referred to as the “Menlo Portal”; and

WHEREAS, the City has determined that under the California Environmental Quality Act and its applicable guidelines the Project requires the preparation of an Environmental Impact Report, hereinafter referred to as the “EIR”; and

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

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

1. SCOPE OF WORK

In consideration of the payment by CITY to FIRST PARTY, as hereinafter provided, FIRST PARTY agrees to perform all the services as set forth in Exhibit "A," Scope of Services.

2. SCHEDULE FOR WORK
FIRST PARTY’s proposed schedule for the various services required pursuant to this agreement will be as set forth in Exhibit “A,” Scope of Services. CITY will be kept informed as to the progress of work by written reports, to be submitted monthly or as otherwise required in Exhibit “A.” Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of the other, or the other’s employees and agents.

FIRST PARTY shall commence work immediately upon receipt of a “Notice to Proceed” from CITY. The “Notice to Proceed” date shall be considered the “effective date” of the agreement, as used herein, except as otherwise specifically defined. FIRST PARTY shall complete all the work and deliver to CITY all project related files, records, and materials within one month after completion of all of FIRST PARTY’s activities required under this agreement.

3. PROSECUTION OF WORK

FIRST PARTY will employ a sufficient staff to prosecute the work diligently and continuously and will complete the work in accordance with the schedule of work approved by the CITY. (See Exhibit “A,” Scope of Services).

4. COMPENSATION AND PAYMENT

A. CITY shall pay FIRST PARTY an all-inclusive fee that shall not exceed $198,305 as described in Exhibit “A,” Scope of Services. All payments shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. The CITY reserves the right to withhold payment if the City determines that the quantity or quality of the work performed is unacceptable.

B. FIRST PARTY’s fee for the services as set forth herein shall be considered as full compensation for all indirect and direct personnel, materials, supplies and equipment, and services incurred by FIRST PARTY and used in carrying out or completing the work.

C. Payments shall be monthly for the invoice amount or such other amount as approved by CITY. As each payment is due, the FIRST PARTY shall submit a statement describing the services performed to CITY. This statement shall include, at a minimum, the project title, agreement number, the title(s) of personnel performing work, hours spent, payment rate, and a listing of all reimbursable costs. CITY shall have the discretion to approve the invoice and the work completed statement. Payment shall be for the invoice amount or such other amount as approved by CITY.

D. Payments are due upon receipt of written invoices. CITY shall have the right to receive, upon request, documentation substantiating charges billed to CITY. CITY shall have the right to perform an audit of the FIRST PARTY’s relevant records pertaining to the charges.

5. EQUAL EMPLOYMENT OPPORTUNITY
A. FIRST PARTY, with regard to the work performed by it under this agreement shall not discriminate on the grounds of race, religion, color, national origin, sex, handicap, marital status or age in the retention of sub-consultants, including procurement of materials and leases of equipment.

B. FIRST PARTY shall take affirmative action to insure that employees and applicants for employment are treated without regard to their race, color, religion, sex, national origin, marital status or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeship.

C. FIRST PARTY shall post in prominent places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

D. FIRST PARTY shall state that all qualified applications will receive consideration for employment without regard to race, color, religion, sex, national origin, marital status or handicap.

E. FIRST PARTY shall comply with Title VI of the Civil Rights Act of 1964 and shall provide such reports as may be required to carry out the intent of this section.

F. FIRST PARTY shall incorporate the foregoing requirements of this section in FIRST PARTY's agreement with all sub-consultants.

6. ASSIGNMENT OF AGREEMENT AND TRANSFER OF INTEREST

A. FIRST PARTY shall not assign this agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the CITY thereto, provided, however, that claims for money due or to become due to the FIRST PARTY from the CITY under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of an intended assignment or transfer shall be furnished promptly to the CITY.

B. In the event there is a change of more than 30 percent of the stock ownership or ownership in FIRST PARTY from the date of this agreement is executed, then CITY shall be notified before the date of said change of stock ownership or interest and CITY shall have the right, in event of such change in stock ownership or interest, to terminate this agreement upon notice to FIRST PARTY. In the event CITY is not notified of any such change in stock ownership or interest, then upon knowledge of same, it shall be deemed that CITY has terminated this agreement.

7. INDEPENDENT WORK CONTROL

It is expressly agreed that in the performance of the service necessary for compliance with this agreement, FIRST PARTY shall be and is an independent contractor and is not an agent or employee of CITY. FIRST PARTY has and shall retain the right to exercise full control and supervision of the services and full control over the employment, direction, compensation and discharge of all persons assisting FIRST PARTY in the performance of FIRST PARTY's services hereunder. FIRST PARTY shall be solely responsible for its own acts and those of its subordinates and employees.

8. CONSULTANT QUALIFICATIONS

It is expressly understood that FIRST PARTY is licensed and skilled in the professional calling necessary to perform the work agreed to be done by it under this agreement and CITY relies upon the skill of FIRST PARTY to do and perform said work in a skillful manner usual to the profession. The acceptance of FIRST PARTY's work by CITY does not operate as a release of FIRST PARTY from said understanding.

9. NOTICES
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
City of Menlo Park
701 Laurel St.
Menlo Park, CA 94025
650-330-6731
kmmeador@menlopark.org

Notices required to be given to FIRST PARTY shall be addressed as follows:
Theresa Wallace
LSA Associates, Inc.
157 Park Place
Point Richmond, CA 94801
(510) 236-6810
Theresa.wallace@lsa.net

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.

10. HOLD HARMLESS

The FIRST PARTY shall defend, indemnify and hold harmless the CITY, its subsidiary agencies, their
officers, agents, employees and servants from all claims, suits or actions that arise out of, pertain to, or
relate to the negligence, recklessness, or willful misconduct of the FIRST PARTY brought for, or on
account of, injuries to or death of any person or damage to property resulting from the performance of
any work required by this agreement by FIRST PARTY, its officers, agents, employees and servants.
Nothing herein shall be construed to require the FIRST PARTY to defend, indemnify or hold harmless
the CITY, its subsidiary agencies, their officers, agents, employees and servants against any
responsibility to liability in contravention of Section 2782.8 of the California Civil Code.
## 11. INSURANCE

A. FIRST PARTY shall not commence work under this agreement until all insurance required under this Section has been obtained and such insurance has been approved by the City, with certificates of insurance evidencing the required coverage.

B. There shall be a contractual liability endorsement extending the FIRST PARTY's coverage to include the contractual liability assumed by the FIRST PARTY pursuant to this agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the CITY, at the address shown in Section 9, of any pending cancellation of the policy. FIRST PARTY shall notify CITY of any pending change to the policy. All certificates shall be filed with the City.

1. **Workers' compensation and employer's liability insurance:**
   - The FIRST PARTY shall have in effect during the entire life of this agreement workers' compensation and Employer's Liability Insurance providing full statutory coverage. In signing this agreement, the FIRST PARTY makes the following certification, required by Section 18161 of the California Labor Code: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this agreement" (not required if the FIRST PARTY is a Sole Proprietor).

2. **Liability insurance:**
   - The FIRST PARTY shall take out and maintain during the life of this agreement such Bodily Injury Liability and Property Damage Liability Insurance (Commercial General Liability Insurance) on an occurrence basis as shall protect it while performing work covered by this agreement from any and all claims for damages for bodily injury, including accidental death, as well as claims for property damage which may arise from the FIRST PARTY's operations under this agreement, whether such operations be by FIRST PARTY or by any sub-consultant or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be not less than one million dollars ($1,000,000) per occurrence and one million dollars ($1,000,000) in aggregate, or one million dollars ($1,000,000) combined single limit bodily injury and property damage for each occurrence. FIRST PARTY shall provide the CITY with acceptable evidence of coverage, including a copy of all declarations of coverage exclusions. FIRST PARTY shall maintain Automobile Liability Insurance pursuant to this agreement in an amount of not less than one million dollars ($1,000,000) for each accident combined single limit or not less than one million dollars ($1,000,000) for any one (1) person, and one million dollars ($1,000,000) for any one (1) accident, and Three Hundred Thousand Dollars, ($300,000) property damage.

3. **Professional liability insurance:**
   - FIRST PARTY shall maintain a policy of professional liability insurance, protecting it against claims arising out of the negligent acts, errors, or omissions of FIRST PARTY pursuant to this agreement, in the amount of not less than one million dollars ($1,000,000) per claim and in the aggregate. Said professional liability insurance is to be kept in force for not less than one (1) year after completion of services described herein.

C. CITY and its subsidiary agencies, and their officers, agents, employees and servants shall be named as additional insured on any such policies of Commercial General Liability and Automobile Liability Insurance, (but not for the Professional Liability and workers' compensation), which shall also contain a provision that the insurance afforded thereby to the CITY, its subsidiary agencies, and their officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the CITY, its subsidiary agencies and their officers and employees have other insurance against a loss covered by a policy, such other insurance shall be excess insurance only.

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

E. Before the execution of this agreement, any deductibles or self-insured retentions must be declared to and approved by CITY.
### 12. PAYMENT OF PERMITS/LICENSES

Contractor shall obtain any license, permit, or approval if necessary from any agency whatsoever for the work/services to be performed, at his/her own expense, before commencement of said work/services or forfeit any right to compensation under this agreement.

### 13. RESPONSIBILITY AND LIABILITY FOR SUB-CONSULTANTS AND/OR SUBCONTRACTORS

Approval of or by CITY shall not constitute nor be deemed a release of responsibility and liability of FIRST PARTY or its sub-consultants and/or subcontractors for the accuracy and competency of the designs, working drawings, specifications or other documents and work, nor shall its approval be deemed to be an assumption of such responsibility by CITY for any defect in the designs, working drawings, specifications or other documents prepared by FIRST PARTY or its sub-consultants and/or subcontractors.

