



STAFF REPORT

City Council

Meeting Date:

8/11/2026

Staff Report Number:

26-130-CC

Consent Calendar:

Authorize the city manager to execute a professional services agreement with ICF International, Inc. to prepare an addendum to a certified environmental impact report for revisions (Parkline Phase 2) to the Parkline Master Plan development project located at 201, 301 and 333 Ravenswood Ave. and 555 and 565 Middlefield Rd.

Recommendation

Staff recommends that the City Council authorize the city manager to execute the professional services agreement (Attachment A) with ICF International, Inc. (ICF) for the amount of \$167,730.82 and future augments as may be necessary to complete an addendum to a certified environmental impact report (EIR) for revisions to the Parkline Master Plan development project (hereinafter, "Parkline Phase 2") located at 201, 301 and 333 Ravenswood Ave. and 555 and 565 Middlefield Rd., based on the proposed scope and budget (Attachment A, Exhibit A-1).

Policy Issues

The purpose of this staff report is to authorize the city manager to enter into a contract with ICF to conduct the environmental review for the Parkline Phase 2 project proposal in accordance with the California Environmental Quality Act (CEQA), described further in this report. Approval of the environmental review contract does not imply an endorsement of a project but rather allows the City to commence the analysis and preparation of the environmental documents to identify potential environmental impacts of the project for consideration during entitlement review. A detailed review of the proposed project and analysis for consistency with various codes and requirements will be the subject of a future public hearing.

City Council Resolution No. 7048 authorizes the city manager to execute agreements necessary to conduct City business up to a stated award authority level which adjusts annually based on changes in the construction cost index. The current award authority is \$100,000 for fiscal year 2026-27. While the project applicant is responsible for the full cost of preparing the required environmental review for a project, the City Council retains discretion for all agreements exceeding the award authority delegated to the city manager.

Background

Lane Partners has submitted an application for Parkline Phase 2, proposing revisions to the Parkline masterplan project, which was approved by City Council in fall 2025. The approved project included the redevelopment of the SRI campus located at 301 and 333 Ravenswood Ave. and 555 and 565 Middlefield Rd. and the property located at 201 Ravenswood Ave., with:

- 646 residential dwelling units (46 townhome-style units in two components and 600 apartments in two multifamily buildings);
- An approximately 1.6-acre portion of land, to be dedicated to an affordable housing developer for the future construction of a 100% affordable housing development project of up to 154 dwelling units;
- Preservation of three existing buildings (approximately 286,730 square feet) for SRI's continued operation in Menlo Park;
- Demolition of two buildings at 201 Ravenswood Ave. and approximately 1.1 million square feet within 35 buildings on the SRI campus, to be replaced with up to five office/R&D buildings (maximum 925,000 square feet), a new 40,000-square-foot office amenity building, and three parking structures;
- Decommissioning of the existing 6-megawatt natural gas power plant;
- Inclusion of community-serving space within the 100% affordable building;
- A potential below-grade emergency water storage reservoir below the publicly accessible park space along Ravenswood Avenue, to be built and operated by the city of Menlo Park; and
- 12 acres of publicly accessible open space, with approximately 2.6 acres of dedicated parkland.

The City's project webpage (Attachment B) for the approved project provides additional information.

The Parkline Phase 2 proposal would modify the Parkline master plan to reconfigure the project site plan to accommodate the reduction of non-residential square footage approved by the City (i.e. a maximum of 1,000,000 square feet, consisting of up to 925,000 square feet of office/R&D space and the balance for commercial amenity or commercial/retail uses), add community serving retail space, and to increase the number of housing units, among other changes. The Parkline Phase 2 proposal includes:

- An increase of 282 residential units for a total of 1,082 units, including
 - two apartment buildings with 300 units each;
 - one hundred and twenty-two (122) single-family homes and 98 small lot, single-family homes;
 - one hundred and eight (108) townhomes; and
 - up to 154 residential units in a 100% affordable building, on an approximately 1.6-acre portion of land to be dedicated to an affordable housing developer;
- Demolition of two buildings at 201 Ravenswood Ave. and approximately 1.4 million square feet within 38 buildings, including Buildings P, S, and T, which were proposed to be retained as part of the 2025 approval, on the SRI campus;
- Four new office/R&D buildings consisting of approximately 901,493 square feet and two parking structures, an approximately 25,000-square-foot reduction from the 2025 approval;
- Approximately 40,000 square feet of neighborhood-serving retail, organized around common open space instead of the approximately 40,000-square-foot office amenity building, which was part of the 2025 approval; and
- Fourteen (14) acres of publicly accessible open space, including 6 acres of dedicated parkland, an approximately 4.2-acre increase in dedicated parkland from the 2025 approval.

The City's project webpage (Attachment C) for the Parkline Phase 2 proposal provides additional information. It is worth noting that the original project approvals included a Development Agreement (DA) which contemplated that Lane Partners would seek approval of subsequent project approvals in order to implement the project. Indeed, the Parkline Phase 2 proposal is consistent with the concept of a Modified Project Approval as set forth in the DA. The Parkline Phase 2 proposal seeks to modify the Parkline masterplan to accommodate the reduction of non-residential square footage to a maximum of 1,000,000 square feet, consisting of up to 925,000 square feet of office, research and development space and the balance for commercial amenity or commercial/retail uses. As noted above, the Parkline Phase 2 proposal contemplates 901,493 square feet of office/R&D buildings and approximately 40,000 square feet of retail space. Finally, the Parkline Phase 2 proposal includes the cessation of use of Buildings P, S and T, and associated BSL-3 Facilities, and the demolition and redevelopment thereof with an additional 282 housing units.

CEQA overview

CEQA applies to discretionary projects, such as zoning changes, variances, conditional use permits, and subdivision maps, proposed to be approved or carried out by the City that may result in a change in the environment. Accordingly, CEQA applies to the Parkline Phase 2 proposal.

On Sept. 30, 2025, the City Council adopted Resolution No. 6996, thereby certifying the City conducted environmental review of the Parkline masterplan and prepared and duly processed an Environmental Impact Report (State Clearinghouse No. 2022120058) ("Project EIR"), which it found to be adequate under CEQA and adopted a Mitigation Monitoring and Reporting Program for implementation of mitigation measures specified in the Project EIR (the "Project MMRP"). When revisions are proposed to a project after an EIR has been certified, such as with the Parkline Phase 2 proposal, an agency must determine whether subsequent environmental review is required, and whether an addendum or a supplemental or subsequent EIR is the appropriate document for analyzing the potential impacts of a revised project. Per CEQA Guidelines Sections 15162(a) and 15163, a supplemental or subsequent EIR is required if:

- Substantial changes are proposed in the project that will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
- Substantial changes occur with respect to the circumstances under which the project is undertaken that will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
- New information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete, shows any of the following:
 - The project will have one or more significant effects not discussed in the previous EIR;
 - Significant effects previously examined will be substantially more severe than shown in the previous EIR;
 - Mitigation measures or alternatives previously found not to be feasible would, in fact, be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
 - Mitigation measures or alternatives that are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

If none of the above conditions apply, then an addendum may be used to make changes or additions to the prior EIR.

Analysis

City staff and ICF, the consultant who prepared the certified Project EIR for the Parkline Master Plan development, have reviewed materials submitted by Lane Partners in connection with the Parkline Phase 2 proposal and based on that initial review and analysis determined that neither the Parkline Phase 2 proposal nor any substantial changes in circumstances under which Parkline Phase 2 is undertaken would require major revisions to the certified Project EIR due to the involvement of new significant effects or a substantial increase in the severity of previously identified significant effects. In addition, there is no new information of substantial importance that shows the revisions contemplated by the Parkline Phase 2 proposal would have one or more significant effects not disclosed in the certified Project EIR, nor would the Parkline Phase 2 proposal cause a more severe significant effect than disclosed in the certified Project EIR, and no new mitigation measures would be necessary to reduce significant impacts. Therefore, ICF's scope of work and budget (Attachment A, Exhibit A-1) assume that an addendum, prepared in accordance with CEQA Guidelines Sections 15168(c) and 15164, will be the appropriate level of CEQA environmental review for the Parkline Phase 2 proposal.

If during the course of preparing the addendum, ICF and staff determine that the proposed revisions contemplated by Parkline Phase 2 would require the preparation of a supplemental or subsequent EIR, ICF and staff would develop an alternative approach, under an amended scope of work and budget. Staff has shared the scope and budget with the applicant for review and input, as the applicant is responsible for the full cost of the preparation of the required environmental analysis. The applicant has indicated they have no concerns with ICF's proposal.

