CONSULTANT AGREEMENT
City Manager's Office
701 Laurel St., Menlo Park, CA 94025
tel 650-330-6620

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

THIS AGREEMENT made and entered into at Menlo Park, California, this 8/14/2020, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and LSA ASSOCIATES, INC., hereinafter referred to as “FIRST PARTY.”

WITNESSETH:

WHEREAS, Menlo Park Flats Venture, LLC, with the consent of the property owner, Webster Robert Trust, proposes to redevelop the property addressed 165 Jefferson Drive (Assessor’s Parcel Number 055-242-090), Menlo Park, with approximately 158 multi-family dwelling units and a 14,422-square-foot commercial space with an above grade, three-story parking garage integrated into the proposed eight-story building, located in the R-MU-B (Residential Mixed Use, Bonus) zoning district, hereinafter referred to as the “Project”; and

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

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

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

1. SCOPE OF WORK

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

2. SCHEDULE FOR WORK

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

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

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

4. COMPENSATION AND PAYMENT

A. CITY shall pay FIRST PARTY an all-inclusive fee that shall not exceed $169,140 as described in Exhibit "A," Scope of Services. All payments shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. The CITY reserves the right to withhold payment if the City determines that the quantity or quality of the work performed is unacceptable.

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

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

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

5. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

F. FIRST PARTY shall incorporate the foregoing requirements of this section in FIRST PARTY's agreement with all sub-consultants.
6. ASSIGNMENT OF AGREEMENT AND TRANSFER OF INTEREST

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

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

7. INDEPENDENT WORK CONTROL

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

8. CONSULTANT QUALIFICATIONS

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

9. NOTICES

All notices hereby required under this agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid or by overnight courier service. Notices required to be given to CITY shall be addressed as follows:

Kyle Perata  
Community Development  
City of Menlo Park  
701 Laurel St.  
Menlo Park, CA 94025  
650-330-6721  
kperata@menlopark.org

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

Theresa Wallace  
LSA Associates, Inc.  
157 Park Place  
Point Richmond, CA 94801  
510-236-6801  
Theresa.wallace@lsa.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.
10. HOLD HARMLESS

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

11. INSURANCE

A. FIRST PARTY shall not commence work under this agreement until all insurance required under this Section has been obtained and such insurance has been approved by the City, with insurance industry standard ACORD form 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. All insurance policies and the Certificate of Insurance shall indicate, that should the policy be cancelled before the expiration date thereof written notice of said cancellation will be delivered in accordance with the policy provisions, which shall not be less than thirty (30) days notice of cancellation except for non-payment of premium which shall not be less than ten (10) days notice of cancellation at the address shown in Section 9, of any pending cancellation of the policy. FIRST PARTY shall notify CITY of any pending change to the policy. All certificates shall be filed with the City.

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

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

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

C. CITY and its subsidiary agencies, and their officers, employees and servants shall be included 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 and the applicant. 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," and in accordance with CEQA and its applicable guidelines, consistent with the prevailing and customary standards of care in the industry for professional services in the preparation of environmental documentation ("Standards"), and in accordance with the agreed upon work program and schedule, as detailed in Exhibit A-1 attached hereto. City and Consultant further agree as follows: (i) City staff will inform Consultant of any problems in the quality of Consultant's delivered work product within a reasonable period of time, (ii) if requested by City, Consultant will complete the required revisions of such work product to the reasonable satisfaction of City; and (iii) the additional costs of completing such requested revisions will not be chargeable to the City to the extent it is established that Consultant failed to meet the Standards in completing such work, but otherwise the additional costs are recoverable under this Agreement.
16. TERMINATION OF AGREEMENT

A. CITY may give thirty (30) days written notice to FIRST PARTY, terminating this agreement in whole or in part at any time, either for CITY’s convenience or because of the failure of FIRST PARTY to fulfill its contractual obligations or because of FIRST PARTY’s change of its assigned personnel on the project without prior CITY approval. Upon receipt of such notice, FIRST PARTY shall:

1. Immediately discontinue all services affected (unless the notice directs otherwise); and
2. Deliver to the CITY all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated or produced by FIRST PARTY in performing work under this agreement, whether completed or in process.

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

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

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

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

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

17. INSPECTION OF WORK

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

18. COMPLIANCE WITH LAWS

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

19. BREACH OF AGREEMENT

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

B. The CITY reserves the right to waive any and all breaches of this agreement, and any such waiver shall not be deemed a waiver of any previous or subsequent breaches. In the event the CITY chooses to waive a particular breach of this agreement, it may condition same on payment by FIRST PARTY of actual damages occasioned by such breach of agreement.
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
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<tbody>
<tr>
<td>20. SEVERABILITY</td>
<td>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.</td>
</tr>
<tr>
<td>21. CAPTIONS</td>
<td>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.</td>
</tr>
<tr>
<td>22. LITIGATION OR ARBITRATION</td>
<td>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 &quot;B,&quot; 'Dispute Resolution' attached hereto and by this reference incorporated herein.</td>
</tr>
<tr>
<td>23. RETENTION OF RECORDS</td>
<td>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.</td>
</tr>
<tr>
<td>24. TERM OF AGREEMENT</td>
<td>This agreement shall remain in effect for the period of June 9, 2020 through June 30, 2022, unless extended, amended, or terminated in writing by CITY.</td>
</tr>
<tr>
<td>25. ENTIRE AGREEMENT</td>
<td>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.</td>
</tr>
<tr>
<td>26. STATEMENT OF ECONOMIC INTEREST</td>
<td>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 <strong>IS NOT</strong> 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.</td>
</tr>
</tbody>
</table>

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 8/7/2020

Jeff Bray
Printed name
94-2341614

Tax ID#

APPROVED AS TO FORM:

Cara E. Silver, Interim City Attorney

FOR CITY OF MENLO PARK:

Starla Jerome-Robinson

ATTEST:

Judi A. Herren, City Clerk
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 the FIRST PARTY’s proposal and those of this agreement, the version most favorable to the CITY shall prevail. FIRST PARTY shall provide the following services:

Provide consultant services set forth in Exhibit A-1, attached hereto.

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 shall pay FIRST PARTY an all-inclusive fee of $169,140 as described in Exhibit A-1, Scope of Services – Table 3: Cost Estimate for the Proposed Menlo Flats Project. 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.

Payments shall be monthly for the invoice amount or such amount as approved by CITY. As each payment is due, FIRST PARTY shall submit a statement describing the services performed to CITY. This statement shall include, at 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 the 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 the FIRST PARTY’s relevant records pertaining to the charges.

A3. SCHEDULE OF WORK

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

A4. CHANGES IN WORK -- EXTRA WORK

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

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

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

### 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.
## EXHIBIT “B” - DISPUTE RESOLUTION

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
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<tbody>
<tr>
<td>B1.0</td>
<td>All claims, disputes and other matters in question between the FIRST PARTY and CITY arising out of, or relating to, the contract documents or the breach thereof, shall be resolved as follows:</td>
</tr>
<tr>
<td>B2.0</td>
<td>Mediation</td>
</tr>
<tr>
<td>B2.1</td>
<td>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.</td>
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<tr>
<td>B3.0</td>
<td>Arbitration</td>
</tr>
<tr>
<td>B3.1</td>
<td>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.</td>
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<tr>
<td>B3.2</td>
<td>The provisions of the Construction Industry Arbitration Rules of the American Arbitration Association shall apply and govern such arbitration, subject, however to the following:</td>
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<tr>
<td>B3.3</td>
<td>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.</td>
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<tr>
<td>B3.4</td>
<td>The arbitrator or arbitrators appointed must be former or retired judges, or attorneys at law with last ten (10) years’ experience in construction litigation.</td>
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<td>B3.5</td>
<td>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.</td>
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<tr>
<td>B3.6</td>
<td>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.</td>
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<tr>
<td>B3.7</td>
<td>Final decision by the arbitrator or arbitrators must be made within ninety (90) days from the date of the arbitration proceedings are initiated.</td>
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<td>B3.8</td>
<td>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.</td>
</tr>
<tr>
<td>B3.9</td>
<td>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.</td>
</tr>
<tr>
<td>B3.10</td>
<td>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.</td>
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</tbody>
</table>
June 3, 2020

Kyle Perata
City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025

Subject: Revised Proposal to Prepare the Environmental Review Documentation for the Menlo Flats Project

Dear Mr. Perata:

LSA is pleased to submit this proposal for the preparation of the environmental review documentation for the proposed Menlo Flats Project (project), pursuant to the California Environmental Quality Act (CEQA). Based on our understanding of the proposed project and familiarity with the project area and City’s General Plan (ConnectMenlo) and the certified ConnectMenlo Final Environmental Impact Report (ConnectMenlo Final EIR), the following proposed work program reflects the level of effort required to prepare an Initial Study and Focused Environmental Impact Report (EIR). This scope of work supersedes the one previously provided on May 22, 2020.