### 14. OWNERSHIP OF WORK PRODUCT

Work products of FIRST PARTY 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. The reuse of FIRST PARTY's work products by City for purposes other than intended by this agreement shall be at no risk to FIRST PARTY.

### 15. REPRESENTATION OF WORK

Any and all representations of FIRST PARTY, in connection with the work performed or the information supplied, shall not apply to any other project or site, except the project described in Exhibit "A" or as otherwise specified in Exhibit "A."

### 16. TERMINATION OF AGREEMENT

A. CITY may give thirty (30) days written notice to FIRST PARTY, terminating this agreement in whole or in part at any time, either for CITY's convenience or because of the failure of FIRST PARTY to fulfill its contractual obligations or because of FIRST PARTY's change of its assigned personnel on the project without prior CITY approval. Upon receipt of such notice, FIRST PARTY shall:
   1. Immediately discontinue all services affected (unless the notice directs otherwise); and
   2. Deliver to the CITY all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated or produced by FIRST PARTY in performing work under this agreement, whether completed or in process.

B. If termination is for the convenience of CITY, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

C. If the termination is due to the failure of FIRST PARTY to fulfill its agreement, CITY may take over the work and prosecute the same to completion by agreement or otherwise. In such case, FIRST PARTY shall be liable to CITY for any reasonable additional cost occasioned to the CITY thereby.

D. If, after notice of termination for failure to fulfill agreement obligations, it is determined that FIRST PARTY had not so failed, the termination shall be deemed to have been effected for the convenience of the CITY. In such event, adjustment in the contract price shall be made as provided in Paragraph B of this Section.

E. The rights and remedies of the CITY provided in this Section are in addition to any other rights and remedies provided by law or under this agreement.

F. Subject to the foregoing provisions, the CITY shall pay FIRST PARTY for services performed and expenses incurred through the termination date.
17. INSPECTION OF WORK

It is FIRST PARTY's obligation to make the work product available for CITY's inspections and periodic reviews upon request by CITY.

18. COMPLIANCE WITH LAWS

It shall be the responsibility of FIRST PARTY to comply with all State and Federal Laws applicable to the work and services provided pursuant to this agreement, including but not limited to compliance with prevailing wage laws, if applicable.

19. BREACH OF AGREEMENT

A. This agreement is governed by applicable federal and state statutes and regulations. Any material deviation by FIRST PARTY for any reason from the requirements thereof, or from any other provision of this agreement, shall constitute a breach of this agreement and may be cause for termination at the election of the CITY.

B. The CITY reserves the right to waive any and all breaches of this agreement, and any such waiver shall not be deemed a waiver of any previous or subsequent breaches. In the event the CITY chooses to waive a particular breach of this agreement, it may condition same on payment by FIRST PARTY of actual damages occasioned by such breach of agreement.

20. SEVERABILITY

The provisions of this agreement are severable. If any portion of this agreement is held invalid by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect unless amended or modified by the mutual consent of the parties.

21. CAPTIONS

The captions of this agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction, or meaning of any provisions of this agreement.

22. LITIGATION OR ARBITRATION

In the event that suit or arbitration is brought to enforce the terms of this agreement, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees. The Dispute Resolution provisions are set forth on Exhibit "B," 'Dispute Resolution' attached hereto and by this reference incorporated herein.

23. RETENTION OF RECORDS

Contractor shall maintain all required records for three years after the City makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the City, a federal agency, and the state of California.

24. TERM OF AGREEMENT

This agreement shall remain in effect for the period of August 27, 2019 through June 30, 2020 unless extended, amended, or terminated in writing by CITY.
## 25. 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.

## 26. STATEMENT OF ECONOMIC INTEREST

Consultants, as defined by Section 18701 of the Regulations of the Fair Political Practices Commission, Title 2, Division 6 of the California Code of Regulations, are required to file a Statement of Economic Interests with 30 days of approval of a contract services agreement with the City of its subdivisions, on an annual basis thereafter during the term of the contract, and within 30 days of completion of the contract.

Based upon review of the Consultant’s Scope of Work and determination by the City Manager, it is determined that Consultant IS NOT required to file a Statement of Economic Interest. A statement of Economic Interest shall be filed with the City Clerk’s office no later than 30 days after the execution of the agreement.

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

### FOR FIRST PARTY:

<table>
<thead>
<tr>
<th>Signature</th>
<th>September 5, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mike Trotta</td>
<td>CEO</td>
</tr>
<tr>
<td>Printed name</td>
<td></td>
</tr>
</tbody>
</table>
94-1341114 |
| Tax ID# |  
9/11/19 |

### APPROVED AS TO FORM:

| William L. McClure, City Attorney |  
914/19 |

### FOR CITY OF MENLO PARK:

| Starla Jerome-Robinson, City Manager |  
9/14/19 |

### ATTEST:

| Judi A. Herren, City Clerk |  
9/18/19 |
**EXHIBIT “A” – SCOPE OF SERVICES**

### A1. SCOPE OF WORK

FIRST PARTY agrees to provide consultant services for CITY’s Community Development. In the event of any discrepancy between any of the terms of the FIRST PARTY’s proposal and those of this agreement, the version most favorable to the CITY shall prevail. FIRST PARTY shall provide the following services:

Provide general consultant services for projects as determined by the CITY. The detailed scope of work for each task the CITY assigns the consultant shall be referred to as Exhibit A-1, which will become part of this agreement. A notice to proceed will be issued separately for each separate scope of work agreed to between the CITY and FIRST PARTY.

FIRST PARTY agrees to perform these services as directed by the CITY in accordance with the standards of its profession and CITY’s satisfaction.

### A2. COMPENSATION

CITY hereby agrees to pay FIRST PARTY at the rates to be negotiated between FIRST PARTY and CITY as detailed in Exhibit A-1. The actual charges shall be based upon (a) FIRST PARTY’s standard hourly rate for various classifications of personnel; (b) all fees, salaries and expenses to be paid to engineers, consultants, independent contractors, or agents employed by FIRST PARTY; and shall (c) include reimbursement for mileage, courier and plan reproduction. The total fee for each separate Scope of Work agreed to between the CITY and FIRST PARTY shall not exceed the amount shown in Exhibit A-1.

FIRST PARTY shall be paid within thirty (30) days after approval of billing for work completed and approved by the CITY. Invoices shall be submitted containing all information contained in Section A5 below. In no event shall FIRST PARTY be entitled to compensation for extra work unless an approved change order, or other written authorization describing the extra work and payment terms, has been executed by CITY before the commencement of the work.

### A3. SCHEDULE OF WORK

FIRST PARTY’S proposed schedule for the various services required will be set forth in Exhibit A-1.

### A4. CHANGES IN WORK -- EXTRA WORK

In addition to services described in Section A1, the parties may from time to time agree in writing that FIRST PARTY, for additional compensation, shall perform additional services including but not limited to:

- Change in the services because of changes in scope of the work.
- Additional tasks not specified herein as required by the CITY.

The CITY and FIRST PARTY shall agree in writing to any changes in compensation and/or changes in FIRST PARTY’s services before the commencement of any work. If FIRST PARTY deems work he/she has been directed to perform is beyond the scope of this agreement and constitutes extra work, FIRST PARTY shall immediately inform the CITY in writing of the fact. The CITY shall make a determination as to whether such work is in fact beyond the scope of this agreement and constitutes extra work. In the event that the CITY determines that such work does constitute extra work, it shall provide compensation to the FIRST PARTY in accordance with an agreed cost that is fair and equitable. This cost will be mutually agreed upon by the CITY and FIRST PARTY. A supplemental agreement providing for such compensation for extra work shall be negotiated between the CITY and the FIRST PARTY. Such supplemental agreement shall be executed by the FIRST PARTY and may be approved by the City Manager upon recommendation of the Community Development Director.
### A5. BILLINGS

FIRST PARTY's bills shall include the following information: A brief description of services performed, project title and the agreement number; the date the services were performed; the number of hours spent and by whom; the current contract amount; the current invoice amount;

Except as specifically authorized by CITY, FIRST PARTY shall not bill CITY for duplicate services performed by more than one person. In no event shall FIRST PARTY submit any billing for an amount in excess of the maximum amount of compensation provided in Section A2.

The expenses of any office, including furniture and equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by FIRST PARTY in the performances of this agreement shall be incurred at the FIRST PARTY's discretion. Such expenses shall be FIRST PARTY's sole financial responsibility.
C. SCOPE OF WORK

LSA will undertake the following tasks, as identified in Table 1, Work Program Outline, and described in greater detail below, for preparation of the EIR and Initial Study for the proposed project.

**TASK A. PROJECT INITIATION**

Project initiation will consist of several tasks, including attendance at a project start-up meeting, a site visit/field surveys, and data gathering and review. The project description for the EIR, which will also be used for the Notice of Preparation (NOP) and Initial Study will be prepared as part of project initiation subtasks.

### 1. Start-Up Meeting/Site Visit

LSA will attend a start-up meeting with City staff and the project sponsor team. At this meeting, the project team will discuss elements of the proposed project, the status of the development application, and various data needs.

LSA will also visit the project site to familiarize ourselves with existing conditions and site features. Photographs of the site and adjacent land uses will be obtained during the site visit.

### 2. Data Gathering and Evaluation

Existing data and analyses applicable to the project site and vicinity will be collected and evaluated. These include ConnectMenlo and its Final EIR, other background documents obtained from the City and/or the project sponsor, and applicable Menlo Park planning, policy, and environmental documents.