For the Parkline Phase 2 project, staff recommends that the City Council approve ICF's scope and budget for the following reasons:

- ICF has extensive experience in preparing environmental documents in Menlo Park, including the certified Project EIR for the first phase of the Parkline project as well as the EIR for the Willow Village masterplan project, and for cities throughout California;
- ICF's proposal is well researched and well written; and
- ICF selected a strong team of sub-consultants who are familiar with the project as a result of working on the certified Project EIR for the approved Parkline Master Plan development project.

Next steps

Following City Council authorization of the professional services agreement, staff would coordinate with ICF and the applicant to finalize the contract, receive and process the fee deposit, and ICF would begin the environmental analysis.

Staff plans to contract separately with BAE, the firm who prepared the fiscal impact analysis (FIA) for the project, to update the FIA or provide a supplemental memo, including analysis of school impacts. The contract to update the FIA is expected to be below the City Manager's signing authority, but if it is not, staff will separately bring it to City Council.

Staff anticipate bringing the Parkline Phase 2 proposal to Planning Commission for a study session on

September 14 and to City Council for a study session in late September or October. The following hearings will be required or potentially required for the Phase 2 proposal:

- Housing Commission for review and recommendation on the applicant's below market rate housing (BMR) proposal;
- Environmental Quality Commission, if there are appeals to a future heritage tree removal permit;
- City Council for potential review and readoption of the Water Supply Assessment (WSA), as supplemented by West Yost's (ICF's sub-consultant) memo;
- Planning Commission for action on the BMR agreement and architectural control permits, and recommendations to City Council on the revision to the conditional development permit (CDP), the vesting tentative map, and potential revisions to the DA; and
- City Council for action on the revisions to the CDP, the vesting tentative map, and potential revisions to the DA.

Impact on City Resources

The applicant is required to pay all planning, building and public works permit fees, based on the City's master fee schedule. The applicant is also required to reimburse the City for all costs and fees incurred in processing the project application and entitlements, including environmental review.

Environmental Review

As described above, staff believes an addendum to the certified Project EIR is the appropriate level of environmental review to analyze the potential environmental impacts of the Parkline Phase 2 proposal. If, during the course of preparing the addendum, it is determined that the Parkline Phase 2 proposal would require the preparation of a supplemental or subsequent EIR, city staff and ICF would develop an alternative approach for ICF's environmental review, under an amended scope of work and budget.

Public Notice

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

The City's project webpage (Attachment C) includes an email sign-up option for project updates; interested parties are encouraged to sign-up for project updates.

Attachments

- A. Agreement
 - A. Exhibit A-1 Environmental review scope and budget proposal from ICF
- B. Hyperlink – project page for approved Parkline project – www.menlopark.gov/parkline
- C. Hyperlink – Parkline phase 2 project page – www.menlopark.gov/parkline_phase2

Report prepared by:
Corinna Sandmeier, Principal Planner

Staff Report #: 26-130-CC

Report reviewed by:
Deanna Chow, Community Development Director

CONSULTANT AGREEMENT

City Manager's Office
701 Laurel Street
Menlo Park, CA 94025
tel 650-330-6620



Agreement #:

AGREEMENT FOR SERVICES BETWEEN

THE CITY OF MENLO PARK AND ICF ENVIRONMENTAL, INC.

THIS AGREEMENT made and entered into at Menlo Park, California, this _____, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and ICF ENVIRONMENTAL, 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: Parkline Phase 2

WHEREAS, the City previously certified an Environmental Impact Report ("EIR") for the Project in accordance with the California Environmental Quality Act ("CEQA") and the CEQA Guidelines; and

WHEREAS, CITY and FIRST PARTY desire to enter into this Agreement to conduct the environmental review for the Parkline Phase 2 Project; 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

- A. 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.
- B. **Independent Contractor.** FIRST PARTY and CITY each expressly agree and understand that they are creating an independent contractor relationship, and that nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or other fiduciary relationship between FIRST PARTY and CITY. FIRST PARTY shall not have any right, power or authority, either express or implied, pursuant to this Agreement to assume, create or incur any expense, liability or obligation, express or implied, on behalf of CITY, and shall not represent to any person or business that they have such power. FIRST PARTY and CITY further expressly agree and understand that:
 1. Neither FIRST PARTY nor any person employed or contracted by FIRST PARTY shall be considered an employee of CITY for any purposes.

2. FIRST PARTY has the sole right to control and direct the means, manner, and method by which Services under this Agreement will be performed.
 3. FIRST PARTY has the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement, at their own expense; in all cases, FIRST PARTY shall be solely responsible for all matters relating to the payment of its own employees and subcontractors, including, but not limited to, compliance with Social Security and income tax withholdings, workers' compensation insurance, unemployment compensation payments, and compliance with all regulations governing such matters.
 4. Neither FIRST PARTY nor their employees or subcontractors shall be required to wear any uniforms provided by CITY.
 5. The Services required by this Agreement shall be performed by FIRST PARTY or their employees or subcontractors, and CITY shall not hire, supervise, or pay any assistants to help FIRST PARTY.
 6. Neither FIRST PARTY nor their employees or subcontractors shall receive any training from CITY in the professional skills necessary to perform Services under this Agreement.
 7. Neither FIRST PARTY nor their employees or subcontractors shall be required by CITY to devote full time to the performance of Services required by this Agreement.
 8. Neither FIRST PARTY nor their employees or subcontractors are entitled to receive or participate in any medical, retirement, vacation, paid or unpaid leave, or other fringe benefits provided by CITY to its employees, and FIRST PARTY shall be exclusively responsible for all Social Security, self-employment and income taxes, disability insurance, workers' compensation insurance, and/or any other statutory benefits otherwise required to be provided to their employees.
 9. FIRST PARTY is solely responsible for all state and federal income and/or other tax obligations, including but not limited to all reporting and payment obligations, if any, which may arise as a consequence of any payment under this Agreement. This includes, but is not limited to, FICA withholdings and payments, state or federal unemployment compensation contributions, and applicable self-employment taxes. FIRST PARTY further agrees to indemnify CITY for any claims or obligations asserted to the contrary by FIRST PARTY or by their employees or subcontractors. Upon request, FIRST PARTY shall provide CITY with proof that such payments have been made.
- C. **Compliance with Law.** The Services shall be performed in accordance with all applicable federal, state and local laws, ordinances, rules, regulations and orders.
- D. **Professional Competence.** FIRST PARTY represents that it has the professional skills necessary to perform the Services and that it will perform the Services in a skillful and professional manner. FIRST PARTY represents that it has all the necessary licenses to perform the Services and shall maintain them throughout the term of this Agreement. FIRST PARTY agrees that the Services shall be performed consistent with the professional skill and care ordinarily provided by contractors practicing in the same or similar locality under the same or similar circumstances. CITY and FIRST PARTY agree that FIRST PARTY is in responsible charge of the Services. Acceptance by CITY of the Services does not operate as a release of FIRST PARTY from professional responsibility for the Services performed.
- E. **Confidentiality.** FIRST PARTY agrees to maintain in confidence and not disclose to any person, firm, governmental entity or corporation, without CITY's prior written consent, any trade secret or confidential information, knowledge or data relating to the products, process or operation of CITY. FIRST PARTY further agrees to maintain in confidence and not to disclose to any person, firm, governmental entity or corporation any data, information, technology, or material developed or obtained by FIRST PARTY during the

performance of the Services. The covenants contained in this shall survive the termination of this Agreement for whatever cause.

- F. **Ownership of Material.** Any reports and other material prepared by or on behalf of FIRST PARTY under this Agreement (collectively, the "Documents") and provided to the CITY shall be and remain the property of CITY. All Documents not already provided to CITY shall be delivered to CITY on the date of termination of this Agreement for any reason. The Documents may be used by CITY and its agents, employees, representatives and assigns, in whole or in part, or in modified form, for all purposes CITY may deem appropriate without further employment of or payment of any compensation to FIRST PARTY.
- G. **Documentation.** FIRST PARTY shall keep and maintain full and complete documentation and accounting records, employee time sheets, and correspondence pertaining to the performance of the Services, and FIRST PARTY shall make such documents available for review and/or audit by CITY and CITY's representatives at all reasonable times for at least four years after the termination of this Agreement or completion of the Services.
- H. **Conflict of Terms:** In the event of any conflict, inconsistency, or ambiguity between the terms and conditions of this Agreement and the terms of any exhibit, attachment or other incorporated document (including the Scope of Services), the terms of this Agreement shall govern and control. If any conflict or inconsistency is identified, FIRST PARTY shall immediately notify the CITY in writing and seek clarification or resolution from the CITY before proceeding with any work that may be affected by such conflict. The CITY'S written determination shall be final and binding.