Preparation of the environmental review documentation will be managed by the same team that is currently preparing the Initial Study and Focused EIR for Menlo Uptown Project, located immediately adjacent to the Menlo Flats project site. Theresa Wallace, AICP, will serve as Principal in Charge and Matthew Wiswell, Planner will serve as Project Manager and prepare the non-technical inputs and analysis. LSA technical specialists will include Amy Fischer, Principal, and Cara Carlucci, Planner, who will prepare the air quality, greenhouse gas emissions, and noise analyses. The Transportation Impact Analysis (TIA) will be prepared by LSA’s in-house transportation specialists and the analysis will be managed by Tony Petros, Principal Transportation Planner and Dean Arizabal, Associate/Transportation Planner. Resumes for LSA’s key transportation staff are included as an attachment to this proposal. LSA will be joined by Keyser Marston Associates (KMA) who will prepare a Housing Needs Assessment.

A. PROJECT UNDERSTANDING

Our understanding of the project is based on review of the April 20, 2020 Staff Report to the Planning Commission regarding the proposed project and the project application materials dated March 6, 2020. The proposed project, referred to as the Menlo Flats project, would include the redevelopment of an approximately 1.38-acre site located at 165 Jefferson Drive in the City of Menlo Park. The site is located south of Bayfront Expressway (State Route 84 or SR-84) and east of Marsh Road and within the City’s Bayfront Area. The site is located within the City’s Residential Mixed Use-Bonus (R-MU-B) zoning district.

The proposed project would result in the demolition of the existing office building on the site and construction of one eight-story, 158-unit mixed-use building with 14,442 square feet of ground floor commercial space, as well as associated improvements. A total of 21 residential units (15 percent)
would be dedicated below market rate units. A total of 138 vehicular parking spaces would be provided in a three-level podium parking garage.

The proposed project includes a request for a use permit for bonus level development in exchange for community amenities. Additional actions and entitlements may also be required.

**B. WORK PROGRAM APPROACH**

The approach to environmental review of the Menlo Flats project includes the preparation of an Initial Study as a preliminary environmental document, which will contain an evaluation and discussion of environmental topics to be excluded from full analysis in the Focused EIR. The analysis in the Initial Study and Focused EIR is anticipated to be streamlined and would tier off of the program-level EIR prepared for ConnectMenlo, pursuant to CEQA Guidelines sections 15152 and 15168.

The Initial Study will fully document the finding that topics not addressed in detail in the EIR would not be associated with any new or more severe significant environmental impacts that were not already identified in the certified ConnectMenlo Final EIR. Based on LSA’s experience with similar projects in the immediate vicinity of the site and our familiarity with the ConnectMenlo EIR, it anticipated that potential impacts associated with aesthetics; agriculture and forestry resources; biological resources; cultural resources; energy; geology and soils; hazards and hazardous materials; hydrology and water quality; land use and planning; mineral resources; noise (construction period); parks and recreation; public services; tribal cultural resources; utilities and service systems; and wildfire would be less than significant. Mitigation measures identified in the ConnectMenlo Final EIR that are applicable to the proposed project will be identified to support the conclusions in the Initial Study. The Initial Study will be circulated for public comment along with the Notice of Preparation indicating that a Focused EIR will be prepared.

LSA believes that a Focused EIR addressing the topics of population and housing; transportation; air quality, greenhouse gas emissions; and operation-period traffic noise would likely prove necessary to fulfill the requirements of CEQA and to satisfy the terms of the City’s 2017 Settlement Agreement with the City of East Palo Alto. The analysis will be supported by the Transportation Impact Study and Housing Needs Assessment prepared by LSA and KMA, respectively. LSA will also utilize, to the maximum extent possible, information from the ConnectMenlo Final EIR for both the Initial Study and Focused EIR.

**C. SCOPE OF WORK**

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

**TASK A. PROJECT INITIATION**

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

1. **Start Up Meeting/Site Visit**

LSA’S Principal-in-Charge, Project Manager, and Transportation Planner will attend a start-up meeting with City staff and the project sponsor team. It is assumed that this will be an in-person meeting, although it could also be conducted via video or teleconference. At this meeting, the project team will discuss elements of the proposed project, the status of the development application, and various data needs.

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

2. **Data Gathering and Evaluation**

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

3. **Notice of Preparation/Scoping Session**

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

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

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Table 1: Work Program Outline

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

4. **Project Description**

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

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

5. **Work Program Refinement**

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

**TASK B. INITIAL STUDY**

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

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

1. **Administrative Draft Initial Study**

LSA will prepare an Administrative Draft Initial Study with the following components, including figures to illustrate the project location and features:

- Project Description
- CEQA Appendix G Environmental Checklist Form
- Mandatory Findings of Significance
- Contacts and Bibliography

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

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

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

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

c. **Biological Resources.** The project site is located in a developed area within the City of Menlo Park. Vegetation on or in the immediate vicinity of the project site is limited to ornamental landscaping, including mature eucalyptus trees. It is anticipated that the project applicant would provide documentation related to the presence or absence of heritage trees on or within the immediate vicinity of the site that could be affected by the proposed development. The applicant may also provide a biological resources assessment, if required by the City. LSA will review these reports and summarize the findings in the checklist responses. LSA will also reference the conclusions and analysis in the ConnectMenlo Final EIR, as appropriate.

d. **Cultural Resources.** The existing single-story building on the site was constructed in approximately the early 1960s and is likely over 50 years of age. However, the building does not appear to represent a distinctive association with important events or architectural trends. This
scope is based on the assumption that the building would be demolished and would not warrant additional study because based on the appearance, form, and construction history the buildings do not reasonably have the potential to qualify as historical resources under CEQA. LSA will reference the City-required historical resources evaluation to be provided by the applicant, any additional information provided by City staff, and the ConnectMenlo EIR to confirm this assumption. In the event that this information is not available, LSA can conduct a historical resources evaluation for each individual building under a scope and budget adjustment.

LSA will provide brief responses to the checklist questions related to impacts on historical resources, archaeological resources, and human remains. Applicable mitigation measures identified in the ConnectMenlo Final EIR that address the potential for accidental discovery of previously unidentified resources will be referenced to support the conclusion that impacts to cultural resources would be less than significant.

e. **Energy.** LSA will evaluate the project’s impacts related to energy use in response to the checklist questions. This discussion will address the project’s compliance with applicable energy efficiency standards and will cross reference the discussion provided in the ConnectMenlo Final EIR.

Energy data using the California Emissions Estimator Model (CalEEMod) will be reported.

f. **Geology and Soils.** This section will summarize the site’s potential for geologic impacts using the information available in the soils report, a geotechnical report and/or Phase I Environmental Site Assessment (ESA) if they are available from the sponsor team, the ConnectMenlo EIR, and available information. This section will include a discussion of potential seismic impacts including fault rupture, seismic shaking, ground failure, and landslides; the maximum expected earthquake on nearby active faults that would likely cause very strong seismic groundshaking at the project site; potential geotechnical impacts including unstable soils; and potential impacts associated with slope instability. Potential impacts to paleontological resources or unique geologic features will also be addressed. Project compliance with standard geotechnical design measures and preparation of a design-level site-specific geotechnical report as identified in the ConnectMenlo Final EIR will be discussed.

g. **Hazards and Hazardous Materials.** LSA will summarize the available information on hazards and hazardous materials from the Phase I ESA, if available, and will address checklist questions related to hazardous materials and other hazards that could result from implementation of the proposed project. LSA will describe known and potentially hazardous materials issues in the project area and immediate vicinity based on information collected from available reports. Project compliance with standard regulations and General Plan policies as identified in the ConnectMenlo Final EIR will be discussed.

h. **Hydrology and Water Quality.** Development of the proposed project would alter existing drainage conditions on the project site including through the change in the amount and location of pervious and impervious surfaces. LSA will qualitatively evaluate potential impacts to hydrology and water quality and will respond to checklist questions related to water quality, groundwater resources, groundwater recharge, flooding, and erosion. The analysis will be based on the hydrology report and stormwater drainage plans provided by the project sponsor, C.3 stormwater...
requirements, and discussions with City staff. Project compliance with standard regulations governing hydrology and water quality as identified in the ConnectMenlo Final EIR will be discussed.