### 3. Notice of Preparation/Scoping Session

LSA will prepare a Notice of Preparation (NOP) in accordance with the requirements of CEQA. The NOP will include a project description, location map, conceptual project site plan, and a detailed description of the expected environmental topics to be covered in the Initial Study and EIR. LSA will be responsible for distributing the NOP to the State Clearinghouse. In addition, LSA will work with the City to circulate the NOP to the appropriate local, regional, State, and federal agencies, as well as additional distribution and posting consistent with City practices. Following the 30-day comment period, LSA will review all comments, distribute comments to members of the LSA team as
necessary, and recommend any needed changes to the proposed work program (see Task A.5, below).

Theresa Wallace and Matthew Wiswell will also be available to facilitate the public scoping session during the 30-day NOP comment period. As part of this public meeting, it is assumed that LSA will make a short presentation that outlines the project's environmental review requirements and process.

Following the scoping session, LSA will prepare a written summary of environmental issues raised at the session and submit it to City staff for review and comment. The NOP, along with the written comment letters received on the NOP, will be included as an Appendix to the Draft EIR.

4. Project Description

Based on the submitted site plans, technical studies completed for the proposed project, and consultation with City staff and the project team, LSA will draft a project description that includes all elements necessary to comply with CEQA, including, but not limited to, the purpose, phasing, and physical elements of the project, including building use, square footage and height. The project description will include maps showing the existing buildings adjacent to the site, and the location and boundaries of the proposed project, as well as a written description of the existing uses so that the changes between existing and proposed uses can be identified. In addition, the project description will include a discussion of the background, objectives of the project, and construction phasing plan. The project description will describe the overall approval process for the project and identify all discretionary and anticipated subsequent approvals. All relevant agencies and reviewing bodies will also be identified.

Crafting an appropriately detailed and illustrated project description is often the single most time-consuming (as well as important) element of a CEQA review document. LSA will work closely with the City to ensure that the project description provides a level of detail appropriate for CEQA analysis. A draft project description will be submitted to the City and project sponsor for review and comment before the LSA team begins conducting any impact analyses.

5. Work Program Refinement

It may be necessary to refine the work program in accordance with information compiled in the above subtasks. Upon receipt and review of all of the comments on the NOP and taking into consideration comments heard at the scoping session, LSA will work with City staff to refine the scope of work and budget, if necessary, to address any environmental issues that are not yet adequately addressed in this work program.

TASK B. INITIAL STUDY

An Initial Study will be prepared in accordance with CEQA and City guidelines; LSA will utilize the Environmental Checklist Form (Appendix G of the CEQA Guidelines) to focus-out environmental topics that do not warrant detailed analysis in the EIR. Where appropriate, the Initial Study will tier off of the analysis included in the ConnectMenlo Final EIR and will include a brief project description documenting existing conditions, project impacts for the checklist topics, resulting level of
significance for each of the checklist topics, and applicable mitigation measures identified in the ConnectMenlo Final EIR or standard City conditions of approval.

Based on LSA's understanding of the ConnectMenlo Final EIR and 2017 Settlement Agreement and preliminary review of the proposed project and existing site conditions, LSA believes that the following environmental issue topics will require detailed review in the EIR: population and housing; transportation; air quality, greenhouse gas emissions; and operation-period traffic noise. These topics will therefore only be briefly addressed in the Initial Study. If the analysis in the Initial Study finds that the project would result in significant impacts to other aspects of the physical environment, these topics will also be incorporated into the EIR by way of Task A.5 (Work Program Refinement). The work program for the Initial Study is outlined below.

1. **Administrative Draft Initial Study**

   LSA will prepare an Administrative Draft Initial Study with the following components, including figures to illustrate the project location and features:
   - Project Description
   - CEQA Appendix G Environmental Checklist Form
   - Mandatory Findings of Significance
   - Contacts and Bibliography

   An electronic copy of the Administrative Draft Initial Study will be submitted to the City for review and comment. If desired by the City, LSA will schedule a conference call to discuss with the City the comments on the Administrative Draft.

   The following topics are expected to be focused-out of the EIR and will be fully addressed in the Administrative Draft Initial Study.

   a. **Aesthetics.** The proposed project would result in the demolition of three single-story buildings containing a mix of office and industrial uses and construction of one seven-story apartment building and one three-story office building in a historically light industrial and commercial area of the City that is transitioning to residential and office uses. The aesthetics section will describe existing visual conditions in and around the project site as well as views to and from the surrounding area. Impacts of the proposed project on scenic vistas, scenic resources, and visual character will be described. This section will focus in particular on the project's height, massing, and orientation, as well as its relationship to surrounding uses and character.

   b. **Agriculture and Forestry Resources.** The proposed project would not have any effect on agricultural or forestry resources, as these resources are not present on or adjacent to the project site. LSA will provide brief responses to the checklist questions for this topic.

   c. **Biological Resources.** The project site is located in a developed area within the City of Menlo Park. Vegetation on or in the immediate vicinity of the project site is limited to ornamental landscaping, including mature eucalyptus trees. It is anticipated that the project applicant would provide documentation related to the presence or absence of heritage trees on or within the
h. **Hydrology and Water Quality.** Development of the proposed project would alter existing drainage conditions on the project site including through the change in the amount and location of pervious and impervious surfaces. LSA will qualitatively evaluate potential impacts to hydrology and water quality and will respond to checklist questions related to water quality, groundwater resources, groundwater recharge, flooding, and erosion. The analysis will be based on stormwater drainage plans provided by the project sponsor, stormwater requirements C.3 data forms (if available), and discussions with City staff. Project compliance with standard regulations governing hydrology and water quality as identified in the ConnectMenlo Final EIR will be discussed.

i. **Land Use and Planning.** The proposed project would redevelop the site from an office/industrial to residential and commercial office use. LSA will evaluate the project’s compatibility with surrounding land uses and discuss the project’s consistency with applicable land use policies and regulations included in the City’s General Plan and Zoning Ordinance that could lead to significant physical impacts. An evaluation of the requested discretionary approvals will also be included in this section.

j. **Mineral Resources.** It is anticipated that the project will have no effect on mineral resources. LSA will provide brief responses to the checklist questions for this topic.

k. **Noise (Construction Period).** The ConnectMenlo Final EIR determined that all impacts related to construction noise could be reduced to a less-than-significant level through the implementation of mitigation measures. Therefore, construction-period noise and vibration will be qualitatively evaluated in the Initial Study. The project site is not located within the vicinity of any private or public airports, and this topic will also be briefly addressed.

l. **Public Services.** The proposed project is anticipated to be consistent with the development assumptions presented in the ConnectMenlo Final EIR and it is not expected that the proposed project would create increased demand for public services including fire service, police service, schools, libraries, and recreation, such that physical environmental impacts would occur. LSA will provide brief responses to the checklist questions for this topic and reference the conclusions and analysis presented in the ConnectMenlo Final EIR, including any applicable impact fees that may be required.

m. **Recreation.** The proposed project is anticipated to be consistent with the development assumptions presented in the ConnectMenlo Final EIR and it is not expected that the proposed project would create increased demand for park and recreational services. LSA will provide brief responses to the checklist questions for this topic and reference the conclusions and analysis presented in the ConnectMenlo Final EIR. This section will also include a discussion of the open space and recreational facilities to be provided on site in compliance with City requirements.
n. **Tribal Cultural Resources.** To comply with Assembly Bill 52 requirements, LSA will prepare a draft Tribal Notification for the project, which includes the Notification Regarding Tribal Cultural Resources and CEQA letter and full project description. The City will be responsible for distributing the notice and project description to the tribal distribution list. Assembly Bill 52 provides a period of 30 calendar days in which to request consultation. Should the City require more formal consultation assistance pursuant to Assembly Bill 52, LSA can assist with this task as necessary and may request a portion of the contingency amount to complete this task. The results of the consultation process will be summarized in the Initial Study checklist for this topic.

o. **Utilities and Service Systems.** LSA will evaluate the proposed project’s effects on utility and service systems that could result from implementation of the proposed project. LSA will describe the existing utility systems serving the project area and work with City staff to determine if the proposed project would require an expansion of existing infrastructure or facilities. This analysis will include relevant information from the ConnectMenlo Final EIR, as appropriate.

p. **Wildfire.** The project site is located in an urban area. Impacts associated with wildfire hazards and implementation of emergency response/evacuation plans are not anticipated; therefore, LSA will provide brief responses to the checklist questions for this topic.

2. **Screencheck Draft Initial Study**

   LSA will amend the Administrative Draft Initial Study based on a single set of consolidated non-contradictory comments provided to LSA by City staff. At this time, based on the preliminary analysis included in the Administrative Draft Initial Study, LSA and City staff will confirm the topics to be focused out of the EIR analysis and determine if any changes to the proposed work program are warranted.

   A digital version of the Screencheck Draft Initial Study will be provided to the City to verify that all requested changes have been made and all appendix materials, references, and final graphics are acceptable. We have allotted time for responding to changes; however, if this task exceeds the cost allotted in the budget due to changes in project description or requests for additional analysis that are not necessary to prepare a legally-adequate document, a budget adjustment may be required.

3. **Public Review Draft Initial Study**

   Final changes to the Screencheck Draft Initial Study will be made based on minor comments from the City. Up to 20 paper copies as well as an electronic version of the Initial Study will be provided to the City. The Initial Study would be circulated with the NOP (refer to Task A.3).