2. SCHEDULE FOR WORK

- A. **Effective Date.** This Agreement shall become effective upon execution of the second signature and shall remain in full force and effect until the Services are completed (the "Term"). FIRST PARTY agrees to complete all Services 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.
- B. **Notice to Proceed:** 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. **Compensation:** CITY shall pay FIRST PARTY an all-inclusive fee that shall not exceed \$167,730.82 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. 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.

- B. Invoices:** 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. 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 FIRST PARTY's relevant records pertaining to the charges.
- C. Invoice Documentation:** FIRST PARTY shall bill each month to City an original invoice for all Services performed and expenses incurred during the preceding month. Each such invoice shall contain the total agreement amount subtracting the invoices paid and billing. By submitting an invoice for payment under this Agreement, FIRST PARTY is certifying compliance with all provisions of the Agreement. FIRST PARTY shall not invoice City for any duplicate Services performed by more than one person. City shall independently review each invoice submitted by FIRST PARTY to determine whether the Services performed, and expenses incurred are in compliance with the provisions of this Agreement. City will use its best efforts to cause FIRST PARTY to be paid within thirty (30) days of receipt of FIRST PARTY's correct and undisputed invoice, except as to any charges for Services performed or expenses incurred by FIRST PARTY which are disputed by City, or as provided in this Section. In the event any charges or expenses are in dispute by City, the original invoice shall be returned by City to FIRST PARTY for correction and resubmission. Review and payment by City of any invoice provided by FIRST PARTY shall not constitute waiver of any rights or remedies provided herein or any applicable law. Consultant shall bill the City as Services are complete. City reserves the right to deny payment to FIRST PARTY for any invoice submitted more than 90 days after performance of Services or expenses are incurred by FIRST PARTY.
1. FIRST PARTY shall submit detailed and itemized monthly invoices in a form satisfactory to CITY on or before the tenth (10th) day of each month for Services provided during the preceding month.
 2. Invoices shall include sufficient documentation, including time records, cost records, receipts, and other materials necessary to substantiate the performance and costs of the Services. CITY shall review and verify the accuracy and completeness of each invoice within thirty-five (35) days after receipt. CITY, at its sole discretion, may correct, modify, or disallow any charges contained in the invoice that are inconsistent with this Agreement, unsubstantiated, excessive, or otherwise not in compliance with CITY's standards or instructions. Any such corrections or modifications shall be deemed final and binding upon FIRST PARTY.
 3. Upon completing its review, CITY shall make payment to FIRST PARTY for the amount approved by CITY, subject to applicable deductions, corrections, or offsets as deemed appropriate by CITY. No payment made by CITY shall constitute or be construed as acceptance of any Services or waiver of any rights or remedies available to CITY under this Agreement.
 4. CITY reserves the right to withhold payment in whole or in part if: (a) Services are not performed to the satisfaction of CITY; (b) There are delays not authorized or excused by CITY in the performances of Services; (c) FIRST PARTY fails to provide satisfactory documentation of the Services rendered, or documentation reflecting information CITY has requested; and/or (d) FIRST PARTY is otherwise in default of this Agreement.
 5. Withheld payments shall not relieve FIRST PARTY of its obligations to perform under this Agreement, and CITY shall not be liable for any interest, penalties, or damages related to the withholding of payment.
 6. In the event of a payment dispute, FIRST PARTY agrees to continue performance of all Services under this Agreement without delay or interruption, regardless of the status or resolution of such dispute. CITY shall resolve any payment disputes in good faith. Upon termination or expiration of this Agreement, CITY shall reconcile all outstanding invoices and payments. CITY may offset any amounts due to FIRST

PARTY against amounts owed to CITY due to breach, nonperformance, or other defaults by FIRST PARTY.

- D. **Status Reports.** Together with each monthly invoice, FIRST PARTY shall submit a status report detailing the amount expended on the Services to that date and the remaining amount to be expended before the Cost Ceiling is reached. FIRST PARTY shall notify CITY in writing when payments have reached 90% of the To Not Exceed Amount.

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% of the stock ownership or ownership in FIRST PARTY from the date 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:

Deanna Chow
Community Development Department

City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025
650-330-6733
dmchow@menlopark.gov

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

Jessica Sottung, Contracts Manager
ICF Environmental, Inc.
201 Mission Street, Suite 1500
San Francisco, CA 94105
Jessica.Sottung@icf.com

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.

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10. HOLD HARMLESS

To the fullest extent allowed by law, FIRST PARTY hereby agrees to defend, indemnify and save harmless CITY, its Council, boards, commissions, officers, employees, directors, volunteers and agents, from and against any and all claims, suits, actions, liability, loss, damage, expense, injury (including, without limitation, economic harm, injury to or death of any person, including an employee of FIRST PARTY or its Subcontractors), cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, at law or equity, which may be brought against, or suffered or sustained by, City of Menlo Park, its Council, boards, commissions, officers, employees, directors, volunteers, or agents that arise out of, pertain to or relate to any negligence, recklessness, or willful misconduct of FIRST PARTY, any subcontractors, anyone directly or indirectly employed or retained by them, or anyone that they control. In the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the FIRST PARTY shall meet and confer with other Parties regarding unpaid defense costs.

The duty of FIRST PARTY to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however that nothing herein contained shall be construed to require FIRST PARTY to indemnify City of Menlo Park, its Council, boards, commissions, officers, employees, and agents against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

FIRST PARTY's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement.

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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 two million dollars (\$2,000,000) 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. Automobile insurance:

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.

4. 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 two million (\$2,000,000) 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. **Notice of Termination:** 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.
 3. **Compensation:** 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. 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.
 4. 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 3A of this Section.
- B. **Remedies:** 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.
- C. 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 11, 2026 through June 30, 2027 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.

SIGNATURE PAGE TO FOLLOW

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

FOR FIRST PARTY:

Signature

Date

Printed name

Title

Tax ID#

APPROVED AS TO FORM:

Nira F. Doherty, City Attorney

Date

FOR CITY OF MENLO PARK:

Justin I. C. Murphy, City Manager

Date

ATTEST:

Judi A. Herren, City Clerk

Date

EXHIBIT “A” – SCOPE OF SERVICES**A1. SCOPE OF WORK**

FIRST PARTY agrees to provide consultant Services for CITY’s Community Development Department. In the event of any discrepancy between any of the terms of 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.

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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 the Scope of 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 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 FIRST PARTY. Such supplemental agreement shall be executed by 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.

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EXHIBIT “B” – DISPUTE RESOLUTION

- B1.0** All claims, disputes, and other matters in question between FIRST PARTY and CITY (“Parties” collectively) arising out of, or relating to, the contract documents or the breach thereof, shall be resolved as follows:
- B2.0 Mediation**
- B2.1** The Parties shall attempt in good faith first to mediate such dispute and use their best efforts to reach agreement on the matters in dispute. After a written demand for non-binding mediation, which shall specify in detail the facts of the dispute, and within ten (10) days from the date of delivery of the demand, the matter shall be submitted to a mutually agreeable mediator. The Mediator shall hear the matter and provide an informal opinion and advice, none of which shall be binding upon the Parties, but is expected by the Parties to help resolve the dispute. Said informal opinion and advice shall be submitted to the Parties within twenty (20) days following written demand for mediation. The Mediator’s fee shall be shared equally by the Parties. If the dispute has not been resolved, the matter shall be submitted to arbitration in accordance with Paragraph B3.1.
- B3.0 Arbitration**
- B3.1** Any dispute between the Parties that is to be resolved by arbitration as provided in Paragraph B2.1 shall be settled and decided by arbitration conducted by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, as then in effect, except as provided below. Any such arbitration shall be held before three arbitrators who shall be selected by mutual agreement of the Parties; if agreement is not reached on the selection of the arbitrators within fifteen (15) days, then such arbitrator(s) shall be appointed by the presiding Judge of the court of jurisdiction of the agreement.
- B3.2** The provisions of the Construction Industry Arbitration Rules of the American Arbitration Association shall apply and govern such arbitration, subject, however to the following:
- B3.3** Any demand for arbitration shall be writing and must be made within a reasonable time after the claim, dispute, or other matter in question as arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based on such claim, dispute, or other matter would be barred by the applicable statute of limitations.
- B3.4** The arbitrator or arbitrators appointed must be former or retired judges, or attorneys at law with at least ten (10) years’ experience in construction litigation.
- B3.5** All proceedings involving the Parties shall be reported by a certified shorthand court reporter, and written transcripts of the proceedings shall be prepared and made available to the Parties.
- B3.6** The arbitrator or arbitrators must be made within and provide to the Parties factual findings and the reasons on which the decisions of the arbitrator or arbitrators is based.
- B3.7** Final decision by the arbitrator or arbitrators must be made within ninety (90) days from the date the arbitration proceedings are initiated.
- B3.8** The prevailing party shall be awarded reasonable attorneys’ fees, expert and non-expert witness costs and expenses, and other costs and expenses incurred in connection with the arbitration, unless the arbitrator or arbitrators for good cause determine otherwise.
- B3.9** Costs and fees of the arbitrator or arbitrators shall be borne by the non-prevailing party, unless the arbitrator or arbitrators for good cause determine otherwise.