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

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

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

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

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

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

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

2. **Screencheck Draft Initial Study**

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

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

3. **Public Review Draft Initial Study**

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

**TASK C. ENVIRONMENTAL IMPACT REPORT**

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

1. **Setting and Impacts**

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

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

b. **Transportation and Circulation.** LSA will prepare the transportation impact analysis (TIA) and Transportation section of the EIR for the proposed project, consistent with the requirements and provisions of the City of Menlo Park (City) Transportation Impact Analysis Guidelines, the City’s Transportation Demand Management (TDM) Program Guidelines (including City Municipal Code Section 16.45.090), the City/County Association of Governments of San Mateo County (C/CAG) Congestion Management Program (CMP), the California Department of Transportation (Caltrans), and CEQA. The primary objective of the Transportation Section will be to determine the potential for significant impacts to the adjacent circulation system resulting from the proposed project.

The following presents the tasks that will be necessary to complete the TIA for the project.

*Task 1: Coordination and Scoping.* LSA transportation staff will attend the project kick-off meeting (or video/conference call) with City Planning and Public Works Department staff to confirm the scope of work for the TIA. This will include confirmation of the project description (and receipt of the site plan), verification of specific analysis methodologies and assumptions (including the vehicle miles traveled [VMT] analysis), determination of trip generation (including trip credits, reductions, and TDM measures) and distribution, identification of future traffic conditions (i.e., approved and pending projects and/or volume development protocols, including near-term and cumulative assumptions), and discussion of specific concerns regarding the project and/or study area. This task includes ongoing coordination and/or conference calls with the City Planning and/or Public Works Departments throughout the duration of this project. Based on this input from the City, refinements to this scope of work and budget estimate may occur in order to meet the objectives of the project.
**Task 2: Data Collection.** This task will include collection of data to inform the analysis as described below. The TIA will include analysis of the following five scenarios:

- Existing (2020)
- Near-Term (Existing plus approved projects)
- Near-Term Plus Project
- Cumulative (including all future potential development by year 2040)
- Cumulative Plus Project

For purposes of this scope and budget, it is assumed that the TIA will evaluate up to 29 study area intersections. Based on preliminary trip estimates conducted by LSA, the proposed project is anticipated to generate fewer than 100 net new peak-hour trips. As such, a CMP roadway analysis would not be required. The following intersections have been preliminarily identified based on transportation analyses currently being conducted for similar projects within the immediate vicinity of the proposed project site:

**Study Area Intersections**

1. Marsh Road and Bayfront Expressway (Caltrans)
3. Marsh Road and US-101 Southbound Ramps (Caltrans/CMP)
4. Marsh Road and Scott Drive (City)
5. Marsh Road and Florence Street-Bohannon Drive (City)
6. Marsh Road and Bay Road (City)
7. Marsh Road and Middlefield Road (Town of Atherton)
8. Chrysler Drive and Bayfront Expressway (Caltrans)
9. Chrysler Drive and Constitution Drive (City)
10. Chrysler Drive and Jefferson Drive (City)
11. Chrysler Drive and Independence Drive (City)
12. Chilco Street and Bayfront Expressway (Caltrans)
13. Chilco Street and Constitution Drive (City)
14. Ringwood Avenue and Bay Road (City)
15. Ringwood Avenue and Middlefield Road (City)
16. Ravenswood Avenue and Middlefield Road (City)
17. Willow Road and Bayfront Expressway (Caltrans)
18. Willow Road and Hamilton Avenue (Caltrans)
19. Willow Road and Ivy Drive (Caltrans)
20. Willow Road and O’Brien Drive (Caltrans)
21. Willow Road and Newbridge Street (Caltrans)
22. Willow Road and US-101 Northbound Ramps (Caltrans)
23. Willow Road and US-101 Southbound Ramps (Caltrans)
24. Willow Road and Bay Road (City)
25. Willow Road and Durham Street (City)
26. Willow Road and Coleman Avenue (City)
27. Willow Road and Gilbert Avenue (City)
28. Willow Road and Middlefield Road (City)  
29. University and Bayfront Expressway (Caltrans)

The following information will need to be collected prior to preparation of the TIA in order to establish a baseline and evaluate the project impacts for each of the analysis scenarios.

**Existing Conditions.** LSA will request existing intersection turn-movement counts at up to 17 intersections in the AM peak hour (7:00 to 10:00 a.m.) and the PM peak hour (4:00 to 7:00 p.m.) from the City.

LSA will determine geometric and traffic control data at the study area intersections, pedestrian and bicycle facilities and amenities in the project vicinity, and local transit service and bus stops. LSA will also identify potential access issues or constraints.

**Optional Task.** As an optional task, LSA would work with the City to collect new peak hour intersection. Due to the currently atypical traffic conditions resulting from COVID-19, the collection of new traffic count data is not recommended and may not be acceptable to City staff. If recent traffic counts are not available for the study area locations, LSA will work with City staff on an alternative solution, such as using historic traffic counts and applying a growth rate to represent existing (2020) conditions. For purposes of this scope and budget, traffic counts will be provided by the City, or acquired from an independent third party (at no cost). LSA will discuss with the City whether any driveway counts are necessary to identify the existing site trip generation for trip credit purposes. In the event that traffic count data is requested or required, the budget may need to be amended (the cost for AM and PM peak-hour counts at one intersection is approximately $240).

**Software Files.** It is LSA’s understanding that the City uses the VISTRO software for impact analysis purposes, and that the City updates its VISTRO model files based on traffic counts, signal timing, and cumulative projects (including development and circulation improvements). LSA will request the existing VISTRO files (as well near-term and/or cumulative files, if available) from the City. It is assumed that the City has already included the most up-to-date information in its VISTRO model, but LSA will coordinate with the City on any required updates.

**Future Traffic Conditions.** Although the approved and pending projects are assumed to be included in the City’s VISTRO files, LSA will confirm with the City if any additional approved and pending projects should be included in the near-term and cumulative conditions and will request the approved and pending projects traffic volumes and/or their studies in order to develop near-term baseline traffic volumes. If these volumes or documents are not available, LSA staff will assign approved project trips to the study area circulation network using the “manual method” of trip assignment. LSA will also request approved and pending project lists (and traffic volumes and/or studies) from the City of Redwood City, the City of East Palo Alto, and the Town of Atherton. This scope and budget includes the manual trip assignment of up to six total approved and pending projects. LSA will revise the near-term and cumulative VISTRO files as needed.

**Circulation Improvements.** LSA will request information from the City Public Works Department regarding any planned, programmed, and/or funded circulation improvements (i.e., Capital
Improvement Projects) in the project area. LSA will determine the timing and implementation of any planned/funded improvements at the study area locations. Only those circulation improvements that are completed and open to traffic will be included for the near-term and cumulative horizons. This information will establish the circulation network assumptions and help determine appropriate project mitigation (if necessary) during each analysis condition. LSA will incorporate any assumed circulation improvements in the VISTRO files as needed.

**Task 3: Baseline Traffic Conditions.** The following tasks will be completed to establish baseline traffic conditions for the TIA.

**Existing Conditions.** Existing AM and PM peak-hour traffic conditions and intersection levels of service (LOS) will be assessed using the City-approved Highway Capacity Manual, 6th Edition (HCM 6) methodology. A signal warrant analysis will be conducted for any unsignalized intersection that exceeds satisfactory LOS.

Existing transit, bicycle, and pedestrian infrastructure and service will also be described and included in the existing setting analysis.

**Near-Term Conditions.** Near-term baseline traffic volumes will be developed based on existing counts and approved. LOS at the study area locations will be identified for this baseline condition. A signal warrant analysis will be conducted for any unsignalized intersection that exceeds satisfactory LOS.

**Cumulative Conditions.** Cumulative baseline traffic volumes will be developed based on traffic projections represented by year 2040. This condition will include all approved, pending, and reasonably foreseeable projects. As previously described, the cumulative conditions and VISTRO files will be provided by the City, but LSA will update as needed based on coordination with City staff. LOS at the study area locations will be identified for this baseline condition. A signal warrant analysis will be conducted for any unsignalized intersection that exceeds satisfactory LOS.