**TASK C. ENVIRONMENTAL IMPACT REPORT**

Based on the City's 2017 Settlement Agreement with the City of East Palo Alto and LSA's review of the ConnectMenlo Final EIR and preliminary review of the proposed project and existing site conditions, LSA believes that the following environmental issue topics will require detailed review in the EIR: population and housing; transportation; air quality; greenhouse gas emissions, and operation-period traffic noise. The work program for the EIR is outlined below.
1. Setting and Impacts

The setting and impacts documentation for each of the issue areas described below will be incorporated into the EIR. This analysis will clearly describe the affected environment and the environmental consequences of implementation of the proposed project. The agreed upon significance thresholds will be clearly stated within each section and will be used to determine impacts. Where relevant, impacts will be separately identified by their occurrence during either the construction or operations periods. Feasible mitigation measures (as well as the residual impacts or effects of each measure) will be identified. Cumulative impacts will also be addressed.

a. Population and Housing. The proposed project would result in the development of residential and office uses on an infill site within the City, which was evaluated in the ConnectMenlo Final EIR. The existing demographics of the project area and its vicinity will be identified and described based on the most current data available, including the General Plan, Census data, and the Association of Bay Area Governments (ABAG) Plan Bay Area. KMA will prepare a Housing Needs Assessment, which will form the basis of the analysis in this section of the EIR. KMA's scope of work for the Housing Needs Assessment is included as an attachment to this proposal. LSA will assess the population, employment and housing impacts that would be created by the proposed project relative to the conclusions and analysis presented in the ConnectMenlo Final EIR and the Housing Needs Assessment.

b. Transportation and Circulation. Kittelson & Associates will evaluate potential impacts related to transportation and circulation and incorporate the analysis into the EIR section. Kittelson’s full scope of work for preparation of the traffic impact analysis is included as an attachment to this proposal. LSA will review and incorporate all submittals from Kittelson into the Draft EIR prior to submittal to the City.

c. Air Quality. Development activity associated with implementation of the proposed project could increase pollutant concentrations in Menlo Park through increased vehicle trips and construction activities. LSA will conduct an air quality analysis consistent with the current BAAQMD CEQA Guidelines in compliance with the ConnectMenlo EIR’s Mitigation Measures AQ-3a and AQ-3b. The air quality analysis for the project will compare the impacts of the project to those identified in the ConnectMenlo Final EIR and discuss whether or not any new or more severe impacts would occur. The analysis will include the following components: (1) assessment of baseline air quality in the area based on data from the BAAQMD and California Air Resources Board (CARB); (2) quantitative assessment of project construction and operational impacts using the California Emissions Estimator Model (CalEEMod) (where possible, construction details, such as duration of construction period and equipment used, should be provided to LSA - otherwise default model assumptions will be utilized); (3) quantitative assessment of project construction and operational health risk impacts, including a health risk assessment (HRA), consistent with the requirements of Mitigation Measure AQ-3b; and, (4) recommendation of mitigation measures consistent with the BAAQMD guidelines, if necessary, including measures that would be capable of reducing any potential cancer and non-cancer risks to an acceptable level. Potential impacts associated with other emission sources, including odors, will be scoped out of the analysis in the Initial Study.

d. Greenhouse Gas Emissions. The transportation evaluation that will be prepared for the proposed project could indicate that more significant impacts related to transportation, and
therefore GHGs, could occur with implementation of the proposed project, as compared to the impacts identified in the ConnectMenlo Final EIR. Therefore, LSA will evaluate the project’s impacts on global climate change in the Focused EIR, consistent with the requirements of the BAAQMD. LSA will provide a quantitative assessment of greenhouse gas emissions associated with all relevant sources related to the project for which project data are available, including construction activities using emissions model CalEEMod. LSA will also provide a qualitative assessment of the project’s consistency with relevant plans and regulations, including the City of Menlo Park’s Climate Action Plan.

e. Noise (Operation-Period). The transportation evaluation that will be prepared for the proposed project could indicate that more significant impacts related to transportation, and therefore transportation-related noise, could occur with implementation of the proposed project, as compared to the impacts identified in the ConnectMenlo Final EIR. Therefore, LSA will prepare a noise analysis for the proposed project as part of the Focused EIR. The noise analysis will include the following components: 1) a description of the regulatory framework for noise based on City of Menlo Park General Plan standards and the Municipal Code noise ordinance; 2) quantitative description of existing noise conditions in and around the project site based on one long-term and up to four short-term noise measurements; 3) quantitative assessment of noise impacts on sensitive receptors related to project operation; 4) noise compatibility assessment based on the location of the project in relation to roadway noise based on the noise monitoring results; and 5) preparation of mitigation measures consistent with best practices. LSA will determine if upgraded window and wall assemblies are necessary to meet interior noise standards.

2. Alternatives

The LSA team will identify and evaluate up to three alternatives to the proposed project, one of which will be the CEQA-required No Project alternative. The two other alternatives will be developed in consultation with the City. The development and selection of alternatives will be informed by the input received in response to the NOP, as well as any significant impacts of the project that are identified in the Draft EIR.

According to the CEQA Guidelines, alternatives may be evaluated in less detail than the project; however, it is assumed that quantitative analysis for the topics of transportation, air quality, greenhouse gas emissions, and noise would be undertaken to compare the impacts of each alternative to those identified for the proposed project. Alternatives can be a key issue of community concern. Therefore, the discussion will be of sufficient detail to evaluate the benefits and drawbacks of each alternative, and to provide conclusions regarding the alternatives. Based on this analysis, the Environmentally Superior Alternative will be identified (as required by CEQA).

3. Other CEQA Considerations

LSA will prepare the appropriate conclusions to fulfill CEQA requirements by providing an assessment of several mandatory impact categories, based on the conclusions and analysis presented in the ConnectMenlo Final EIR and Tasks B and C.1 as discussed above, including:

• Growth inducement;
• Significant effects that cannot be avoided if the proposed project is implemented;
• Significant irreversible environmental changes if the proposed project is implemented; and

• Effects found not to be significant.

The Effects Found Not to be Significant discussion will summarize the findings of the Initial Study.

4. **Administrative Draft EIR**

The information developed above will be organized into an Administrative Draft EIR. The EIR will include the following components: Title/Cover Page; Table of Contents; Introduction; Executive Summary; Project Description; Setting, Impacts, and Mitigation Measures; Other CEQA Considerations; Alternatives to the Proposed Project; List of Report Preparers; List of Persons and Organizations Contacted; Bibliography; and Technical Appendices (as needed).

Electronic versions of the Administrative Draft EIR (with appendices) in Word and PDF format will be submitted to City staff for distribution, review, and comment. LSA will discuss comments on the Administrative Draft EIR with the City over the phone or in person.

5. **Screencheck Draft EIR**

LSA will amend the Administrative Draft EIR based on a single set of consolidated non-contradictory comments provided by the City. We have allotted time for responding to changes; however, if this task exceeds the cost allotted in the budget due to changes in project description or requests for additional analysis that are not necessary to prepare a legally-adequate document, a budget adjustment may be required.

Electronic versions of the Administrative Draft will be provided for review by City staff to verify that all requested changes have been made. LSA will also provide a compare version of the Screencheck Draft. This version will show text changes made to the Administrative Draft EIR in underline and strikeout for the City to more easily confirm that all comments and edits are fully incorporated into the Screencheck Draft.

6. **Public Review Draft EIR**

LSA will make any minor necessary revisions to the Screencheck Draft EIR and prepare the public review Draft EIR. An electronic version of the document in PDF format will be prepared for City distribution and posting on the City website. In addition, up to 20 paper copies will be provided. LSA will prepare a Notice of Completion, in accordance with the CEQA Guidelines, and coordinate with the City to distribute the Draft EIR pursuant to CEQA and City review procedures. LSA will be responsible for distributing the NOC to the State Clearinghouse including fifteen (15) paper copies of the Summary Chapter.

**TASK D. RESPONSE TO COMMENTS DOCUMENT AND FINAL EIR**

After the 45-day public review period, and prior to hearings for certification of the EIR, LSA will prepare a Response to Comments (RTC) Document. The Draft EIR and the RTC Document together constitute the Final EIR. As part of this task, LSA will also prepare a Mitigation Monitoring and Reporting Program (MMRP) and the Administrative Record for the EIR.
1. **Administrative Draft RTC Document**

The LSA team will formulate responses to comments received on the Draft EIR, including written comments received from the public and agencies, and prepare an Administrative Draft RTC Document. Included in this document will be: 1) a list of persons, organizations, and public agencies commenting on the Draft EIR; 2) copies of all written comments, and the responses to these comments; 3) written comments and any verbal comments received at a public hearing and responses to these comments; and 4) any necessary revisions to the Draft EIR. The budget estimate in Table 3 shows the level of professional effort assumed for this task. Should an unexpectedly large volume of comments be submitted (e.g., an organized letter-writing campaign by anti-development advocates or a substantial package of comments by a law firm representing union interests), an adjustment in the budget to cover work beyond the assumed level would be needed.

Electronic versions of the Administrative Draft RTC Document in Microsoft Word and PDF format will be submitted to City staff for distribution, review and comment. LSA will discuss comments on the Administrative Draft RTC Document with the City over the phone or in person.

2. **Screencheck Draft RTC Document**

Working from a single set of consolidated and non-contradictory comments, LSA will amend the Administrative Draft RTC Document and prepare a Screencheck version. Digital files of the clean and compare versions of the Screencheck Draft of the RTC Document will be provided to verify that all changes have been made. The compare version will show text changes made to the Administrative Draft RTC Document in underline and strikeout for the City to more easily confirm that all comments and edits are fully incorporated into the Screencheck Draft.

3. **Final RTC Document**

Upon successful completion and approval of the Screencheck Draft RTC Document, LSA will provide an electronic version of the RTC Document for public distribution and submittal to the City. LSA will provide a draft Notice of Determination (NOD) for the City to file with the County Clerk upon certification of the EIR.