B3.10 The award or decision of the arbitrator or arbitrators, which may include equitable relief, shall be final, and judgment may be entered on it in accordance with applicable law in any court having jurisdiction over the matter.



July 20, 2026

ICF Environmental, Inc.

→ Proposal to Prepare an Addendum for Parkline Phase 2

Submitted to:

City of Menlo Park

City Hall - 1st Floor

701 Laurel St., Menlo Park, CA 94025

Submitted by:

ICF Environmental, Inc.

595 Market St., Suite 950

San Francisco, CA 94105

Attention: Corinna D. Sandmeier, Principal
Planner, cdsandmeier@menlopark.gov

RFP Contact:

Jessica Viramontes

Jessica.Viramontes@icf.com

595 Market St., Suite 950

San Francisco, CA 94105

415.677.7108

RFP Authorized Signatory:

Jessica Sottung

Jessica.Sottung@icf.com

703.225.5670



This proposal includes data that shall not be disclosed outside the City and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in conjunction with—the submission of these data, the City shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the City's right to use information contained in these data if it is obtained from another source without restriction. The data subject to this restriction are contained in this volume and its appendices and attachments.



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Cover Letter

City of Menlo Park
City Hall - 1st Floor
701 Laurel St., Menlo Park, CA 94025
Attention: Corinna D. Sandmeier, Principal Planner
Via Email

Subject: Proposal to Prepare an Addendum for Parkline Phase 2

Dear Ms. Sandmeier,

We are pleased to submit this proposal to prepare an Addendum for the Parkline Phase 2 Project (Project). ICF Environmental, Inc. (ICF) formed our team to help the City of Menlo Park (City) successfully and efficiently prepare an environmental document in compliance with the California Environmental Quality Act (CEQA). In response to the thoughtful input from the public and other stakeholders, the proposed modifications to the approved project evaluated in the Parkline EIR include more housing, a variety of housing types, and more purposeful retail uses to serve the site and the neighborhood.

ICF led the preparation of the Parkline EIR and many other environmental review documents in Menlo Park. Based on that prior experience, ICF has assigned a team of expert staff and teamed to successfully and efficiently provide environmental services for the Project. Our proposed team will be led by Heidi Mekkelson as Project Director, who has 23 years of experience in the preparation and management of environmental analysis documentation pursuant to CEQA. She will be supported by Jessica Viramontes as Project Manager, who has more than 19 years of experience as a CEQA practitioner and project manager. Heidi and Jessica held these same roles during the preparation of the Parkline EIR. They will serve as a day-to-day contacts for the Project team and will coordinate major milestones to guide the Project to completion. Our proposed team also includes highly skilled ICF staff and our subconsultants, Hexagon, Keyser Marston Associates, and West Yost, who will produce legally defensible and comprehensive CEQA documentation, allowing the Project to be environmentally cleared and developed as expeditiously as possible. We understand that schedule is of paramount importance for this Project. Many of the same ICF staff and subconsultants who were part of the Parkline EIR team will also work on this Addendum, bringing with them a familiarity with the previously prepared analysis that will provide the foundation for a smooth and efficient environmental review process.

This scope of work, schedule, and cost reflect the information provided by the City, our knowledge of the Parkline EIR, and our understanding of the level of documentation required by the City for this effort. We are happy to work with your team to make adjustments as needed to meet budgetary and scheduling needs.

We appreciate the opportunity to submit a proposal for this effort, and we are excited about the opportunity to work with the City. ICF proposes to invoice monthly, on a time-and-materials basis. ICF's proposal is valid for 90 days from its submittal, at which time ICF reserves the right to revise the contents or extend the validity date, if needed. Please contact Jessica Viramontes at 415.677.7108 or Jessica.Viramontes@icf.com with any questions about the content of this proposal. For contractual matters, please contact Jessica Sottung, who is an official authorized to bind the firm, at 703.225.5670 or Jessica.Sottung@icf.com.

Sincerely,

Patricia E. Toben-Cropper for

Jessica Sottung
Contracts Manager



1. Project Understanding and General Approach

Parkline Phase 2 (Project or CDP Modification) updates the project that was evaluated in the Parkline EIR (hereafter referred to as the “certified EIR” or “previous EIR”). Similar to the approved project evaluated in the certified EIR, the Project would redevelop SRI International’s existing research campus located at 333 Ravenswood Avenue and the property at 201 Ravenswood Avenue (totaling 64.2 acres) with residential uses, office/R&D uses, commercial/retail uses, and open space. The Project Site is zoned C-1-S(X). The Project is consistent with the General Plan, zoning, and the Development Agreement for the approved project. The Project may require the following approvals and entitlements:

- Amended and Restated Conditional Development Permit
- Architectural Control
- Administrative Permit
- Heritage Tree Removal Permit
- Updated Vesting Tentative Map
- Master Signage Program
- Transportation Demand Management Plan
- Below Market Rate Agreement

This scope of work is for the preparation of an Environmental Impact Report (EIR) Addendum for the Project. Specific to the Project, the Addendum will provide an environmental analysis of the incremental effects of:

- An increase of approximately 917,000 square feet of residential uses compared to the approved project evaluated in the certified EIR, including an increase of approximately 282 dwelling units consisting of single-family homes and townhomes
- A decrease of approximately 477,000 square feet of office/R&D uses in a smaller, higher-quality district compared to the approved project evaluated in the certified EIR
- An increase of approximately 41,000 square feet of retail uses in a walkable Retail Village compared to the approved project evaluated in the certified EIR
- A similar amount of open space that would include a larger area for the future sports field and programmed open spaces
- The demolition of Buildings P, S, and T, which were assumed to be retained in the approved project evaluated in the certified EIR
- A decrease in commercial parking spaces and an increase in residential parking spaces

When revisions are proposed to a project after an EIR has been certified, an agency must determine whether subsequent environmental review is required, and whether an addendum or a supplemental or subsequent EIR is the appropriate document for analyzing the potential impacts of a revised project. Per California Environmental Quality Act (CEQA) Guidelines Sections 15162(a) and 15163, a supplemental or subsequent EIR is required if:

1. Substantial changes are proposed in the project that will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
2. Substantial changes occur with respect to the circumstances under which the project is undertaken that will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or



3. New information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete, shows any of the following:
 - a. The project will have one or more significant effects not discussed in the previous EIR;
 - b. Significant effects previously examined will be substantially more severe than shown in the previous EIR;
 - c. Mitigation measures or alternatives previously found not to be feasible would, in fact, be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
 - d. Mitigation measures or alternatives that are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

If none of the above conditions apply, but some changes or additions are necessary, then an addendum is the appropriate environmental document for analyzing a revised project. ICF has reviewed the information provided by the City and it is ICF's understanding that neither the Project nor any substantial changes in circumstances under which the Project is undertaken would require major revisions to the certified EIR due to the involvement of new significant effects or a substantial increase in the severity of previously identified significant effects. In addition, it is ICF's understanding that there is no new information of substantial importance that shows the revisions to the Project would have one or more significant effects not disclosed in the certified EIR, nor would the Project cause a more severe significant effect than disclosed in the certified EIR, and no new mitigation measures would be necessary to reduce significant impacts. Therefore, ICF's scope of work assumes that an addendum will be the appropriate level of CEQA environmental review for the proposed revisions to the Project. ICF will prepare an addendum to the certified EIR in accordance with CEQA Guidelines Sections 15168(c) and 15164.

If, during the course of preparing the Addendum, it is determined that the proposed revisions to the Project would require the preparation of a supplemental or subsequent EIR, ICF will promptly inform the City to develop an alternative approach under an amended scope of work and budget (if requested by the City).