**Task 4: Project Trip Generation, Distribution, and Assignment and TDM.** LSA will generate AM peak-hour, PM peak-hour, and daily (average daily traffic) trips for the proposed project using trip generation rates from the latest Institute of Transportation Engineers (ITE) Trip Generation Manual (10th Edition). LSA will discuss with City staff the application of any trip reduction credits based on the type and/or mix of uses proposed on site. Trip reduction for internal capture and/or pass-by trips (if any) will be referenced from the ITE Trip Generation Handbook (3rd Edition).

In accordance with City Municipal Code Section 16.45.090, this project sponsor is required to develop a TDM plan to reduce at least 20 percent of net new vehicular trips. LSA will conduct a peer review of the project sponsor’s proposed TDM plan for consistency and compliance with the City’s TDM Program Guidelines, the City’s TIA Guidelines, and the California Air Pollution Control Officers Association (CAPCOA) Quantifying Greenhouse Gas Mitigation Measures (August 2010), as appropriate, to verify and identify appropriate TDM measures and the potential number of trips credited to this project with the intent of meeting the minimum trip reduction goal of 20 percent. The project trip generation will be reduced accordingly for purposes of the project impact assessment.
Project-related trips (with assumed TDM measures) will be distributed through the study area locations based on expected travel patterns between the project and local and regional destinations. The resulting project trip assignment will be overlaid onto the opening baseline traffic base to determine the plus project traffic conditions.

The project trip generation, distribution, and assignment and TDM will be reviewed and approved by City staff prior to preparation of the VMT and LOS analyses.

**Task 5: Project Impact Assessment.** The following tasks will be completed to assess the effects of the proposed project based on the City’s intersection LOS criteria. Note that level of service impacts will be provided in the context of compliance with applicable planning documents and local regulations, as directed by the Menlo Park City Council, and are not considered impacts under CEQA.

**Near-Term Plus Project Conditions.** LSA will analyze the Near-Term Plus Project traffic conditions at the study area locations to determine the ability of the circulation system to provide acceptable LOS when the project is added to the near-term horizon. The resulting forecast traffic volumes will be examined to determine peak-hour intersection LOS. A signal warrant analysis will be conducted for any unsignalized intersection that exceeds satisfactory LOS. Project impacts will be identified based on existing intersection and roadway geometrics as well as any circulation improvements assumed during this time frame. The City’s performance thresholds will be used to determine project impacts.

**Cumulative Plus Project Conditions.** LSA will analyze the Cumulative Plus Project conditions at the study area locations to determine the ability of the circulation system to provide acceptable LOS when the project is added to this long-range horizon. The resulting forecast traffic volumes will be examined to determine peak-hour intersection LOS. A signal warrant analysis will be conducted for any unsignalized intersection that exceeds satisfactory LOS. Project impacts will be identified based on all planned, programmed, and/or funded circulation improvements. The City’s performance thresholds will be used to determine project impacts.

**Task 6: Site Plan Analysis.** A review and analysis of site access and on-site circulation will be performed based on the proposed site plan and the trip generation identified in subtask 4. LSA will review project volumes, turn movements, queueing, traffic controls, and sight distance at the project access points to determine the adequacy of the interface with the arterial street system. LSA will also review the City’s off-street parking requirements and compare with the proposed on-site parking supply.

**Task 7: VMT Analysis.** As a result of the final rulemaking surrounding Senate Bill 743 and the implementation deadline of July 1, 2020, the City is currently developing guidelines and thresholds for the evaluation of VMT. Based on coordination with the City, LSA will prepare a VMT analysis to disclose the existing VMT within the geographical area, as well as the potential VMT generated with the project for each independent land use proposed by the project. LSA will coordinate with the City to identify the source (i.e., City Model) for obtaining existing VMT and average trip length data for the City. Total VMT will be requested for both local (project-specific traffic analysis zone [TAZ]) and regional areas. LSA will calculate total VMT for the project using the average trip lengths identified by and approved for the City. If necessary, LSA will develop average trip lengths based on origins/destinations and routes to/from the project site. LSA will prepare a summary of the existing
VMT in the local/regional vicinity of the project obtained from the City, as well as the VMT projections with the project, in the TIA.

**Task 8: Recommendations and Mitigation Measures.** Based on the results of Tasks 5–7, recommendations and mitigation measures will be proposed to address deficiencies and impacts created by the project (if any) in the near-term and cumulative conditions. Recommendations and mitigation measures could include TDM measures, intersection turn lanes, traffic signal installation or modification, local street striping and channelization improvements, and signage, etc. Any capacity improvement that could induce travel demand (i.e., additional through lane at an intersection or roadway) may require preparation of a separate VMT analysis and additional budget.

**Task 9: Preparation of the Transportation Section of the EIR.** The Transportation section of the EIR will be prepared discussing the Existing, Near-Term, Near-Term Plus Project, Cumulative, and Cumulative Plus Project conditions. Identification of TDM, intersection, roadway, and on-site improvements required to accommodate project development will be provided. As noted in Task E, Public Hearings and Meetings, this scope of work includes attendance by LSA Transportation staff at up to two meetings with City staff and two public hearings.

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

d. **Greenhouse Gas Emissions.** The transportation evaluation that will be prepared for the proposed project could indicate that more significant impacts related to transportation, and therefore GHGs, could occur with implementation of the proposed project, as compared to the impacts identified in the ConnectMenlo Final EIR. Therefore, LSA will evaluate the project’s impacts on global climate change in the Focused EIR, consistent with the requirements of the BAAQMD. LSA will provide a quantitative assessment of greenhouse gas emissions associated with all relevant sources related to the project for which project data are available, including construction activities using emissions model CalEEMod. LSA will also provide a qualitative assessment of the project’s consistency with relevant plans and regulations, including the City of Menlo Park’s Climate Action Plan.
e. **Noise (Operation-Period).** The transportation evaluation that will be prepared for the proposed project could indicate that more significant impacts related to transportation, and therefore transportation-related noise, could occur with implementation of the proposed project, as compared to the impacts identified in the ConnectMenlo Final EIR. Therefore, LSA will prepare a noise analysis for the proposed project as part of the Focused EIR. The noise analysis will include the following components: 1) a description of the regulatory framework for noise based on City of Menlo Park General Plan standards and the Municipal Code noise ordinance; 2) quantitative description of existing noise conditions in and around the project site based on one long-term and up to four short-term noise measurements; 3) quantitative assessment of noise impacts on sensitive receptors related to project operation; 4) noise compatibility assessment based on the location of the project in relation to roadway noise based on the noise monitoring results; and 5) preparation of mitigation measures consistent with best practices. LSA will determine if upgraded window and wall assemblies are necessary to meet interior noise standards.

2. **Alternatives**

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

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

3. **Other CEQA Considerations**

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

- Growth inducement;
- Significant effects that cannot be avoided if the proposed project is implemented;
- Significant irreversible environmental changes if the proposed project is implemented; and
- Effects found not to be significant.

The Effects Found Not to be Significant discussion will summarize the findings of the Initial Study.
4. **Administrative Draft EIR**

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

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

5. **Screencheck Draft EIR**

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

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

6. **Public Review Draft EIR**

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

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

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

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

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

2. **Screencheck Draft RTC Document**

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

3. **Final RTC Document**

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

4. **Mitigation Monitoring and Reporting Program**

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

5. **Findings of Fact and Statement of Overriding Considerations**

LSA will prepare a draft of the Findings of Fact and a Statement of Overriding Considerations for use by the City. The Findings will include the following: a record of proceedings for the City's decision on the project; a summary description of the project; identification of potentially significant effects of the project which were determined to be mitigated to a less-than-significant level; identification of the project's potential environmental effects that were determined not to be significant, and do not
require mitigation; cumulative effects; feasibility of project alternatives; and the City's Statement of Overriding Considerations (if significant unavoidable impacts are identified).