4. **Mitigation Monitoring and Reporting Program**

LSA will prepare a Mitigation Monitoring and Reporting Program (MMRP) for the project and will identify responsibility for implementing and monitoring each mitigation measure, along with monitoring triggers and reporting frequency, subject to approval by City staff. LSA will also work closely with City staff to ensure the program is prepared in a format that will be easy for staff to implement and be tailored to the City’s procedures.

5. **Administrative Record**

LSA will compile the Administrative Record related to preparation of the CEQA documents and provide the appropriate documentation in electronic format to the City as part of the Final EIR.
TASK D. PUBLIC HEARINGS AND MEETINGS

LSA's Principal in Charge and Project Manager (Theresa Wallace) will be available to attend working sessions with Planning staff to gather information, review progress, arrive at a reasonable range of alternatives, review preliminary findings, discuss staff comments, and offer input into discussions on the proposed project. The proposed cost estimate includes attendance by both Theresa and Matthew at the project start-up meeting and the EIR scoping session, as detailed above. In addition, we have budgeted (under this task) for attendance at up to four meetings and/or public hearings with City staff and/or the project team. Attendance at additional meetings or hearings would be billed on a time and materials basis.

TASK E. PROJECT MANAGEMENT

Theresa will undertake a variety of general project management tasks throughout the EIR preparation period. Theresa will provide input on the scope, budget, contract negotiations and management, and scheduling of the project, and will be responsible for the overall quality of all work undertaken. She will be available for consultation on CEQA procedural matters as well as application of the CEQA Guidelines to this project.

With assistance from Matthew, Theresa will also coordinate the day-to-day activities associated with the project, including regular client contact, oversight of subconsultants and team members, schedule coordination, and development of products. She will also provide direction to all team members that will ensure an internally-consistent, coherent document. Theresa will review all subconsultant submittals and in-house prepared text, tables, and graphics before these materials are presented to the City as administrative review documents.
D. SCHEDULE

The proposed preliminary schedule for this scope of work is shown in Table 2. The schedule assumes a start date of September 9, 2019 but could be adjusted if an earlier start date is anticipated. The Administrative Draft EIR will be submitted to the City within 3 weeks of completion of the transportation impact analysis inputs by Kittelson & Associates and regional housing needs assessment prepared by KMA. It is assumed that the transportation impact analysis will commence when the NOP is published, per standard City practice.

Table 2: Proposed Preliminary Schedule

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Responsible Party</th>
<th>Duration</th>
<th>Dates</th>
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<tr>
<td>Authorization to Proceed</td>
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<td>Sept 9, 2019</td>
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<td>Draft Project Description and Initiation Tasks</td>
<td>LSA</td>
<td>2 weeks</td>
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<td>Prepare Draft Housing Needs Assessment</td>
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E. COST ESTIMATE

For completion of the scope of work set forth in this proposal and accomplished according to the preliminary proposed schedule outlined above, which assumes an approximately one year project duration, LSA proposes a total budget of $188,905. We have included a 5 percent contingency amount of $8,900, which would not be used without written authorization from the City. With the contingency amount, the total budget would be $198,305. A detailed breakdown of the budget is included in Table 3. This scope of work and cost estimate is valid for 60 days.
As is always the case with LSA, we welcome the opportunity to work with you to revise the scope, schedule and/or budget to better meet your needs. We appreciate the opportunity to submit this proposal, and look forward to continuing to work with the City. If you have any questions regarding this proposal, please contact Theresa Wallace at (510) 236-6810 or contact us by email at theresa.wallace@lsa.net.

Sincerely,

LSA ASSOCIATES, INC.

Theresa Wallace, AICP
Principal

Attachment 1: Kittelson & Associates, Inc. Scope of Work
Attachment 2: Keyser Marston Associates Scope of Work
### Table 3: Cost Estimate for the Proposed 115 Independence Drive Project

#### LABOR COSTS

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#### Task A: Project Initiation

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Subtotal for Task A: $16 | 17 | 0 | 0 | 0 | 2 | 5 | $18,205

#### Task B: Initial Study

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Subtotal for Task B: $18 | 58 | 10 | 8 | 10 | 11 | $13,430

#### Task C: Environmental Impact Report

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Subtotal for Task C: $45 | 74 | 30 | 31 | 87 | 28 | 17 | $41,290

#### Task D: Response to Comments Document

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Subtotal for Task D: $35 | 25 | 3 | 0 | 0 | 10 | 11 | $18,930

#### Task E: Public Hearings and Meetings

Subtotal for Task E: $16 | 12 | 0 | 0 | 0 | 0 | 0 | $1,500

#### Task F: Project Management

Subtotal for Task F: $20 | 13 | 0 | 0 | 0 | 0 | 0 | $1,500

TOTAL LABOR: $180 | 218 | 24 | 31 | 95 | 50 | 41 | $81,635

#### DIRECT COSTS

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TOTAL DIRECT COSTS: $162,270

TOTAL LSA TEAM BUDGET WITHOUT CONTINGENCY: $188,905

CONTINGENCY AT 5 PERCENT: $9,400

TOTAL LSA TEAM BUDGET WITH CONTINGENCY: $198,305
ATTACHMENT 1

Kittelson & Associates, Inc.
Scope of Work
August 7, 2019

Kyle Perata
Principal Planner
701 Laurent St – City Hall 1st Floor
Menlo Park, CA 94025
(650) 330-6721

RE: Menlo Park 115 Independence Drive & 104-110 Constitution Drive – Greystar “Menlo Portal”
Multifamily Development - Transportation Impact Analysis Scope in Support of CEQA Requirement

Revised to address City comments on: 8/06/2018

Attached is our proposed scope of work to prepare a transportation impact analysis (TIA) section for the
Menlo Portal project proposed by Greystar for 320 new housing units and 34,706 sf of office use at 115
Independence Drive in the City of Menlo Park. This analysis will focus on the project description and site
plan recently submitted to the City. The TIA will serve as the transportation section of the environmental
document for this project to satisfy the California Environmental Quality Act (CEQA) requirement. We
understand the project can be cleared as a focused EIR to the Connect Menlo Program Level EIR.

This scope was developed based on our discussions with City staff, a review of the project description,
our understanding of the preliminary proposed development plan, our familiarity with the City, and our
current work on the nearby 110 Independence Drive and Commonwealth Building 3 projects. As a result,
this scope reflects a cost and resource sharing among these projects. We are happy to discuss it with
you and the City and fine-tune it based on your comments.

We estimate the cost of our work effort to be approximately $60,000. This is summarized in the budget
table. We propose to conduct the work on a time-and-materials basis at our standard billing rates. This
proposal (scope of work, budget, and timeline) is effective for sixty days.

I will serve as the Project Manager and Mike Aronson will serve as the Project Principal providing senior
review and quality assurance. Any questions of a technical or contractual nature can be directed to
Damian Stefanakis.

Please review this proposal at your earliest convenience. Thank you for the opportunity to propose on
this project. If you have any questions, please call us at 510-433-8083.
Sincerely,
KITTELSON & ASSOCIATES, INC.

Damian Stefanakis  
Project Manager

Mike Aronson, P.E.  
Principal Engineer
PART A - SCOPE OF WORK

The applicant has recently submitted a proposal to Menlo Park called the Menlo Portal for the development of 3 parcels consisting of 320 new housing units and up to 34,706 sf of office.

Figure 1 below provides a location map of the project site. Figure 2 shows the site plan, dated May 20, 2019. Kittelson and Associates, Inc. (KAI) recognizes this may not be current so we will check with the City prior to commencing with the work.

To proceed with this application, the City requires a focused EIR to assess and document the potential environmental impacts of the proposed project.

In addition to the No Project, there will be one Project Alternative analyzed at a qualitative level:

- Reduced Project Alternative 1 – TBD

The following presents Kittelson & Associates, Inc.'s (KAI) understanding of the Project, and proposed scope of work for assisting in the completion of the Transportation Section that will meet the needs and requirements of the City of Menlo Park, Caltrans, as well as City/County Association of Governments of San Mateo County (C/CAG).
Figure 1: 115 Independence Drive Location Map

Source: Heller Manus Architects – Location of 115 Independence Drive, 5/20/2019
TASK 1: PROJECT INITIATION AND SCOPING

KAI will work closely with the City and the CEQA consultant to coordinate and to include all the required analyses in this study. This task includes a scoping meeting and initial discussions and refinements to the scope and study locations and ongoing project management for the duration of the study.

TASK 2: PROJECT DESCRIPTION

This section will include a brief description of the existing use on the Project site, the current land use, and a summary of the proposed Project and one Project Alternative. A graphic representation of the Project area and the planned location for the Project will be provided.

Data to be obtained from the City:

- Project description and Project Alternative descriptions
- Most recent Project site plan
- Additional information relevant to the Project
Menlo Park 115 Independence Drive Development EIR - Transportation Impact Analysis Scope
August 7, 2019

- Recent 2019 traffic counts (already received these from City)
- Travel demand model from the General Plan (received already)
- Recent General Plan and EIR for Connect-Menlo (received already)
- Most recent Menlo Park Traffic Analysis Guidelines (2004 Circulation System Assessment –CSA) or more recent update to the 2004 CSA
- VISTRO model containing the study intersections and the existing AM and PM signal timings for the signalized study intersections (received already)
- Figures showing the existing bicycle facilities in the study area, preferably in GIS format
- Figures showing the existing pedestrian facilities in the study area, preferably in GIS format
- A list of projects (under construction, approved but not yet constructed, proposed) to be included in the Near Term and Cumulative scenarios. The information provided by the City should include trip generation, trip distribution and trip assignment information for these approved projects.
- A list of roadway system improvements associated with the developments to be included in each of the Near Term and Cumulative scenarios.
- The City's parking requirement for the various land use types

Note: Much of this data has been collected or requested for the Commonwealth Building 3 project.