2. Scope of Work

Task 1: Data Needs

Following a review of all materials provided by the City and Project Sponsor, ICF will provide a data needs request that indicates any additional materials or information needed to support preparation of a brief description of the proposed revisions to the Project (Task 2), conduct the peer reviews (Task 3), prepare the standalone analyses (Task 4), and prepare the Addendum (Task 5). Up to three ICF staff members (e.g., a member of the ICF project management team and ICF technical specialists) will participate in conference calls totaling two hours regarding data needs.

Assumptions

- Data needs process will require up to two rounds of back-and-forth (i.e., ICF will submit a detailed data needs request, Project Sponsor will provide responses, ICF will provide follow-up questions/clarifications, Project Sponsor will provide responses).
- Project Sponsor will promptly provide complete, consolidated responses to ICF's data needs requests and other questions.
- City will provide input on the format and level of detail in the Addendum.

Deliverables

- Data needs request in Excel format

Task 2: Proposed Revisions to the Project

Upon receipt of the responses to the data needs request (Task 1), ICF will prepare a description of the proposed revisions to the Project. The description of the proposed revisions to the Project will be included in the Addendum and will clearly identify the major differences between the Project and the approved project evaluated in the certified EIR. The description will include the following discussions:

- Overview and Background
- Brief Description of Approved Project Evaluated in the Certified EIR
- Proposed Revisions to the Project
 - Description of the Project, focusing on changes to the approved project
 - Table(s) summarizing the Project
 - Up to five figures
- Approvals and Entitlements

Assumptions

- City will provide one compiled set of comments on the draft and revised Project Description.

Deliverables

- Draft Project Description – electronic copy (clean word file and PDF)
- Revised Project Description – electronic copy (tracked word file, clean word file, and PDF)
- Final Project Description – electronic copy (tracked word file, clean word file, and PDF)

Task 3: Peer Reviews

The ICF team will peer review the analyses prepared by the Project Sponsor's consultants, as indicated below. Each peer review memo will include the following sections:

- Introduction
- Summary of Content and Findings
- ICF Comments (with relevant page and section references included)
- Conclusions and Recommendations

Assumptions

- Peer review process will require up to two rounds of review (i.e., the ICF team will submit a peer review memo, Project Sponsor will coordinate revisions to the analysis, the ICF team will review the revised analysis and submit a revised peer review memo that provides any remaining comments and/or documents whether the analysis meets the substantive requirements of CEQA).
- Project Sponsor will coordinate revisions to each analysis in response to peer review comments; the ICF team is not responsible for revising the analyses.
- If a peer review comment is not addressed by the Project Sponsor's consultant, or if there is a nuanced explanation for any revisions, the Project Sponsor's consultant will provide a response to the peer review comment with an explanation.
- The reports that are peer reviewed will be included as appendices to the Addendum.

Task 3.1: Peer Review Trip Generation Memorandum

Hexagon will peer review the Trip Generation Memorandum prepared by the Project Sponsor's consultant. The trip generation memo prepared by the Project Sponsor's consultant, Fehr & Peers, shows that the Project would generate fewer vehicle trips than the trips analyzed for the approved project. Hexagon will verify the land uses for the estimated scenarios (office and R&D scenarios), the Institute of Transportation Engineers (ITE) trip generation rates and estimated vehicle trips without reductions for each land use component, internal trip captures for the site, total estimated trips, all applicable reductions, and required Transportation Demand Management (TDM) reduction.

Deliverables

- Draft Trip Generation Peer Review Memo – electronic copy (clean word file and PDF)
- Final Trip Generation Peer Review Memo – electronic copy (tracked word file, clean word file, and PDF)

Task 3.2: Peer Review Air Quality/Greenhouse Gas/Health Risk Assessment

ICF will peer review the Air Quality/Greenhouse Gas/Health Risk Assessment Report (AQ/GHG/HRA Report) prepared by the Project Sponsor's consultant. ICF will review the report for CEQA adequacy and completeness. It is assumed that the report will evaluate the following topics:

- Air quality plan consistency
- Criteria pollutant mass emissions – construction and operations
- Toxic air contaminants and health risks at sensitive receptor locations
- Odors
- Greenhouse gas emissions



- Compliance with greenhouse gas thresholds (i.e. electric vehicle parking requirements, all-electric buildings) and plans consistency

Deliverables

- Draft AQ/GHG/HRA Peer Review Memo – electronic copy (clean word file and PDF)
- Final AQ/GHG/HRA Peer Review Memo – electronic copy (tracked word file, clean word file, and PDF)

Task 3.3: Peer Review Historic Resources Analysis

ICF will peer review the Historic Resources Analysis prepared by the Project Sponsor's consultant. ICF will confirm the report provides adequate background, methodology, findings, and conclusions consistent with industry standards and regulatory expectations.

Deliverables

- Draft Historic Resources Analysis Peer Review Memo – electronic copy (clean word file and PDF)
- Final Historic Resources Analysis Peer Review Memo – electronic copy (tracked word file, clean word file, and PDF)

Task 3.4: Peer Review Hydrology Report

ICF will peer review the Hydrology Report prepared by the Project Sponsor's consultant. ICF will perform a document-based technical review of the preliminary hydrology report and prepare. ICF anticipates that the peer review will focus on the methodologies, project features, and conclusions presented in the document based on our professional judgement and experience.

Deliverables

- Draft Hydrology Report Peer Review Memo – electronic copy (clean word file and PDF)
- Final Hydrology Report Peer Review Memo – electronic copy (tracked word file, clean word file, and PDF)

Task 3.5: Peer Review Energy and Water Memorandum

West Yost will peer review the Energy and Water Memorandum prepared by the Project Sponsor's consultant, focusing primarily on the water-related items in the memo. West Yost will review the report for adequacy and completeness, including accuracy of the water use calculations.

Deliverables

- Draft Energy and Water Peer Review Memo – electronic copy (clean word file and PDF)
- Final Energy and Water Peer Review Memo – electronic copy (tracked word file, clean word file, and PDF)

Task 4: Standalone Technical Analyses

Task 4.1: Water Supply Assessment Supplemental Memorandum

West Yost will prepare a standalone Water Supply Assessment (WSA) Supplemental Memorandum. The City is anticipated to consider adoption of its 2025 Urban Water Management Plan (UWMP) in June 2026; this scope assumes the City's 2025 UWMP will be available for use in preparing the WSA Supplemental Memorandum. The WSA previously prepared for the approved project by West Yost was based on the City's 2020 UWMP. Any supplemental assessment should be updated to reflect the 2025 UWMP. The WSA Supplemental Memorandum will document the assessment of the additional proposed development and associated additional water demands

for the Project. The assessment will be based on the water demand projections prepared by the Project Sponsor's consultant and the City's 2025 UWMP. The City's Draft 2025 UWMP does indicate that the approved project (not the Project) is included in the City's 2025 UWMP, so the supplemental memo will focus on the incremental additional water demand beyond what was previously evaluated for the approved project.

Deliverables

- Draft WSA Supplemental Memorandum – electronic copy (word files and PDF)
- Final WSA Supplemental Memorandum – electronic copy (track word file, clean word file, and PDF)

Task 4.2: Housing Needs Assessment Supplemental Memorandum

KMA will prepare a standalone Housing Needs Assessment (HNA) Supplemental Memorandum. KMA will update the underlying analysis for the previously prepared Parkline HNA for the approved project, including the following:

- Updates to reflect the Project's development program, including the revised residential unit count and mix, the reduced office/R&D building area, and the new retail component;
- Updates to market data on rents for the multifamily units as well as the addition of pricing data for the for-sale single-family and townhome product types added by the Project will be incorporated to estimate the affordability of market rate residential units;
- Updates to worker compensation levels, based on current wage and salary data, which is an input for estimating housing need by income; and
- Updated household income limits, using current California Department of Housing and Community Development income limits for San Mateo County.

KMA will provide modified findings regarding the net impact on housing availability regionally and the Menlo Park share of impacts, using a methodology consistent with the previously prepared Parkline HNA. Analysis of both Office Use and R&D Use scenarios is included consistent with the previously prepared Parkline HNA. The HNA Supplemental Memorandum will include a description of the Project, including a comparison to the approved project; the updated housing availability results in summary form; and a narrative discussion of how results changed relative to the prior analyses as a reflection of the reduced office/R&D employment, added retail employment, and the increase in residential units and introduction of additional unit types. The HNA Supplemental Memorandum will also provide a brief qualitative narrative regarding whether displacement analysis conclusions would materially differ from the previously prepared Parkline HNA.