6. Administrative Record

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

TASK E. PUBLIC HEARINGS AND MEETINGS

LSA’s Principal in Charge (Theresa Wallace) and Project Manager (Matthew Wiswell) will be available to attend working sessions with Planning staff to gather information, review progress, arrive at a reasonable range of alternatives, review preliminary findings, discuss staff comments, and offer input into discussions on the proposed project. The proposed cost estimate includes attendance by both Theresa and Matthew at the project start-up meeting and the EIR scoping session, as detailed above under Task A. In addition, we have budgeted (under this task) for attendance at up to four meetings and/or public hearings with City staff and/or the project team. LSA Transportation staff will also attend up to two public hearings and will be available to attend up to three conference calls with City staff. Attendance at additional meetings or hearings would be billed on a time and materials basis at the rates shown in Table 3.

TASK F. PROJECT MANAGEMENT

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

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

The proposed preliminary schedule for this scope of work is shown in Table 2. The schedule assumes a start date of June 1, 2020 but could be adjusted if an earlier start date is anticipated. It is assumed that the transportation impact analysis will commence when the NOP is published, per standard City practice, and that the Administrative Draft EIR will be submitted to the City approximately 4 weeks after the close of the NOP comment period.

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Responsible Party</th>
<th>Duration</th>
<th>Dates</th>
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<tr>
<td>Authorization to Proceed</td>
<td>City</td>
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<td>June 1, 2020</td>
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<tr>
<td>Draft Project Description and Initiation Tasks</td>
<td>LSA</td>
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<td>June 15, 2020</td>
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<td>Review Project Description/Provide Requested Info Needs</td>
<td>City/Applicant</td>
<td>2 weeks</td>
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<td>Jul 13, 2020</td>
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<td>Aug 3, 2020</td>
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<td>LSA</td>
<td>1 week</td>
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<td>City</td>
<td>1 week</td>
<td>Aug 17, 2020</td>
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<td>City/LSA</td>
<td>1 week</td>
<td>Aug 24, 2020</td>
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<td>Close of Notice of Preparation Comment Period</td>
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<td>Prepare Draft Housing Needs Assessment</td>
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<td>6 weeks</td>
<td>Oct 20, 2020</td>
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<tr>
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<td>Nov 24, 2020</td>
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<td>City</td>
<td>2 weeks</td>
<td>Dec 8, 2020</td>
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<td>1 week</td>
<td>Dec 15, 2020</td>
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<td>TBD</td>
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<tr>
<td>Close of Public Review Period</td>
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<td>Final EIR Certification Hearing</td>
<td>City/LSA</td>
<td>&gt;10 days</td>
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E. COST ESTIMATE

For completion of the scope of work set forth in this proposal and accomplished according to the preliminary proposed schedule outlined above, which assumes an approximately one year project duration, LSA proposes a total budget of $161,040. We have included a 5 percent contingency amount of $8,100, which would not be used without written authorization from the City. With the contingency amount, the total budget would be $169,140. A detailed breakdown of the budget is included in Table 3. This scope of work and cost estimate is valid for 60 days.
As is always the case, we welcome the opportunity to work with you to revise the scope, schedule and/or budget to better meet your needs. We appreciate the opportunity to submit this proposal, and look forward to continuing to work with the City. If you have any questions regarding this proposal, please contact Matthew Wiswell at (510) 236-6810 or contact us by email at matthew.wiswell@lsa.net.

Sincerely,

LSA ASSOCIATES, INC.

Theresa Wallace, AICP
Principal

Matthew Wiswell
Project Manager

Attachment 1: Keyser Marston Associates Scope of Work
Attachment 2: LSA Transportation Staff Resumes
Table 3: Cost Estimate for the Proposed Menlo Flats Project

<table>
<thead>
<tr>
<th>Task A: Project Initiation</th>
<th>Principal-in-Charge (Wallace)</th>
<th>Planner/Project Manager (Wiswell)</th>
<th>Principal, AQ/GHG/Noise (Fischer)</th>
<th>Air Quality/Noise Specialist (Staff)</th>
<th>Air Quality/Noise Planner (Carlucci)</th>
<th>Principal Transportation Planner (Petros)</th>
<th>Principal Transportation Engineer (Mukherjee)</th>
<th>Associate Transportation Planner (Arizabal)</th>
<th>Transportation Planner (Delparastaran)</th>
<th>Document Management (Staff)</th>
<th>Graphics and Production (Staff)</th>
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<td>Hourly Rate</td>
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<td>$115</td>
<td>$220</td>
<td>$140</td>
<td>$125</td>
<td>$310</td>
<td>$195</td>
<td>$375</td>
<td>$240</td>
<td>$115</td>
<td>$125</td>
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| Task B. Initial Study     | Administrative Draft Initial Study | $7,995 | Data Gathering and Review | $3,940 | Notice of Preparation/Scoping Session | $2,425 | Project Description | $2,570 | Work Program Refinement | $345 |

| Task C. Environmental Impact Report | Setting and Impacts | $446 | (a) Population and Housing | $2,070 | (b) Transportation and Circulation | $38,290 | (c) Air Quality  | $7,981 | (d) Noise | $4,460 |


| Task E. Public Hearings and Meetings | Administrative Record | $355 | Public Review Draft EIR | $2,970 | Administrative Record | $1,850 | Task F. Project Management | $4,600 |

**TOTAL LABOR** | $161,204 | $10,301 | $85 | $22 | $17 | $93 | $172 | $46 | $49 | $129,040 |

**DIRECT COSTS** | (1) Travel, Deliveries, Communication, Equipment | $1,200 | (2) Printing and Graphic Reproduction | $1,400 | (3) Keyser Marston Associates - Housing Needs Assessment | $28,000 | (4) Subconsultant Markup Fee of 5 Percent | $1,400 |

**TOTAL DIRECT COSTS** | $32,000 |

**TOTAL LSA TEAM BUDGET (WITHOUT CONTINGENCY)** | $161,040 |

**CONTINGENCY FUND** | $8,100 |

**TOTAL LSA TEAM BUDGET WITH CONTINGENCY** | $169,140 |
ATTACHMENT 1

Keyser Marston Associates
Scope of Work
May 4, 2020

Theresa Wallace, Principal
LSA Associates
157 Park Place
Point Richmond, CA 94801

Re: Proposed Scope of Services to Prepare a Housing Needs Assessment for the Menlo Flats Project

Dear Ms. Wallace:

Keyser Marston Associates, Inc. (“KMA”) is pleased to present the enclosed proposed scope of services to prepare a Housing Needs Assessment (“HNA”) for the City of Menlo Park addressing the proposed Menlo Flats Project located at 165 Jefferson Drive (“Project”). The Project includes construction of 158 multi-family rental units and 14,422 square feet of commercial space, replacing the existing office building on the project site.

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

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

This prior work provides a foundation for the analysis of the Project which can be leveraged to complete the work more efficiently.

The enclosed HNA scope of services includes preparation of an HNA addressing, to the extent possible, the following housing-related impacts of the proposed Project:

- Net effect on housing supply and housing need by affordability level from construction of the new housing units and commercial space and removal of the existing office building on the site;
- Estimated Menlo Park share of housing supply / demand effects; and
- Qualitative evaluation of the relationship of the Project to the regional housing market and conditions that contribute to displacement of existing residents of lower income communities in the local area. This would include a discussion of the potential for the added housing units and net decrease in employment space to offset or counteract, to some degree, conditions that contribute to displacement.

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

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

Sincerely,

KEYSER MARSTON ASSOCIATES, INC.

[Signature]

David Doezema

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

The following scope of services is for preparation of a Housing Needs Assessment (HNA) addressing the proposed Menlo Flats development project at 165 Jefferson Drive (“Project”). The Project is proposed to include 158 multi-family rental units and 14,422 gross square feet of commercial space. The HNA will address the following major housing-related topics:

1) Net impact on housing supply and housing need by income level considering:
   a. Housing supply added by the Project;
   b. Net impact on worker housing need from removal of the existing 24,300 square feet office building and construction of 14,422 square feet of new commercial space; and
   c. Added worker housing need associated with off-site retail and other services to residents of the new 158 multi-family rental units.

2) Menlo Park share of net housing impacts; and

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

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

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

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

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

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

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

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

a. Housing Supply Addition by Income Level – The 158 multi-family units to be added to the housing supply by the Project will be summarized based on the income level(s) applicable to the 21 Below Market Rate (BMR) affordable units and the estimated income level(s) applicable to the 137 market rate units. The income level(s) for market rate units will be estimated based on the estimated market rents for the units. If desired, two scenarios will be evaluated regarding the income level(s) applicable to BMR units.