TASK 3: DATA COLLECTION

Intersections

It is our understanding that the City has conducted their bi-annual counts in the spring of 2019. These have already been provided to KAI in Excel format. KAI will use the new counts provided by the City for the analysis. KAI proposes to analyze the following 15 intersections. (note: these are similar intersections as proposed for the 111 Independence Drive project, as paired down in coordination with City staff):

1. Marsh Road and Bayfront Expressway (State)
2. Marsh Road and US-101 NB Off-Ramp (State)
3. Marsh Road and US-101 SB Off-Ramp (State)
4. Marsh Road and Scott Drive (Menlo Park)
5. Marsh Road and Bay Road (Menlo Park)
6. Marsh Road and Middlefield Road (Atherton)
7. Marsh Road and Florence Street-Bohannon Drive (Menlo Park)
8. Chrysler Drive and Bayfront Expressway (State)
9. Chrysler Drive and Constitution Drive (Menlo Park)
10. Chrysler Drive and Jefferson Drive (Menlo Park)
11. Chrysler Drive and Independence Drive (Menlo Park)
12. Chilco Street and Bayfront Expressway (State)
13. Chilco Street and Constitution Drive (Menlo Park)
14. Willow Road and Bayfront Expressway (State)
15. University and Bayfront Expressway (State)
Given there is an existing use on the site, KAI would coordinate with the City to determine if that use is still active, and conduct driveway counts at the site in order to provide a credit for existing trip generation. If it is not active, then there will be no credit for the existing use.

KAI will contact Caltrans to obtain the most current traffic counts on the US 101 freeway mainline and ramps. The PeMS database will also be consulted for recent volume information.

**TASK 4: EXISTING CONDITIONS**

KAI will document the existing traffic, transit, bicycle, and pedestrian components of the transportation system within the study area.

*Field Reconnaissance*

KAI staff will conduct a field visit during the AM and PM peak periods on a typical weekday (Tuesday, Wednesday or Thursday) in the immediate study area to observe:

- Traffic patterns and circulation in the site vicinity
- Study intersection lane geometrics
- Traffic control
- Pedestrian circulation and facilities/amenities
- Bicycle circulation and facilities/amenities
- Proximity of public transit service
- Sight distance issues at study intersections
- Potential access issues

*Roadway, Transit, Bicycle, Pedestrian*

KAI will describe the existing roadway network, transit services, bicycle facilities and pedestrian facilities in the study area. KAI will also prepare the following figures:

- Map of all study intersections illustrating existing counts, existing lane configurations and signal control;
- Map of transit services within the study area;
- Map of bicycle facilities in the study area; and
- Map of pedestrian facilities in the study area.

*Intersections*

KAI will determine and report the existing intersection level-of-service (LOS) conditions for the 15 study intersections during the weekday AM and PM peak hours.
Study intersections will be analyzed using the VISTRO software package and the 2010 Highway Capacity Manual (HCM 2010) Operations Methodology. City has already provided the most updated Existing Year VISTRO model file as developed for the recent General Plan that includes the existing AM and PM signal timing information for all signalized study intersections. KAI would add the additional intersections outside of the City (if they are not already included).

The existing traffic volumes for all study intersections will be illustrated in a figure. The resultant LOS will be summarized in a table format, and to the extent relevant, they will be compared against the Existing LOS as reported in the General Plan. For unsignalized intersections, the LOS will be reported for the worst approach movement. Signal warrant analysis will be performed for any unsignalized study intersections.

Routes of Regional Significance – CMP Segments

Since it is expected that the proposed project will generate more than 100 PM peak hour trips, it will be subject to review by the San Mateo County Congestion Management Program (CMP) and its requirements. KAI will prepare the analysis for the CMP segments.

KAI will perform LOS analysis during the weekday AM and PM peak hours for the following CMP locations:

Arterials

1. SR 84 Bayfront Expressway
2. SR 109 University Avenue
3. SR 114 Willow Avenue

Freeways

4. US 101, North of Marsh Road
5. US 101, north of Willow Road
6. US 101, north of University Avenue
7. US 101, south of University Avenue

Freeway Ramps

1. US 101 ramps at Marsh Road
2. US 101 ramps at Willow Road

TASK 5: DEVELOPMENT OF NEAR-TERM CONDITIONS

The Near Term or Background (Existing plus Approved) Conditions will include traffic projections of all the approved but not yet constructed developments in the study area. Near Term Conditions will also include selected roadway system improvements associated with the approved developments. The Project site is assumed to remain as current conditions under the Near Term Conditions.
According to City staff, the City VISTRO model does not include individual projects representing the near-term condition, therefore KAI will need to update the City VISTRO model with a list of relevant near-term projects to be obtained from Menlo Park, Redwood City and East Palo Alto (and Atherton). Note: City staff are currently updating the approved near-term project list for the Commonwealth project. This study will use the same information.

Traffic projections for US 101 will be developed by adding traffic from the approved but not yet constructed developments to the existing traffic counts.

Intersections

KAI will determine the intersection LOS analysis for the 15 study intersections during weekday AM and PM peak hours for the Near-Term Conditions using the same methodology as presented under the Existing Conditions. KAI will perform signal warrant analysis for any unsignalized study intersections.

TASK 6: DEVELOPMENT OF CUMULATIVE NO PROJECT CONDITIONS

The Cumulative No Project Conditions will be represented by Year 2040 conditions which include traffic projections from approved and probable future development projects in the study area. The Cumulative No Project Conditions will also include roadway system improvements as identified in the Menlo Park General Plan. The Project site is assumed to remain as current conditions under the Cumulative No Project Conditions. This scope assumes that the majority of information on cumulative development is already included in the VISTRO model to be provided by the City.

Traffic projections for US 101 through San Mateo and Menlo Park will be developed from freeway forecasts using the Citywide General Plan version of the C/CAG-VTA County Travel Model, which covers both San Mateo and Santa Clara Counties and is maintained by Santa Clara Valley Transportation Authority (VTA) staff.

For this scope, it is assumed that the City VISTRO model does NOT include a list of relevant trip generation for all Cumulative projects to be included in the analysis. Therefore, KAI will review the City’s travel demand model to determine what growth factor should be applied for any regional background growth.

It is assumed the future year (2040) model already includes land uses in Menlo Park from the proposed buildout conditions of the ConnectMenlo General Plan Update.

Intersections

KAI will determine the intersection LOS analysis for the 15 study intersections during weekday AM and PM peak hours for the Cumulative No Project Conditions using the same methodology as presented under the Existing Conditions. KAI will perform signal warrant analysis for any unsignalized study intersections.
TASK 7: TRIP GENERATION

KAI will follow similar procedures used the ConnectMenlo EIR and other recent nearby EIRs, including the Commonwealth Corporate Center EIR, from February 2014. These will be updated per the latest Institute of Transportation Engineers (ITE) Trip Generation Manual 10.

KAI will use published trip generation rates in the Institute of Transportation Engineers (ITE) Trip Generation Manual 10th Edition to determine the total trip generation for the Project. This will be determined for the weekday Daily, AM, and PM peak hours. KAI will provide a recommended trip generation, including any TDM or pass-by reductions for review by the City. Since the project does include multiple uses, it will therefore have some reduction associated with mixed-use, pass-by trips and transit trips.

TASK 8: TRIP DISTRIBUTION, AND ASSIGNMENT

If the Menlo Park CSA Guidelines have not been updated yet, then the trip distribution percentages will be obtained from the City’s model. The Project trips will then be distributed and assigned through the study intersections based on the approved trip distribution percentages provided in the VISTRO model.

TASK 9: IMPACT ANALYSIS

Impact findings will follow City of Menlo Park General Plan and traffic impact guidelines. Currently the guidelines are level of service-based as the City has not adopted impact thresholds for VMT. However, the traffic analysis will report project VMT for informational purposes, but the EIR will use the legally appropriate thresholds at the time (whether this is LOS or VMT).

Intersections

KAI will document the significance criteria representing a project impact for intersection operations. KAI will then identify the transportation impacts associated with the Project. This assessment will document the proposed changes and potential impacts to intersection LOS for the 15 study intersections. The LOS will be calculated and presented for the following scenarios:

- Existing
- Near Term
- Near Term plus Project Conditions
- Cumulative
- Cumulative plus Project Conditions

Impacts will only be identified for the plus project conditions. KAI will also prepare a signal warrant analysis for unsignalized study intersections.
All study intersections will be evaluated during the AM and PM peak hours using VISTRO software and the 2010 Highway Capacity Manual methodology. This traffic analysis will include estimates of average vehicle delays on all approaches. For any impact found to be significant, KAI will determine the traffic contribution from the proposed project. Any suggested mitigation measures previously identified in prior studies like the ConnectMenlo EIR, Downtown Specific Plan, El Camino Real Corridor Study, Commonwealth Phase 1 and 2, and other approved development projects in Menlo Park as detailed in the documents or EIRs prepared for those projects, will also be considered if they are within the jurisdiction of Menlo Park.

Impacts will be assessed according to the City of Menlo Park’s most recent guidelines and significance criteria. For any study intersections or roadway segments not in Menlo Park, KAI will apply the local agency’s adopted analysis methods and significance criteria.

Air/Noise/GHG data

KAI will extract relevant traffic data for input into specialty studies to be conducted by the CEQA firm, including air, noise, GHG, and VMT results for SB 743 compliance.

**TASK 10: OTHER TOPICS**

*Congestion Management Program*

Facilities under the City and County of San Mateo Association of Governments (C/CAG) Congestion Management Program (CMP) are required to be analyzed per C/CAG guidelines. KAI will analyze the intersections and/or freeway facilities that are part of the San Mateo County CMP network in the study area for all scenarios.