Deliverables

- Draft HNA Supplemental Memorandum – electronic copy (word files and PDF)
- Final HNA Supplemental Memorandum – electronic copy (track word file, clean word file, and PDF)

Task 5: Addendum

ICF will prepare an Addendum to the certified EIR that will evaluate the change in EIR impacts with the revisions to the Project, and, if applicable, changes in impacts attributable to new circumstances or information not available at the time the certified EIR was prepared. The analysis will not reevaluate impacts that were already disclosed in the certified EIR and would not be altered due to the Project change or new circumstances/information. Based on the change in impacts due to the Project change, the Addendum will demonstrate that the Project change would not result in new or additional significant effects, nor would any previously examined significant effects be substantially more severe.

The Addendum will include the following sections:

- Background
- Proposed Revisions to the Project
- Analysis of Potential Environmental Effects
- Conclusions

The Addendum will include a summary of applicable mitigation measures set forth in the certified EIR and any administrative modifications made to those mitigation measures to clarify performance standards, new standard practices or requirements, and/or Project-specific details. Each topic evaluated in the Addendum will include a brief summary of the impact conclusions and mitigation measures (as applicable) for the approved project followed by an analysis of impacts that would result from the Project change. ICF will examine the previously prescribed mitigation measure(s) for each topic to ensure they are applicable to the Project, and will make administrative revisions where necessary. Each analysis will address whether the Project would result in any new or additional significant effects not disclosed in the certified EIR, or if the Project would result in any more severe previously examined significant effects in the certified EIR. ICF will discuss each of the CEQA environmental topics evaluated in the certified EIR, following the format of the certified EIR.

ICF will revise the Administrative Draft Addendum based on comments provided by the City and submit the Screencheck Draft Addendum for the City review and approval. The City will provide final written comments, if necessary, on the Screencheck Draft Addendum. This scope assumes that any comments will be minor and will not result in additional/new analyses or substantial revisions. ICF will incorporate all comments on the Screencheck Draft Addendum and prepare the Final Addendum. ICF assumes that the City will post the Final Addendum on the City's website. ICF will also submit the administrative record, assembling all documents and correspondence referenced in the Addendum.

Assumptions

- The regulatory setting and environmental setting in the certified EIR have not materially changed. Therefore, any relevant details from these sections in the certified EIR will be incorporated by reference in the Addendum.
- Responses to City comments on the Addendum will not require new analysis or revisions to quantitative modeling.
- City will provide one compiled set of comments on each draft of the Addendum.
- ICF will ensure the Final Addendum and all standalone technical analyses prepared by the ICF team meet applicable requirements related to accessibility. The Project Sponsor will be responsible for ensuring any appendices to the Final Addendum prepared by the Project Sponsor's consultants (e.g., the reports peer reviewed as part of Task 3) meet applicable requirements related to accessibility. If requested by the City, ICF can ensure all appendices to the Final Addendum prepared by the Project Sponsor's consultants meet applicable requirements related to accessibility and a scope and budget amendment would be necessary.
- Electronic versions of the administrative record will be provided at the same time as submittal of the Final Addendum.

Deliverables

- Administrative Draft Addendum – electronic copy (word files and PDF)
- Screencheck Draft Addendum – electronic copy (track word file, clean word file, and PDF)
- Final Addendum – electronic copy (tracked word file, clean word file, and web-ready PDF)
- Final Addendum – hard copy (up to three hard copies for distribution to the City [if requested])

Topics to Evaluated with a Brief Discussion or Analysis

Based on ICF's initial review of the revisions to the Project and the materials shared by the City, it is anticipated that the following environmental topics will be evaluated with a brief discussion or analysis in the Addendum:¹

- **Land Use:** The Project is consistent with the General Plan and zoning for the site. It is anticipated that the Project substantially complies with applicable land use plans, policies, and regulations. The Project would not divide an established community for the reasons stated in the certified EIR.
- **Energy:** ICF will summarize the Energy and Water Memorandum prepared by the Project Sponsor's consultant. The Project would comply with Title 24 requirements and the City's Green Building Code, and would not use energy resources in a wasteful, inefficient, or unnecessary manner.
- **Tribal Cultural Resources:** Tribal notification is not required for an addendum pursuant to Assembly Bill 52 (Public Resources Code section 21080.3.1(d)). The Project would be required to implement the mitigation measures in the certified EIR to address impacts to tribal cultural resources.
- **Geology and Soils Seismicity:** ICF will summarize the conclusions of the Preliminary Geotechnical Report prepared by the Project Sponsor. Geology, soils, and seismicity impacts are largely determined by a site's inherent conditions and sensitivity, which have not changed since certification of the EIR. The Project would be required to implement the mitigation measures in the certified EIR to address impacts to paleontological resources.
- **Hydrology and Water Quality:** ICF will summarize the conclusions of the Hydrology Report and the Impervious Area Worksheet and Stormwater Requirements Checklist prepared by the Project Sponsor's consultant. ICF will determine the amount of permeable surface area provided by the Project as compared to what was evaluated in the certified EIR, and whether any additional analysis is appropriate. The impact analysis will focus on the impact of construction on water resources as well as impacts from surface water runoff and other operational issues for the Project compared to the approved project. The Project would be required to comply with the National Pollution Discharge Elimination System (NPDES) and San Francisco Municipal Regional Permit requirements, as well as implementation of a site-specific stormwater pollution prevention plan that includes low impact development features consistent with San Mateo County C.3 requirements. The Project would be required to implement the mitigation measures in the certified EIR to address impacts to water quality.
- **Hazards and Hazardous Materials:** Hazards and hazardous materials impacts are largely determined by a site's inherent conditions, which have not changed since certification of the EIR. ICF will evaluate whether the proposed uses under the Project would require the routine transport, use, or disposal of hazardous materials beyond those evaluated for the approved project in the certified EIR. If deemed necessary, ICF will conduct a supplemental public agency database review through the State Water Resources Control Board's GeoTracker and the Department of Toxic Substances Control's EnviroStor online databases. The Project would be required to implement the mitigation measures in the certified EIR to address impacts related to upset and accident conditions involving hazardous materials, exposure to schools, and Cortese List.
- **Aesthetics:** The Project qualifies for an exemption from evaluating aesthetic impacts pursuant to Section 21099 of the California Public Resources Code.
- **Agricultural Resources:** There are no agricultural resources in or near the site.
- **Forestry Resources:** There are no forest lands in or near the site.
- **Mineral Resources:** There are no mineral resources on the site.

¹ These topics are provided in the same order as the certified EIR.



- **Wildfire:** The site is not within a High Fire Hazard Severity Zone or a Very High Fire Hazard Severity Zone and the vicinity of the site is not within either of these zones.

Based on ICF's initial review of the revisions to the Project and the materials shared by the City, it is anticipated that the following environmental topics will be evaluated with a detailed analysis in the Addendum:²

Transportation

Hexagon will prepare the transportation section of the Addendum; no standalone transportation analysis will be prepared. Supplemental materials (e.g., modeling results) will be included as an appendix to the Addendum. The project description materials provided by the City indicate the Project would not result in a CEQA vehicle miles traveled (VMT) impact from the proposed office/R&D and residential uses because the Project would be required to implement TDM measures to reduce the vehicle trips by 35 percent. The Project also would not create a new VMT impact from the proposed retail uses because the retail component is intended to be local-serving and would be exempt from VMT analysis for local serving retail projects where the total square footage is 50,000 square feet or less. Based on the preliminary project information and assessment provided by the City, it is presumed that the Project would not result in an additional CEQA transportation impact or additional adverse traffic operational effects.

It is assumed the section will be prepared by comparing to the transportation analysis prepared for the Parkline EIR. The scope assumes that there will be no update to the existing conditions and regulatory setting. For the VMT impact, the section will update the analysis prepared for the approved project to include the retail component. The section will also update the VMT estimates for the office/R&D and residential components to reflect the internal trip captures for the Project and the required 35-percent TDM reduction. The analysis will use the same modeled VMT levels per capita and per employee estimated for the approved project and project variant for the certified EIR. The analysis in the certified EIR used the City's travel demand model to estimate the approved project VMT levels (without reductions). Because the land use mix and density of the Project do not differ substantially from the approved project and project variant, the travel demand model would estimate similar VMT levels. Therefore, the modeled VMT levels estimated for the analysis in the certified EIR will be used and updated with the internal trip captures for the Project. The travel demand model will not be used to re-estimate the VMT levels.