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

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

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

Task 3 – Menlo Park Share of Housing Supply / Demand Effects

The prior task determines the total housing supply and demand effects irrespective of geography. In this task, the share of impacts occurring in Menlo Park is estimated. New housing units will be located in Menlo Park while the net change in worker housing need is distributed based upon the locations where workers live. Estimates will be based upon data on commute patterns available through the U.S. Census and could incorporate commute data for the existing office space, if available.

Task 4 – Relationship to Regional Housing Market and Displacement

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

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

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

Task 5 – Report Preparation

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

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

Budget

KMA proposes to complete this scope of services on a time and materials basis for an amount not to exceed $28,000 per the estimate below. The proposed budget assumes cost efficiencies from adapting materials from prior HNAs prepared by KMA for the City of Menlo Park. A copy of our current rate schedule is attached.

<table>
<thead>
<tr>
<th>Task</th>
<th>Budget Estimate</th>
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<tr>
<td>Task 1 – Project Initiation and Data Collection</td>
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<td>Task 2 – Net Housing Supply / Demand Effect by Income</td>
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<td>Task 3 – Menlo Park Share of Housing Supply / Demand Effects</td>
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<td>Task 4 – Relationship to Regional Housing Market and Displacement</td>
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<tr>
<td>Task 5 – Report (two drafts plus final)</td>
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<td>Task 6 – T&amp;M Allowance for DEIR responses to comments</td>
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<tr>
<td>Total</td>
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KEYSER MARSTON ASSOCIATES, INC.
PUBLIC SECTOR HOURLY RATES

2019/2020

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<tr>
<td>ADMINISTRATIVE STAFF</td>
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</tbody>
</table>

Directly related job expenses not included in the above rates are: auto mileage, parking, air fares, hotels and motels, meals, car rentals, taxies, telephone calls, delivery, electronic data processing, graphics and printing. Directly related job expenses will be billed at 110% of cost.

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

* Rates for individuals in these categories will be increased by 50% for time spent in court testimony.
ATTACHMENT 2

LSA Transportation Staff Resumes
ANTHONY L. PETROS
TRAFFIC TASK LEAD

PROFESSIONAL RESPONSIBILITIES

Mr. Petros’ primary responsibilities include the management and supervision of the transportation function of LSA in California. This role includes the preparation and review of comprehensive traffic and parking studies, operational and engineering analyses, Project Study Reports/Project Reports, complete streets and modal analyses, and long-range and strategic planning efforts. Emphasis is placed on the coordination of transportation projects with municipal and agency administrators and other stakeholder interests. Communication and consensus-building efforts are of paramount concern.

Mr. Petros has prepared and/or supervised a variety of transportation projects, including the I-5 and SR-110 corridor studies through Los Angeles, as well as the I-710 EIR/EIS. He has worked on a number of other projects in Los Angeles including the Glassell Park Mixed Use project along San Fernando Road, The 11th Street hotel in DTLA and the PCH Safety Study in Malibu. He was the primary author of the 2014 Long Range Transportation Plan and the Orange County Sustainable Communities Strategy for the Orange County Transportation Authority, and was the Principal in Charge of the Cross Border Xpress (airport) in the City of San Diego.

PROJECT EXPERIENCE

City of Hayward, 22005 Skywest Drive Project
Hayward, California

Mr. Petros was the Principal in Charge and supervised the preparation of a Traffic Impact Analysis to identify potential traffic and circulation impacts associated with the proposed mixed-use development of a 131-room hotel and a 5,300-square-foot (sf) multi-tenant commercial building at 22005 Skywest Drive in Hayward. The project is located east of Skywest Drive and west of Hesperian Boulevard. The traffic analysis of existing, near-term, and long-range traffic conditions was prepared in consultation with the City of Hayward. The Traffic Impact Analysis provided an intersection queueing analysis, an access analysis of the two project driveways, a sight-distance analysis, and an on-site parking analysis. Signal timing adjustments were recommended to mitigate the project’s impacts. The Traffic Impact Analysis was approved.

City of Hayward, 29212 Mission Boulevard Project
Hayward, California

Mr. Petros was the Principal in Charge and supervised the preparation of a Traffic Impact Analysis to identify potential traffic and circulation impacts associated with the proposed mixed-use development of 189 multifamily units, an 8,408 sf day care center, and 2,773 sf of retail use at 29212 Mission Boulevard in Hayward. The project is located east of Mission Boulevard and south of Tennyson Road. The traffic analysis of existing, near-term, and long-range traffic conditions was prepared in consultation with the City of Hayward. The Traffic Impact Analysis provided an intersection queueing analysis, an access analysis of the two project driveways, a sight-distance analysis, and an on-site parking analysis. Signal timing adjustments were recommended to mitigate the project’s impacts. The Traffic Impact Analysis was approved.
ANTHONY L. PETROS
TRAFFIC TASK LEAD

PROFESSIONAL AFFILIATIONS (CONTINUED)

Newport-Mesa Unified School District Measure A Oversight Committee, Inaugural Chairman

County of Orange, Housing & Community Development Commission

City of Newport Beach, Bicycle Safety Committee

City of Costa Mesa Chamber of Commerce, Past President

City of Costa Mesa Residential Rehabilitation and Redevelopment Commission, Past President

PROJECT EXPERIENCE (CONTINUED)

SR-110 Safety Enhancement Project – Transportation Systems Management / Transportation Demand Management
Los Angeles County, California

Mr. Petros served as Principal in Charge for this project. The purpose of this analysis was to provide assistance to Caltrans in addressing traffic and circulation in association with the SR-110 Safety Enhancement Project between the Stadium Way Overcrossing in Los Angeles to Arroyo Drive in Pasadena to provide a traffic analysis as a basis for future traffic impact and safety assessment along the study corridor. LSA quantified existing and anticipated intersection performance, ramp capacity, and ramp density.

I-5 Widening Technical Studies, Caltrans District 7
Orange and Los Angeles Counties, California

Mr. Petros supervised the development of operational analyses for I-5 between the Orange/Los Angeles County border and I-605. He was responsible for coordinating the analysis methodologies, inputs, mathematical factors, and outputs between the analysts and the various groups within Caltrans. The analysis included mainline operations, high occupancy vehicle mode shift and performance, ramp merge-diverge, weaving sections, and ramp arterial intersection level of service. The analysis was conducted for a no project and two build alternatives in a 20-year design horizon.

Pacific Coast Highway Safety Study
Malibu, California

Mr. Petros was the project manager for the Pacific Coast Highway (PCH) Safety Study. In addition to overseeing the analysis of pedestrian, bicycle, and vehicle use and the assessment of safety deficiencies for these users, Mr. Petros was responsible for coordinating the extensive public outreach effort and potential funding source identification. From the beginning of the project, it was clear that many stakeholders had competing priorities for travel on PCH. LSA has presented the PCH Safety Study as a rational method for determining and selecting solutions given the limited resources to implement safety enhancements. Mr. Petros has successfully presented the existing conditions and assessment of safety to stakeholders, which has established a common framework for approaching the issues.

Glassell Park Mixed Use Project
Los Angeles, California

Mr. Petros was the Principal in Charge of the preparation of technical studies for the Glassell Park Mixed Use project along San Fernando Road in Los Angeles. The 370 dwelling unit/5,000 square foot retail project replaces a trucking and distribution facility in the emerging neighborhood of Glassell Park. Primary issues addressed included trip generation estimates of the existing use, equilibrium in trip assignment between regional freeways and local arterials, incentives to encourage multimodal transportation and geometrics recommendations to address safety issues. Mr. Petros represented the work of LSA to the Glassell Park Neighborhood Council and the City of Los Angeles Planning Commission. The project was approved by the Planning Commission.
DEAN ARIZABAL
ASSOCIATE / TRANSPORTATION

PROFESSIONAL RESPONSIBILITIES

Mr. Arizabal has been involved in transportation planning since 2005. With 15 years of experience, Mr. Arizabal’s primary responsibilities and experience include technical analyses of land development and roadway improvement projects, including comprehensive Traffic Impact Analyses, traffic operations analyses, and parking studies. He has prepared numerous traffic impact studies and access and on-site circulation analyses for mixed-use, residential, commercial, office, and institutional developments. Many of Mr. Arizabal’s reports and documents are incorporated into an EIR, Initial Study, or Mitigated Negative Declaration for CEQA clearance.