*Pedestrian and Bicycle Facilities*

KAI will qualitatively discuss the Project’s impacts to the pedestrian and bicycle network for the Existing plus Project, Near Term plus Project Conditions, and 2040 Cumulative plus Project Conditions. A figure illustrating any proposed improvements to the pedestrian and bicycle facilities will be prepared.

*Transit Facilities*

KAI will qualitatively discuss the Project’s impacts to the transit network for the Existing plus Project, Near Term plus Project Conditions, and 2040 Cumulative plus Project Conditions. A figure illustrating any proposed improvements to the transit facilities will be prepared.
Parking Assessment

KAI will identify the City’s parking requirement for the Project based on its land use type. KAI will also estimate the parking demand based on the Parking Generation (4th edition) reference published by the Institute of Transportation Engineers (ITE). A parking analysis will be performed by assessing the proposed number of parking spaces and comparing it to the City’s parking requirement and the parking demand calculated using the ITE Parking Generation rates.

Site Circulation

KAI will review the site circulation and identify any potential issues within the site, assuming the Project Sponsor would provide the site plan.

Emergency Access

KAI will review the site plan and the roadways surrounding the Project site to identify any potential issues for emergency vehicle access.

Air Traffic

If necessary, KAI will assess the potential project impact to air traffic due to the increased number of trips generation by the Project. In addition, KAI will review site plans to determine if the height of any proposed building will interfere with flight operations at local airports.

Construction

KAI will qualitatively discuss how the Project’s Construction might impact off-site circulation due to increased truck traffic to and from the Project site. In addition, KAI will also qualitatively discuss the impact on transit, pedestrian and bicycle facilities during Construction.

C/CAG Transportation Demand Management Requirement

As part of the land use element of the CMP, all projects that generate 100 or more new trips during the AM or PM peak hour are required to implement TDM programs that have the capacity to reduce the demand for new peak-hour trips.

The City has a requirement that the proposed development implement a TDM plan that reduces peak hour trips by 20%. KAI will peer review this proposed TDM plan and determine if it adequately meets the 20% goal.

KAI will also make recommendations of how the City could monitor the effectiveness of TDM measures.
TASK 11: DEVELOP MITIGATION MEASURES

KAI will identify Project generated impacts to the transportation network (including potential impacts and mitigations to bike, pedestrian and transit facilities) under the Existing plus Project Conditions, Near Term plus Project Conditions, and 2040 Cumulative plus Project Conditions. KAI, in consultation with the City, will determine if significant Project-generated impacts could be mitigated using measures approved in the ConnectMenlo General Plan EIR, or if they would require additional mitigation, or if they could not be mitigated and would thus be considered significant and unavoidable.

TASK 12: PROJECT ALTERNATIVES

KAI will use the trip generation as defined in Task 7 to determine the trip generation for one additional Project Alternative. KAI will then perform a qualitative analysis for a reduced development Project Alternative to identify if it would add or reduce any project identified impacts.

TASK 13: TRAFFIC SECTION

KAI will document all work assumptions, analysis procedures, findings, graphics, impacts and recommendations in an Administrative Draft EIR Chapter for review and comments by City staff and the environmental consultant. The Chapter will also include:

- Description of new or planned changes to the street system serving the site, including changes in driveway location and traffic control, if any
- Future Project Condition Volumes (ADTs, a.m. peak hour, p.m. peak hour)
- Project trip generation rates
- Project trip distribution
- Discussion of impact of project trips on study intersections
- Levels of service discussion and table for each study scenario
- Comparison table of Project Condition and Existing LOS along with average delay and percent increases at intersections
- Impacts of additional traffic volumes on city streets
- Intersection level of service calculation sheets (electronic format)

We have assumed preparation of one Administrative Draft and one screencheck draft of the EIR Transportation Chapter (two total submittals).

KAI will respond to one set of unified consolidated non-contradictory comments on each Administrative Draft Report. The text, graphics and analysis will be modified as needed. KAI will coordinate with the environmental consultant and provide both pdf and WORD versions of the EIR Transportation Chapter.
to the environmental consultant, as well as intersection and roadway segment traffic data for use in air and noise analysis.

In addition, KAI will provide the EIR consultant with all traffic related data for noise, air quality and GHG analysis.

The environmental consultant will provide KAI with an outline template of the format to be used for the EIR Transportation Chapter. To support the EIR Transportation Chapter, KAI will provide a technical appendix. The appendix may include more detailed transportation analysis such as level of service calculations, technical memoranda that were developed as part of this proposal, and other supporting materials. To expedite the review process, and if requested, KAI will provide a separate copy of the EIR Transportation Chapter with its appendix to City staff for their review.

KAI staff will respond to one set of comments on the FEIR. Should the comments require additional analysis or effort not anticipated, KAI may request a budget amendment.

Deliverable: Electronic Copy of Administrative Draft EIR Transportation Chapters (pdf, WORD)
Deliverable: Electronic Copy of One Draft EIR Transportation Chapter (pdf, WORD)

TASK 14: MEETINGS

KAI will attend up to two meetings. These meetings can be project meetings to discuss the project, review interim products, and address any issues that may arise or public hearings. KAI has scoped for attendance at one Planning Commission and one City Council meeting. Additional meetings will be considered out-of-scope work and will be accommodated on a time-and-materials basis.

Exclusions:

- All study scenarios will be evaluated based on existing intersection geometrics. Should significant impacts be determined with the proposed project development, mitigation measures which may include changes to the intersection geometrics will be recommended;
- Any material modifications to the site plan, driveway locations or project description once KAI has begun the traffic analysis may constitute a change in work scope and/or budget;
- Should analysis of additional phases, scenarios, intersections, or roadway segments be requested, or more than one Administrative Draft report, or additional meetings, then a modification to this scope and budget will be requested.
- Should additional time be necessary to prepare the Final EIR beyond the budgeted hours (as it is unknown how many comments or the level of effort that will be required to respond to Draft EIR
comments) we will request additional budget at that time, and proceed only after receiving written authorization for additional services;

- Any services not explicitly identified above are excluded.
PART B – PROPOSED BUDGET & SCHEDULE

Budget

We propose to conduct the work on a time-and-materials basis at our standard billing rates. The cost to complete the scope of work described in Part A will be $60,000. Direct costs are estimated at $240 for travel and other reimbursables. Table 1 presents the detailed estimated labor hours and cost by task.

Note, while the total budget is fixed, the task hours and budgets are only estimates, and KAI reserves the right to adjust these based on the actual level of effort. Our standard billing rate schedule is attached.

Schedule

The schedule for delivery of Admin Draft traffic section is 10 weeks from when KAI receives the following:

- Written Authorization to Proceed
- Project land uses
- Project Description (including site plan, land use type, size, trip generation information)
- Project Site Plan
- Project Alternatives Description (including land use type, size, trip generation information)
- Most recent 2019 traffic counts (received)
- List of Approved Projects to be included under the Near-Term Conditions (already in VISTRO)
- Figures showing the existing and planned bicycle facilities in the study area, preferably in GIS format
- Figures showing the existing and planned pedestrian facilities in the study area, preferably in GIS format
- City’s Parking Requirements

KAI will then provide a draft traffic section within two weeks of receiving comments from the Prime and City.

This schedule shall be equitably adjusted as the work progresses, allowing for changes in scope, character or size of the Project requested by you, or for delays or other causes beyond our reasonable control.
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<th>TOTAL HOURS</th>
<th>TOTAL LABOR</th>
<th>TOTAL VMT</th>
<th>TOTAL GHG</th>
<th>TOTAL IMPACT</th>
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<th>TOTAL KAI FEES</th>
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<tr>
<td>99</td>
<td>129</td>
<td>8</td>
<td>153</td>
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Kittelson & Associates, Inc.  
Oakland, California
KITTELSON & ASSOCIATES, INC.
BILLING RATE SCHEDULE

Effective January 1, 2019

The current billing rates for Kittelson & Associates, Inc., staff are as follows and are subject to change:

<table>
<thead>
<tr>
<th>Staff</th>
<th>Billing Rate</th>
</tr>
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<tbody>
<tr>
<td>Principal / Senior Principal</td>
<td>$225 - $315</td>
</tr>
<tr>
<td>Associate Engineer/Planner</td>
<td>$190 - $220</td>
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<tr>
<td>Senior Engineer/Planner</td>
<td>$160 - $185</td>
</tr>
<tr>
<td>Engineer/Planner</td>
<td>$140 - $160</td>
</tr>
<tr>
<td>Transportation Analyst</td>
<td>$125 - $135</td>
</tr>
<tr>
<td>Associate Technician</td>
<td>$160 - $180</td>
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<tr>
<td>Senior Technician</td>
<td>$140 - $155</td>
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<tr>
<td>Technician II</td>
<td>$125 - $135</td>
</tr>
<tr>
<td>Technician I</td>
<td>$105 - $120</td>
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<tr>
<td>Office Support</td>
<td>$60 - $90</td>
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<table>
<thead>
<tr>
<th>Service &amp; Other Direct Costs</th>
<th>Billing Rate</th>
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</thead>
<tbody>
<tr>
<td>Communication Fee</td>
<td>$8.00 /Hr.</td>
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<tr>
<td>Mileage</td>
<td>$.58/mile</td>
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<tr>
<td>Travel</td>
<td>Actual plus 10% markup</td>
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</table>

* All communication costs including, but not limited to computer services, telephone, faxes, postage, overnight deliveries, and in-house copies, printing, and binding charges shall be on the basis of a single per direct labor hour communication fee when furnished by KITTELSON & ASSOCIATES, INC.
ATTACHMENT 2

Keyser Marston Associates
Scope of Work
Dear Ms. Wallace:

Keyser Marston Associates, Inc. ("KMA") is pleased to present the enclosed proposed scope of services to prepare a Housing Needs Assessment ("HNA") for the City of Menlo Park addressing the proposed Menlo Portal Project located at 115 Independence Drive and 104 - 110 Constitution Drive ("Project"). The Project includes construction of 34,706 square feet of office space and 320 multi-family rental units, replacing existing office/industrial buildings on the project site.