The site plan for the Project will be reviewed to address the other impact criteria. It is assumed that the same level of assessment conducted for the approved project will be performed for the Project. Because the Project would not generate more vehicle trips than the vehicle trips analyzed for the approved project, the scope assumes no updates to the non-CEQA level of service transportation analysis.

Air Quality and Greenhouse Gas Emissions

ICF will prepare the air quality and GHG sections of the Addendum; ICF will summarize the analysis and modeling results in the AQ/GHG/HRA Report prepared by the Project Sponsor's consultant. ICF will assess AQ and GHG impacts associated with the Project and evaluate whether the Project would result in new significant AQ and GHG impacts or a substantial increase in the severity of impacts previously identified in the certified EIR. No air quality or GHG modeling or analysis will be prepared by ICF to evaluate the Project's impact. All AQ and GHG-related topics necessary for the Addendum will be addressed in the AQ/GHG/HRA Report. The Project would be required to implement the mitigation measures in the certified EIR to address impacts related to conflicts with the applicable air quality plan and criteria pollutants.

Noise and Vibration

ICF will prepare the noise section of the Addendum; no standalone noise analysis will be prepared. Supplemental materials (e.g., modeling results) will be included as an appendix to the Addendum. ICF will assess noise and vibration impacts associated with the Project and evaluate whether the Project would result in new significant

² These topics are provided in the same order as the certified EIR.

noise or vibration impacts or a substantial increase in the severity of impacts previously identified in the certified EIR. The noise and vibration impact analysis will address the following key issues qualitatively:

- ICF will qualitatively assess noise impacts associated with construction by comparing the construction equipment list and associated data for the approved project with the construction equipment list and associated data for the Project based on the Construction Data and Phasing information prepared by the Project Sponsor. Based on a preliminary data review, the loudest equipment pieces by subphase are comparable or similar under the Project to the construction data for the approved project; similarly, the project footprint for the approved project has not appeared to change under the Project.
- ICF will qualitatively assess vibration impacts associated with Project construction, based on the assumption that the most vibration-intensive equipment proposed for use and the overall footprint of construction would not change under the Project compared to the approved project evaluated in the certified EIR.
- ICF will qualitatively discuss noise impacts associated with operational mechanical equipment (e.g., heating, ventilation, and air conditioning equipment and emergency generators) based on the Stationary Equipment Memorandum prepared by the Project Sponsor. As was the case in the certified EIR, it is assumed that compliance with applicable noise standards in the City would be achieved as a standard condition of approval.

The noise and vibration impact analysis will address the following key issues quantitatively:

- ICF will model traffic noise impacts associated with the Project. Modeling results will be compared to the modeling results for the approved project in the certified EIR.

The Project would be required to implement the mitigation measures in the certified EIR to address impacts related to construction noise and ground-borne vibration.

Assumptions

- Traffic data for the Project, including average annual daily traffic volumes, posted speeds, and heavy truck percentages for each roadway segment to be evaluated, will be provided by Hexagon.
- A qualitative construction noise analysis comparing equipment from the approved project to equipment for the Project will be conducted; should a quantitative construction noise analysis be needed or requested, this can be completed with a scope and budget amendment.
- A qualitative operational noise analysis will be conducted. The Project Sponsor will provide operational equipment data and/or input assumptions to be used in the qualitative operational equipment analysis.
- Detailed 3-dimensional noise modeling (i.e., SoundPLAN software) will not be used to analyze construction or operational noise impacts.
- The most vibration-intensive equipment proposed for use and the overall footprint of construction would not change under the Project compared to the approved project.
- No noise measurements, site visit(s), or other fieldwork will be conducted by ICF. Existing ambient noise levels will be estimated based on the certified EIR.

Cultural Resources

ICF will prepare the cultural resources section of the Addendum; ICF will summarize the analysis and results in the Historic Resources Analysis prepared by the Project Sponsor's consultant. The Project includes the demolition of Buildings P (constructed in 1980-1981), S (constructed in 1981), and T (constructed in 1962), which were assumed to be retained in the approved project evaluated in the certified EIR. Buildings P, S, and T appear eligible as contributing buildings to the SRI International Campus Historic District and appear to be historical resources under CEQA according to the certified EIR. The records search, archaeological site survey, and geoarchaeological analysis conducted for the certified EIR include the site and cover the anticipated ground

disturbance for the Project. This scope assumes additional site-specific research would not be required for the Project. The Addendum will evaluate whether the additional demolition and any other changes to anticipated ground disturbance would result in new or substantially more severe significant impacts to cultural resources compared to what was evaluated in the certified EIR. The Project would be required to implement the mitigation measures in the certified EIR to address impacts related to historic resources, archaeological resources, and human remains.

Biological Resources

ICF will prepare the biological resources section of the Addendum that will substantially rely on the Parkline Project Biological Resources Report prepared for the certified EIR. ICF will evaluate the increase in tree removal (including the increase in heritage tree removal) compared to what was evaluated in the certified EIR. It is anticipated that proposed vegetation removal activities under the Project would be substantially similar to what was evaluated for the approved project in the certified EIR. The Addendum will evaluate whether the additional tree removals (including heritage trees) and any other changes to site plan layout or the design of the Project would result in new or substantially more severe significant impacts to biological resources compared to what was evaluated in the certified EIR. The Project would be required to implement the mitigation measures in the certified EIR to address impacts to special-status species, wildlife movement, and native wildlife nursery sites.

Assumptions

- Project Sponsor will provide the number of existing trees (including heritage trees) on the Project Site, if different than described in the certified EIR.
- Project Sponsor will provide the number of existing trees (including heritage trees) that would need to be removed as part of the Project; including the reason (e.g., poor health, invasive/undesirable species, conflicts with Project's site plan).
- Project Sponsor will provide the number of new trees to be planted as part of the Project.

Population and Housing

ICF will prepare the population and housing section of the Addendum; ICF will summarize the analysis and results in the HNA Supplemental Memorandum prepared by KMA. The Addendum will evaluate whether the additional residential uses, additional retail uses, and reduced office/R&D uses would result in new or substantially more severe significant impacts to population and housing compared to what was evaluated in the certified EIR.

Public Services and Recreation

ICF will prepare the public services and recreation sections of the Addendum. ICF will evaluate how the additional residential uses, additional retail uses, and reduced office/R&D uses would change the demand for public services and recreation generated by the Project. ICF will describe the proposed open space and recreation features under the Project. The Addendum will evaluate whether the changed demand would result in new or substantially more severe significant impacts to public services and recreation compared to what was evaluated in the certified EIR.

Utilities and Service Systems

ICF will prepare the utilities and service systems section of the Addendum. ICF will summarize the analysis and results in the WSA Supplemental Memorandum prepared by West Yost as well as the Preliminary Sewer Report and Preliminary Water Infrastructure Report prepared by the Project Sponsor's consultant. ICF will evaluate how the additional residential uses, additional retail uses, and reduced office/R&D uses would change the demand for utilities and service systems generated by the Project. The Addendum will evaluate whether the changed demand would result in new or substantially more severe significant impacts to utilities and service systems compared to what was evaluated in the certified EIR.



Task 6: Assist with Approval Documents

If desired, ICF will prepare and file the Notice of Determination (NOD). It is assumed that the Addendum will not include any revisions to the mitigation measures in the certified EIR. If revisions are made to the mitigation measures in the certified EIR, ICF will prepare a draft and final Mitigation Monitoring and Reporting Program (MMRP) and a scope and budget amendment would be necessary. The draft MMRP would be submitted with the Screencheck Draft Addendum and the final MMRP would be submitted with the Final Addendum.

Deliverables

- NOD - electronic copy (PDF)

Assumptions

- State Clearinghouse submittal of the Addendum is not required.
- City or Project Sponsor will pay any applicable filing fees.

Task 7: Public Meetings

One staff member from ICF, Hexagon, and/or KMA staff will attend up to two virtual or in-person public meetings. These staff members will be available to answer questions regarding the content of the Addendum and the CEQA process. If requested by the City, the ICF team will work with the City to prepare for the meetings, including creation of a PowerPoint presentation for each meeting. This task does not assume ICF will provide meeting transcript/minutes. The ICF team can participate in additional public meetings on an as-needed basis with a scope and budget amendment.

Task 8: Project Management

ICF will manage the overall CEQA review effort while maintaining regular, close communication between the City, Project Sponsor, and other stakeholders. The ICF project management team will be responsible for Project coordination activities and maintaining the Project schedule and budget. This task is intended to ensure that the CEQA review will be completed on time and within budget and that all work products are of the highest quality.