PROJECT EXPERIENCE

City of San José, 231 W. Capitol Expressway Public Storage Project
San Jose, California

Mr. Arizabal prepared a Transportation Analysis to identify potential traffic and circulation impacts associated with the proposed development of a 427,395-square-foot (sf) mini-warehouse (self-storage) project at 231 W. Capitol Expressway in San José. The project is located at the northwest corner of Snell Avenue/W. Capitol Expressway. The Transportation Analysis satisfies the City’s requirements for a CEQA analysis (vehicle miles traveled [VMT] analysis) and Local Transportation Analysis (level of service [LOS] analysis). The traffic analysis of existing, background (existing plus approved projects), and background plus project traffic conditions was prepared in consultation with the City of San José. The Transportation Analysis provided an intersection queueing analysis, a site circulation and access analysis, a sight-distance analysis, an on-site parking analysis, and a construction analysis. Intersection improvements were recommended to mitigate the project’s impacts. The Transportation Analysis was approved.

City of Hayward, 22005 Skywest Drive Project
Hayward, California

Mr. Arizabal prepared a Traffic Impact Analysis to identify potential traffic and circulation impacts associated with the proposed mixed-use development of a 131-room hotel and a 5,300-square-foot (sf) multi-tenant commercial building at 22005 Skywest Drive in Hayward. The project is located east of Skywest Drive and west of Hesperian Boulevard. The traffic analysis of existing, near-term, and long-range traffic conditions was prepared in consultation with the City of Hayward. The Traffic Impact Analysis provided an intersection queueing analysis, an access analysis of the two project driveways, a sight-distance analysis, and an on-site parking analysis. Signal timing adjustments were recommended to mitigate the project’s impacts. The Traffic Impact Analysis was approved.

City of Hayward, 29212 Mission Boulevard Project
Hayward, California

Mr. Arizabal prepared a Traffic Impact Analysis to identify potential traffic and circulation impacts associated with the proposed mixed-use development of 189 multifamily units, an 8,408 sf day care center, and 2,773 sf of retail use at 29212 Mission Boulevard in Hayward. The project is located east of Mission Boulevard and south of Tennyson Road. The traffic analysis of existing, near-term, and long-range traffic conditions was prepared in consultation with the City of Hayward. The Traffic Impact Analysis provided an
DEAN ARIZABAL
ASSOCIATE / TRANSPORTATION

intersection queueing analysis, an access analysis of the two project driveways, a sight-distance analysis, and an on-site parking analysis. Signal timing adjustments were recommended to mitigate the project’s impacts.

California Department of General Services, DMV Field Replacement Project
Santa Maria, California
Mr. Arizabal prepared a Traffic Impact Analysis for the Transportation/Traffic section of the IS/MND for a new Department of Motor Vehicles (DMV) office in Santa Maria. The traffic analysis identified potential traffic and circulation impacts associated with the proposed 13,500 sf DMV office at 2850 Santa Maria Way. As instructed by the City of Santa Maria, the traffic analysis evaluated four scenarios (existing, cumulative, existing plus project, and cumulative plus project), 15 signalized intersections (using the intersection capacity utilization methodology), and two unsignalized project driveways (using the Highway Capacity Manual methodology). Project trip generation and distribution were key components of this local-serving government facility. The traffic analysis was prepared consistent with applicable requirements of the City, the Santa Barbara County Association of Governments, and Caltrans.

City of Merced, Merced Mall Expansion and Redevelopment Project
Merced, California
Mr. Arizabal prepared a Traffic Impact Analysis to identify potential traffic and circulation impacts associated with the proposed expansion and redevelopment of the Merced Mall, an approximately 52-acre site at 851 W. Olive Avenue in Merced, in two phases. Phase 1 of the project includes an additional 50,000 sf of retail use, and Phase 2 includes a new 72,000 sf (14-screen) movie theater in two possible locations on site. The TIA of existing and near-term traffic conditions was prepared in consultation with the City of Merced. The TIA was approved.

Diamond Jamboree, Ltd., Diamond Jamboree Retail Center Project
Irvine, California
The Diamond Jamboree retail center, located at the southwest corner of Jamboree Road/Alton Parkway in Irvine, has been constructed and is in operation. Mr. Arizabal prepared an access analysis to evaluate build out of the retail center, including intensification of the land uses on site. This analysis has determined the adequacy of the existing access points and recommended necessary improvements, both on and off the site. The access study has been approved. Mr. Arizabal tracks existing and future tenants of the 113,043 sf retail center. LSA continues to analyze the parking demand, shared parking (both on and off site), and internal circulation based on proposed land use changes.

Great Far East, The Landmark Project
Irvine, California
Mr. Arizabal prepared an access analysis and a parking study for the mixed-use development of a 386-room hotel, 448,200 sf of office use, and 13,665 sf of retail/restaurant use in Irvine. The access analysis evaluated potential traffic and circulation impacts associated with the project driveways, gated entries to the parking structure, and valet operations. The parking study analyzed the adequacy of the parking supply for the project based on the proposed mixed-use operations, peak time-of-day utilization factors, and available alternative modes of transportation. The project was approved by the City of Irvine.

Garden Communities, Trilogy Gardens Project
Irvine, California
Mr. Arizabal prepared a Traffic Impact Analysis to analyze potential impacts associated with the transfer of development rights and residential development of 876 apartment units and ancillary retail use within Planning Area 36 (the Irvine Business Complex) in Irvine. The project site is bounded by Martin Court to the north and west, Campus Drive to the south, and Von Karman Avenue and existing office uses to the east. The traffic analysis consisted of 45 roadway segments and 33 intersections. The Highway Capacity Manual methodology was used to analyze Caltrans intersections. An access analysis was conducted per the City of Irvine’s Transportation Design Procedures criteria, and the City approved the traffic analysis.
AMBARISH MUKHERJEE, PE, AICP
PRINCIPAL / TRANSPORTATION ENGINEER
TRANSPORTATION MODELING

PROFESSIONAL RESPONSIBILITIES
As a Principal and Transportation Engineer at LSA’s Riverside office, Mr. Mukherjee specializes in travel demand modeling and public infrastructure projects, and conducts Traffic Impact Analyses (TIAs) for a wide variety of large and small projects including transit projects, residential development, mixed-use development, commercial and office projects, parking structures, roadway and circulation improvements, and General Plans and Specific Plans. He is currently in charge of LSA’s Riverside Office Transportation group. Prior to joining LSA, he worked with the Fort Worth Transportation Authority as a Transit Planner.

PROJECT EXPERIENCE
Pico Avenue Corridor Traffic Operations Analysis
Port of Long Beach
As part of the Dewberry team, LSA is currently on an on-call contract with the Port of Long Beach (POLB). As a part of this contract, LSA performed a traffic operations analysis along the Pico Avenue corridor. Mr. Mukherjee is the Project Manager for this project.

As a result of ongoing and planned construction along the Pico Avenue Corridor, POLB initiated a traffic study to examine operational impacts and validate the effectiveness of traffic mitigation and operational improvements to the Board of Harbor Commissioners (Board), as well as to external POLB stakeholders. LSA prepared a technical memorandum informing the Board of the revisions to the updated mitigation measures recommended in April 2017 at the intersection of Pico Avenue – Pier B Street/Interstate 710 (I-710) Ramps – 9th Street in the Harbor District, as well as to confirm that any potential traffic impacts are mitigated. The analysis included evaluation of intersection traffic condition using level of service as the measure of effectiveness.

The POLB is planning an operational closure of 9th Street where it crosses railroad tracks at Pico Avenue – Pier B Street in the Harbor District. The closure was required to improve railroad operations at the POLB, allowing for the building of longer trains, shifting cargo from trucks to rail, and reducing the number of trucks on the road. LSA prepared a memorandum to evaluate future traffic operations and corridor performance along the Pico Avenue/Pier B Street corridor between Harbor Plaza Drive and Anaheim Way as a result of the proposed closure. The planned operational closure was modeled using PTV VISSIM to simulate future traffic operations and corridor performance along the Pico Avenue/Pier B Street corridor between Harbor Plaza Drive and Anaheim Way. The memorandum summarized the results from the VISSIM traffic operational analyses comparing traffic conditions under without and with closure conditions.