KMA is exceptionally well qualified to prepare the HNA for the Project based on our broad expertise preparing housing impact studies and project-specific housing needs analyses. Our HNA experience for the City of Menlo Park includes the:

- Menlo Gateway Project;
- Facebook Campus;
- Facebook Campus Expansion Project; and
- 1350 Adams Court Project (in progress).

In addition, KMA has been contracted to prepare two additional HNAs, for a proposed 94-unit residential project and a proposed 249,000 square foot office project. This prior work provides a foundation for the analysis of the Project which can be leveraged to complete the work more efficiently.

The enclosed HNA scope of services includes preparation of an HNA addressing, to the extent possible, the following housing-related impacts of the proposed Project:
• Net effect on housing supply and housing need by affordability level from construction of the new housing units and office building and removal of the existing office/industrial uses that occupy the site;

• Estimated geographic distribution of housing supply/demand effects by jurisdiction; and

• Qualitative evaluation of the relationship of the Project to the regional housing market and conditions that contribute to displacement of existing residents of lower income communities in the local area. This would include a discussion of the potential for the added housing units and net decrease in employment space to offset or counteract, to some degree, conditions that contribute to displacement.

We understand that the HNA must be prepared consistent with the terms of the recent settlement agreement between the City of East Palo Alto and Menlo Park. The scope of services, enclosed as Attachment A, is designed to provide the analyses contemplated by the settlement agreement.

Thank you for the opportunity to submit this proposal and please contact me with any questions or comments.

Sincerely,

KEYSER MARSTON ASSOCIATES, INC.

David Doezema

Attachment A: Scope of Services
Attachment B: KMA Rate Schedule
Attachment A
Scope of Services to Prepare a Housing Needs Assessment (HNA)

The following scope of services is for preparation of a Housing Needs Assessment (HNA) addressing the proposed Menlo Portal development project at 115 Independence Drive and 104-110 Constitution Drive ("Project"). The Project is proposed to include 34,706 gross square feet of office space and 320 multi-family rental units. The HNA will address the following major housing-related topics:

1) Net impact on housing supply and housing need by income level considering:
    a. Housing supply added by the Project;
    b. Net impact on worker housing need from removal of the existing 139,565 square feet of office/industrial buildings and construction of a new 34,706 square foot office building; and
    c. Added worker housing need associated with off-site retail and other services to residents of the new 320 multi-family rental units.

2) Geographic distribution by jurisdiction of net housing impacts; and

3) Qualitative evaluation of potential influence on the regional housing market that would address the potential moderating effects on housing prices and rents from the addition of new housing supply and net decrease in employment space that could counteract, to some degree, conditions that contribute to displacement of existing residents of lower income communities in the local area.

These housing-related impacts are not required to be analyzed under CEQA but may be of interest to decision-makers and/or the public in evaluating the merits of the Project. These analyses are being provided consistent with the terms of a 2017 settlement agreement with the City of East Palo Alto. The pertinent paragraph from the 2017 settlement agreement states the following:

When the preparation of an EIR is required pursuant to this Agreement, concurrent with the preparation of the EIR, Menlo Park or East Palo Alto, whichever is the lead agency for the Development Project, will conduct a Housing Needs Assessment ("HNA"). The scope of the HNA will, to the extent possible, include an analysis of the multiplier effect for indirect and induced employment by that Development Project and its relationship to the regional housing market and displacement. Nothing in this section indicates an agreement that such an analysis is required by CEQA.
Task 1 – Project Initiation and Data Collection

The purpose of this task is to identify the availability of data necessary to complete the HNA, identify key analysis inputs and assumptions, and refine the approach to the assignment. As part of this task, KMA will:

(1) Provide a list of data needs to complete the HNA and work with LSA Associates and the City’s project team to gather the necessary data.

(2) Meet with City staff, its consultants, and the Project sponsor team to: (a) discuss data and analysis alternatives (b) review technical methodology and approach (c) discuss and agree on schedule.

Task 2 – Net impact on housing supply and housing need by income category

KMA will quantify, by affordability level, the net impact on housing supply and housing demand associated with the Project. The analysis will address the following:

a. Housing Supply Addition by Income Level – The 320 multi-family units to be added to the housing supply by the Project will be summarized based on the income level applicable to any below market rate affordable units and the estimated income level applicable to market rate apartments. The income level for market rate units will utilize rent estimates provided by the applicant or will be estimated by KMA based on an analysis of market data.

b. Net Impact to Worker Housing Demand – The net impact to worker housing demand will be based on the estimated net change in employment levels from removal of the existing office / industrial space and construction of a new office building, combined with household size ratios developed from Census data. The net impact to housing demand by income level will be estimated using a methodology consistent with other recent HNAs prepared for the City. The analyses utilize a combination of Bureau of Labor Statistics, Census, and California Employment Development Department data to estimate the household incomes of workers.

c. Housing Demand for Off-site Jobs Supported by Residential – Development of new residential units adds to the demand for services such as retail, restaurants, healthcare and education. KMA will prepare an analysis to estimate housing demand by income for workers associated with off-site services to residential units. The analysis will utilize the most current data available and will follow a series of steps linking the estimated incomes of residents living in the new units, their demand for goods and services, the number of jobs associated with providing these services, and the housing need by income level of the workers who fill those jobs. The analysis will adjust for non-local
spending such as at on-line retailers. Multiplier effects will be considered as part of the analysis.

d. **Net Housing Demand / Supply Effect** – The net housing supply / demand effects will be computed by combining the findings of the above analyses.

**Task 3 – Commuting and Geographic Distribution of Housing Supply / Demand Effects**

The prior task determines the total housing supply and demand effects irrespective of geography. In this task, the geographic distribution is estimated. The new housing units will be located in Menlo Park while the net change in worker housing need is distributed based upon the locations where workers live. Estimates of geographic distribution of net housing demand effects will be based upon data on commute patterns available through a special tabulation of the U.S. Census, and could incorporate any available commute data for the existing office/industrial space.

**Task 4 – Relationship to Regional Housing Market and Displacement**

Lower income communities in the Bay Area have become increasingly vulnerable to displacement of existing residents. Employment growth, constrained housing production, and rising income inequality are among the factors that have contributed to increased displacement pressures, especially within lower income communities in locations accessible to employment centers where many households are housing-cost burdened.

The Project would add to the housing supply and result in a net reduction in employment space. To the extent there is an influence on the regional housing market, it is anticipated to be a minor moderating influence on prices and rents that may offset, to a limited degree, displacement pressures in lower income communities in the local area. In task 4, KMA will draw on the findings of the prior tasks and context materials assembled for prior HNAs prepared for other projects to provide a qualitative evaluation of the potential housing market effects.

The proposed qualitative discussion of housing market effects and displacement is more limited in scope than has been provided for past HNAs addressing solely non-residential projects. The proposed approach reflects the nature of the Project, which adds housing and reduces employment space, which would potentially somewhat alleviate displacement.

**Task 5 – Report Preparation**

The methodology, data sources, results and implications of the HNA will be documented in a written report. This scope assumes one draft version of the report for review and one final report.
**Task 6 – Responses to DEIR Comments**

KMA anticipates assisting the City and LSA Associates in preparing responses to comments on the Draft EIR. KMA’s focus will be on comments that are directly related to the HNA. We have included a time and materials budget allowance for KMA to assist with preparation of responses to comments.

**Budget**

KMA proposes to complete this scope of services on a time and materials basis for an amount not to exceed $40,000 per the estimate below. The proposed budget assumes cost efficiencies from adapting materials from prior HNAs prepared by KMA for the City of Menlo Park. A copy of our current rate schedule is attached.

<table>
<thead>
<tr>
<th>Task</th>
<th>Budget Estimate</th>
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<tr>
<td>Task 1 - Project Initiation and Data Collection</td>
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<tr>
<td>Task 2 - Net Housing Supply / Demand Effect by Income</td>
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<td>Task 3 - Geographic Distribution of Housing Needs</td>
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<td>Task 4 - Relationship to Regional Housing Market and Displacement</td>
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<td>Task 5 - Report (Draft and Final)</td>
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<td>Task 6 - T&amp;M Allowance for DEIR responses to comments</td>
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<td><strong>Total</strong></td>
<td><strong>$40,000</strong></td>
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# ATTACHMENT B

**KEYSER MARSTON ASSOCIATES, INC.**

**PUBLIC SECTOR HOURLY RATES**

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<td>CHAIRMAN, PRESIDENT, MANAGING PRINCIPALS*</td>
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<tr>
<td>SENIOR PRINCIPALS*</td>
<td>$270.00</td>
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<tr>
<td>PRINCIPALS*</td>
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<td>ADMINISTRATIVE STAFF</td>
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Directly related job expenses not included in the above rates are: auto mileage, parking, air fares, hotels and motels, meals, car rentals, taxies, telephone calls, delivery, electronic data processing, graphics and printing. Directly related job expenses will be billed at 110% of cost.

Monthly billings for staff time and expenses incurred during the period will be payable within thirty (30) days of invoice date.

* Rates for individuals in these categories will be increased by 50% for time spent in court testimony.