We assume up to two ICF staff members will participate in up to five conference calls or check-ins as part of this task. All other formal meetings assumed in this scope of work are included in Task 1. The ICF team can participate in any additional meetings (i.e., any meetings not included in this task or Task 1) on an as-needed basis with a scope and budget amendment.

Optional Task: West Yost Attendance at Public Meetings

If requested by the City, one staff member from West Yost will attend one virtual or in-person public meeting. This staff member will be available to answer questions regarding the content of the Water Supply Assessment Supplemental Memorandum. If requested by the City, West Yost will work with the City to prepare for the meetings, including creation of a PowerPoint presentation for the meeting. The estimated cost for up to one staff member from West Yost to attend one public meeting is approximately \$1,500; this cost is not included in the cost estimate included in Section 3. West Yost can participate in public meetings on an as-needed basis with a scope and budget amendment.



3. Cost Estimate

ICF's cost estimate to prepare the Addendum is provided on the following page.

Parkline Phase 2 Addendum

Employee Name	Consulting Staff																	Subcontractors					Labor Total	Direct Costs	Total Price		
	Mekkelson	Viramontes	Atteberry	Trageser	Matsui	Foley	Schumaker	Sukola	Unyi	Barrera	Medina	Britton	Caulder	Giffen	Tsao	Mathias		Hexagon	KMA	West Yost							
	Heidi	Jessica	Devan	Darrin	Cory	Elizabeth	Noah	Katrina	Stephen	Mario	Allison	Lindsley	Shelby	Teresa	Danika	John		Transpo	HNA	WSA							
	Proj Dir	Proj Mgr	Dep Proj Mgr	AQ/GHG/HRA	AQ/GHG	Noise	Noise	Hydro/WQ/Ge neralist	Accessibility	Haz	Built Env	Archaeo	Archaeo	Graphics	Bio	Editor/Pub Spec											
Labor Classification	Proj Dir	Sr Tech Analyst	Sr Consult I	Sr Consult III	Sr Consult III	Sr Consult III	Env Tech II	Assoc Consult I	Env Tech II	Consultant I	Consultant II	Sr Consult II	Env Tech I	Sr Consult I	Sr Consult III	Assoc Consult II											
Task																		Subtotal						Subtotal	Sub Mark-up: 10%		
Task 1: Data Needs		4.0	9.0			2.0		1.0				1.0			1.0		\$3,395.27				\$0.00	\$0.00	\$3,395.27		\$3,395.27		
Task 2: Proposed Revisions to the Project (Draft, Revised, Final Vers	3.0	10.0	30.0											7.0		6.0	\$10,541.74				\$0.00	\$0.00	\$10,541.74		\$10,541.74		
Task 3: Peer Reviews																	\$0.00				\$0.00	\$0.00	\$0.00		\$0.00		
Task 3.1: Peer Review Trip Generation Memorandum																	\$0.00	\$6,000			\$6,000.00	\$600.00	\$6,600.00		\$6,600.00		
Task 3.2: Peer Review Air Quality/Greenhouse Gas/Health Risk Assessment				24.0													\$4,937.28				\$0.00	\$0.00	\$4,937.28		\$4,937.28		
Task 3.3: Peer Review Historic Resources Analysis											24.0						\$3,983.28				\$0.00	\$0.00	\$3,983.28		\$3,983.28		
Task 3.4: Peer Review Hydrology Report								6.0									\$836.46				\$0.00	\$0.00	\$836.46		\$836.46		
Task 3.5: Peer Review Energy and Water Memorandum																	\$0.00		\$4,400		\$4,400.00	\$440.00	\$4,840.00		\$4,840.00		
Task 4: Standalone Technical Analyses																	\$0.00				\$0.00	\$0.00	\$0.00		\$0.00		
Task 4.1: Water Supply Assessment Supplemental Memorandum																	\$0.00			\$11,600	\$11,600.00	\$1,160.00	\$12,760.00		\$12,760.00		
Task 4.2: Housing Needs Assessment Supplemental Memorandum																	\$0.00		\$16,000		\$16,000.00	\$1,600.00	\$17,600.00		\$17,600.00		
Task 5: Addendum (Admin Draft, Screencheck Draft, Final Version)	8.0	22.0	30.0	16.0	12.0	48.0	14.0	56.0	16.0	10.0	24.0	4.0	12.0		16.0	18.0	\$53,228.66	\$24,000			\$24,000.00	\$2,400.00	\$79,628.66		\$79,628.66		
Task 6: Assist with Approval Documents		1.0	3.0														\$750.35				\$0.00	\$0.00	\$750.35		\$750.35		
Task 7: Public Meetings		10.0															\$2,357.90	\$6,000	\$4,000		\$10,000.00	\$1,000.00	\$13,357.90		\$13,357.90		
Task 8: Project Management	8.0	16.0	8.0														\$7,674.88				\$0.00	\$0.00	\$7,674.88		\$7,674.88		
Total hours	480.0	19.0	63.0	80.0	40.0	12.0	50.0	14.0	63.0	16.0	10.0	48.0	5.0	12.0	7.0	17.0	24.0										
Billing Rates		\$316.26	\$235.79	\$171.52	\$205.72	\$215.79	\$219.45	\$118.92	\$139.41	\$117.49	\$159.40	\$165.97	\$185.60	\$113.83	\$174.62	\$144.52	\$144.52										
Subtotal		\$6,008.94	\$14,854.77	\$13,721.60	\$8,228.80	\$2,589.48	\$10,972.50	\$1,664.88	\$8,782.83	\$1,879.84	\$1,594.00	\$7,966.56	\$928.00	\$1,365.96	\$1,222.34	\$2,456.84	\$3,468.48	\$87,705.82	\$36,000.00	\$20,000.00	\$16,000.00	\$72,000.00	\$7,200.00	\$166,905.82			
Other Direct Costs																											
523.02 Reproductions (hard copies of the Final Addendum, if requested)																											
Mark-up on Direct Expenses : 10%																											
Direct expense subtotal																											
Total price																											
\$167,730.82																											



4. Schedule

We understand that schedule is of the utmost importance for the project. A preliminary schedule is provided below.

Task	Duration	Estimated Timing
ICF receives a notice to proceed or is under contract	1 day	Mid-August 2026
Data needs process	2 weeks	Late August 2026
ICF prepares and City reviews Proposed Revisions to the Project*	3 weeks	Late September 2026
ICF conducts peer reviews and Project Sponsor revises reports**	5 weeks	Late September 2026
ICF prepares and City reviews Administrative Draft Addendum**	10 weeks	Late November 2026
ICF prepares and City reviews Screencheck Draft Addendum	3 weeks	Mid December 2026
ICF prepares and City Reviews Final Addendum	2 weeks	Late December 2026
ICF assists with Approval Documents	2 days	Late December 2026

Notes:

* The Project Sponsor prepared a detailed description of the proposed revisions to the Project. Thus, this task will primarily consist of ICF integrating that information into the format of an Addendum project description and then the City conducting its review.

** These tasks will be performed concurrently and will begin after the data needs process concludes.

This preliminary schedule is based on the following assumptions:

- ICF has received a notice to proceed on this scope of work or an executed contract from the City by August 20, 2026.
- The description of the Project will not substantially change during the preparation of the Addendum.
- The City will provide ICF with all Project Sponsor-prepared materials (if there are any that have not yet been provided to ICF as part of the proposal process) immediately after ICF receives a notice to proceed or is under contract. If any Project Sponsor-prepared materials are not yet ready for ICF, the City will provide a timeline for when they will be ready for ICF.
- A data request will be submitted to the City shortly after ICF receives a notice to proceed or is under contract – data must be available in a timely fashion for timeframes to be met.
- The Project Sponsor-prepared reports to be peer reviewed by ICF will be revised in response to ICF's comments in timely manner.
- All open-ended or conflicting reviewer comments will be resolved by the City prior to providing comments to ICF.
- The City comments on deliverables will focus on ensuring the document is legally defensible, and wordsmithing revisions will be avoided.



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About ICF

ICF (NASDAQ:ICFI) is a global consulting services company with approximately 9,000 full-time and part-time employees, but we are not your typical consultants. At ICF, business analysts and policy specialists work together with digital strategists, data scientists and creatives. We combine unmatched industry expertise with cutting-edge engagement capabilities to help organizations solve their most complex challenges. Since 1969, public and private sector clients have worked with ICF to navigate change and shape the future.