City of Poway, Poway Wal-Mart Expansion
Poway, San Diego County, California
Mr. Mukherjee assisted in the preparation of the Traffic Impact Study to assess the potential circulation impacts associated with the proposed expansion and remodeling of the existing 142,937-square foot Wal-Mart to accommodate a new grocery sales area. The project proposed to add 36,996 square feet of

EXPERTISE
• Traffic Impact Studies
• Pedestrian & Bicycle Planning
• Transit Routing
• Goods Movement
• Transportation Funds & Grants Management
• GIS Analysis
• Statistical & Analytical Research.
• Land Use and Transportation Modeling
• Advanced Data Analysis
• Intelligent Transportation Systems

EDUCATION
Master of City and Regional Planning, University of Texas at Arlington, Texas, 2005
Recipient of the prestigious Graduate Dean’s Fellowship for the entire period of study.
Graduate Certificate in Geographic Information System.
Bachelor of Architecture, Indian Institute of Technology, Kharagpur, India, 2003.

PROFESSIONAL CERTIFICATIONS / REGISTRATIONS
Professional Engineer (California C88084)
American Institute of Certified Planners (AICP): Membership Number 023158
AMBARISH MUKHERJEE, PE, AICP
PRINCIPAL / TRANSPORTATION ENGINEER
TRANSPORTATION MODELING

commercial/retail uses to the existing structure, resulting in a 179,933-square foot Wal-Mart with a full-service
grocery department and outdoor garden center. The report analyzed existing traffic conditions and project-
related traffic impacts for the anticipated completion of the project (year 2012), and for the long-range forecast
year 2030 condition. Mr. Mukherjee coordinated with SANDAG modeling staff during the preparation of select
zone model runs for the study and conducted post-processing of model data to obtain buildout traffic volumes.

County of Riverside, Paradise Valley Specific Plan Modeling and Vehicle Miles Traveled Analysis
Riverside County, California

Mr. Mukherjee prepared the model runs for the Paradise Valley Specific Plan using RivTAM. The project area
was subdivided into 20 new TAZs, and the socioeconomic data were updated within the new TAZs to incorporate
the proposed project within the new TAZs. Mr. Mukherjee also conducted VMT analysis for the proposed
project.

County of Riverside, Riverside Traffic Analysis Model (RivTAM) On-Call Modeling and Support
Riverside County, California

Mr. Mukherjee is the project manager and lead analyst on this project, performing various modeling tasks using
RivTAM. RivTAM, which was developed as a subregional model using the Southern California Association of
Governments (SCAG) RTP model, is a TransCAD 5.0 based model and is extensively used for preparing
transportation studies in the Riverside County area. Tasks include creating sub-area models for large scale
specific plans, select link and select zone analysis, VMT/VHT analysis using modeling techniques. Mr. Mukherjee
coordinates with the County of Riverside on various tasks being performed for the on-call projects.

City of San Diego, La Jolla Plaza Centre Phase III
San Diego, San Diego County, California

Mr. Mukherjee assisted in the preparation of the Traffic Impact Study (TIS) for this high-rise office development.
The project consisted of a 15-story approximately 398,000-square foot high-rise office building to be located in
the undeveloped area of an office plaza at the southwest corner of Judicial Drive and Executive Drive. The study
consisted of the analysis of 48 intersections and 53 roadway segments over nine development scenarios. Mr.
Mukherjee prepared the study consistent with the City of San Diego's TIS Guidelines and applicable provisions
of CEQA. Mr. Mukherjee coordinated with SANDAG modeling staff during the preparation of select zone model
runs for the study and conducted post-processing of model data to obtain buildout traffic volumes. He was
responsible for preparing the site access analysis for the project to demonstrate that the proposed plan offered
acceptable and efficient site access while also responding to the overall circulation and mobility needs of
background (i.e., non-project) traffic.

City of Laguna Niguel, Laguna Niguel Town Center Modeling and VMT Analysis
Laguna Niguel, Orange County, California

Mr. Mukherjee was the project manager for this project and prepared a VMT analysis using the Orange County
Traffic Analysis Model (OCTAM) for a mixed-use development that consists of 275 multifamily dwelling units,
54,410 square feet of office use, and 79,920 square feet of retail uses. Three separate select zone runs were
created to separate out the VMT for the three different land uses. As part of this analysis, the project was
compared to the regional VMT obtained from OCTAM.
PROFESSIONAL RESPONSIBILITIES
As a Transportation Engineer at LSA, Ms. Delparastaran assists with the production of technical reports for a variety of projects. Her primary responsibilities include research and analysis for the completion of Traffic Impact Analyses, access and on-site circulation analyses, and parking studies.

PROJECT EXPERIENCE

Alta Environmental, Eagle Rock Aggregates Oakland Terminal
Oakland, California
Ms. Delparastaran assisted in the preparation of a transportation memorandum to identify potential transportation impacts associated with the implementation of the proposed project. The proposed Eagle Rock Aggregates Oakland Terminal project is located at Berths 22 and 23 of the Outer Harbor of the Port of Oakland. Eagle Rock Aggregates currently uses multiple marine terminal offloading locations within San Francisco Bay, and proposes to initiate operations of a bulk sand and aggregate import, storage, and distribution marine terminal at the Port. The study included analysis of environmental parameters based on State CEQA Guidelines.

City of San Juan Capistrano, Tirador Residential Development Project
San Juan Capistrano, California
Ms. Delparastaran assisted in evaluating the potential traffic impacts associated with this project. The study also analyzed the adequacy of the proposed access locations and on-site circulation. The project would establish a plan for the future development of a residential community consisting of up to 132 units and is anticipated to open in 2021. The results of the traffic analysis determined that the project would not create any significant adverse impacts.

City of San Juan Capistrano, Ganahl Lumber Development Project
San Juan Capistrano, California
Ms. Delparastaran assisted in evaluating the potential traffic impacts of the build out of this project, which would include 128,966 sf of hardware store and lumberyard use, 2,500 sf of restaurant use, and a 399-space car storage facility. The project includes analysis of roadways, intersections, and project access. Both the Highway Capacity Manual methodology and the intersection capacity utilization methodologies were used to identify the potential impacts associated with the project.

Shea Properties, Cypress City Center Project
Cypress, California
Ms. Delparastaran prepared a Traffic Impact Analysis in support of an EIR for this mixed-use project. The project included residential, commercial, and hotel uses. The traffic analysis was prepared consistent with applicable requirements of the City of Cypress, the City of Los Alamitos, and the Orange County Congestion Management Program. Based on the results of this assessment, the project would not cause a significant impact to the study area intersections.

Little Tree Montessori School, Little Tree Montessori School Project
Irvine, California
Ms. Delparastaran assisted in preparation of a Traffic Impact Analysis to determine the short-term and long-range traffic and circulation impacts resulting from the development of Little Tree Montessori School. The
project access was analyzed per the City of Irvine’s Transportation Design Procedures criteria. Two project alternatives were analyzed for the access analysis: an unrestricted schedule for 288 students and a staggered schedule such that no more than 48 students would be dropped off or picked up during the peak-hour periods. Based on the results of this analysis, the project can be implemented without impacting the surrounding circulation system. The Traffic Impact Analysis was approved.

**City of Cypress, City of Cypress Sports Park Project**
**Cypress, California**

Ms. Delparastaran prepared a Traffic Impact Analysis to analyze the potential traffic impacts associated with the proposed sports park on an approximately 9-acre site. The project site is located on the southeast corner of Cerritos Avenue and Lexington Drive. The project site is bounded by Cerritos Avenue to the north, Lexington Drive to the west, and facilities associated with the horse stables and Los Alamitos Race Track to the south and east. Based on the results of the analysis, implementation of the project would not result in any significant project-related impacts to the study area intersections.

**Guthrie Development, 18 Thomas Project**
**Irvine, California**

Ms. Delparastaran prepared a Traffic Impact Analysis to analyze the potential traffic impacts resulting from the expansion of the 18 Thomas site within Planning Area 35. The project includes office, warehouse, manufacturing, and research and development uses. An access analysis was conducted per the City of Irvine’s Transportation Design Procedures criteria, and the City approved the traffic analysis.

**Serene Dental Center, 16812 Hale Avenue Project**
**Irvine, California**

Ms. Delparastaran assisted in the preparation of a Traffic Impact Study to identify potential traffic impacts associated with the conversion of office/industrial use to medical-office use in the Irvine Business Complex. In addition to analyzing the project’s impacts on external intersections, the project access was analyzed based on the City of Irvine’s Transportation Design Procedures. The Traffic Impact Study was approved.