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 THE DUDEK ADVANTAGE

THIS AGREEMENT made and entered into at Menlo Park, California, this 11/20/2020, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and THE DUDEK ADVANTAGE, hereinafter referred to as “FIRST PARTY.”

WITNESSETH:

WHEREAS, The Sobrato Organization, propose to demolish five existing industrial and office buildings located at 119-127 Independence Drive, 1205 Chrysler Drive, and 130 Constitution Drive (Assessor’s Parcel Numbers 055-236-180, 055-236-140, 055-236-240, 055-236-300, 055-236-280), Menlo Park, and to construct 67 town homes, 316-unit apartment building, and an 88,750 square foot office building, 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 written "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 $251,701 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:

Tom Smith  
Community Development  
City of Menlo Park  
701 Laurel St.  
Menlo Park, CA 94025  
650-330-6730  
tasmith@menlopark.org

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

Joe Monaco  
Dudek  
605 Third Street  
Encinitas, CA 92024  
(760) 942-5147  
jmonaco@dudek.com

1630 San Pablo Avenue, Suite 300  
Oakland, CA 94612  
530-863-4642  
jmonaco@dudek.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 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. With respect to any professional liability claim or lawsuit, this indemnity does not include providing the primary defense of CITY, provided, however, FIRST PARTY shall be responsible for CITY’s defense costs to the extent such costs are incurred as a result of FIRST PARTY’s negligence, recklessness or willful misconduct.

## 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.

20. SEVERABILITY

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

21. CAPTIONS

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

22. LITIGATION OR ARBITRATION

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

23. RETENTION OF RECORDS

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

24. TERM OF AGREEMENT

This agreement shall remain in effect for the period of October 16, 2020 through June 30, 2022, unless extended, amended, or terminated in writing by CITY.

25. ENTIRE AGREEMENT

This document constitutes the sole agreement of the parties hereto relating to said project and states the rights, duties, and obligations of each party as of the document's date. Any prior agreement, promises, negotiations, or representations between parties not expressly stated in this document are not binding. All modifications, amendments, or waivers of the terms of this agreement must be in writing and signed by the appropriate representatives of the parties to this agreement.
26. STATEMENT OF ECONOMIC INTEREST

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

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

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

FOR FIRST PARTY:

Joe Monaco 11/19/2020
Signature Date
Printed name
Title

APPROVED AS TO FORM:

Cara E. Silver 11/19/2020
Date
Cara E. Silver, Interim City Attorney

FOR CITY OF MENLO PARK:

Starla Jerome-Robinson 11/20/2020
Date
Starla Jerome-Robinson, City Manager

ATTEST:

Judi A. Herren 11/20/2020
Date
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 $251,701 as described in Exhibit A-1, Proposed Scope of Work – Table 3: Cost Proposal. 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 serviced 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.
August 24, 2020, revised September 25, 2020

Tom Smith  
Senior Planner  
City of Menlo Park  
701 Laurel Street  
Menlo Park, California 94025

Subject:  123 Independence Drive Environmental Impact Report

Dear Mr. Smith,

Dudek is pleased to submit this proposal to provide environmental services for the 123 Independence Drive Project (Project), located in the Bayfront Area of the City of Menlo Park (City), California. We understand that the Project proposes a mix of residential and office land uses, replacing the five existing single-story office/industrial buildings on the site. We bring the following strengths to the Project:

**Solution-Oriented Approach.** Dudek understands that unique situations can arise for each project. Dudek’s approach is to bring each potential issue to the Lead Agency with possible solutions that are consistent with the California Environmental Quality Act (CEQA) and the City’s regulations. We find close coordination with the City during preparation of the Administrative Draft Environmental Impact Report (EIR) reduces City comments, the extent of document revisions, and schedule delays, which saves time and money.

**Local Presence and Experience.** Dudek works regularly with Bay Area agencies to complete environmental review for private development applications. Dudek staff’s local project experience includes CEQA compliance, regulatory permitting, and other environmental services for the cities of San José, Palo Alto, East Palo Alto, Burlingame, Oakland, Vallejo, Berkeley, San Francisco, and Santa Cruz; and the Santa Clara Valley Water District and San Jose Water Company. We have a proven track record of preparing CEQA, National Environmental Policy Act (NEPA), and joint CEQA/NEPA documents for projects with complex issues and cumulative impacts. We effectively, efficiently, and proactively manage preparation of CEQA documents.

**Diverse Technical Expertise that Can Be Mobilized to Address Project Issues Quickly.** Dudek has successfully completed more than 2,800 CEQA, NEPA, and state and federal environmental regulation documents for projects throughout California. Support for our team of CEQA/NEPA experts includes biologists; botanists; permitting specialists; and land use, noise, cultural resources, air quality, and transportation specialists. Our technical expertise allows us to complete peer reviews and new impact analyses so that the project record includes the substantial evidence necessary to comply with CEQA.

We are excited about this opportunity to work with the City to facilitate a quick and seamless environmental review process for the Project. Should you have any questions, please contact me at 530.863.4642 or kwaugh@dudek.com.

Sincerely,

Katherine Waugh  
Project Manager

Katherine Waugh
Project Approach

Project Understanding

The new mixed-use development project (Project) proposed by The Sobrato Organization at 123 Independence Drive in Menlo Park, California would demolish five existing industrial and office buildings across five parcels located at 119, 123-125, and 127 Independence Drive; 130 Constitution Drive; and 1205 Chrysler Drive, and construct 67 for-sale three-story townhomes, a five-story apartment building with 316 units, and an 88,750-square-foot office building.

Key Issues

The Dudek team has extensive experience preparing technical studies and CEQA/NEPA compliance documents throughout the Bay Area, which is home to a diverse mix of urban, agricultural, and open space lands interspersed with sensitive waterways and natural habitat. Rapid population growth and development over the past three decades has impacted area infrastructure, wildlife, and open space.

In 2016, the City adopted updated General Plan Land Use and Circulation elements, called ConnectMenlo, as well as associated zoning ordinance updates. These actions provided for important redevelopment efforts in the Bayfront. Key issues addressed in ConnectMenlo include sustainability, support for existing neighborhoods, economic development, conservation, housing affordability, mobility, transportation options, and traffic congestion and management. The City is processing several applications for redevelopment in the Bayfront, and the proposed Project would result in exceeding the amount of residential units projected to be developed under ConnectMenlo and evaluated in that EIR.

The City of East Palo Alto challenged the City’s actions, alleging that the ConnectMenlo EIR underestimated the amount of new employment and failed to analyze adequately the traffic impacts that would result from development under the General Plan Update. Under a 2017 settlement agreement between the cities of Menlo Park and East Palo Alto, the City is required to prepare an EIR for projects like this one that request bonus level development within the R-MU-B zoning district of the Bayfront Area. The agreement establishes requirements for traffic impact analysis and mitigation and for preparation of an HNA.

The project proposes development under the provisions of Senate Bill 330 (SB 330), the Housing Crisis Act of 2019, which became effective January 1, 2020. SB 330 is intended to streamline housing projects that require discretionary approval, including mixed-use projects where at least two-thirds of the square footage is dedicated to housing. In part, the Act allows an applicant to “lock in” applicable fees and development regulations at the time of preliminary application submittal, stipulates that projects may have no more than 5 public hearings, and requires that design standards must be objective and measurable.
Proposed Scope of Work

Dudek will undertake the following tasks for preparation of the EIR, as described below:

Table 2. Task Outline

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1: Project Initiation, Project Description, and Notice of Preparation</td>
<td></td>
</tr>
<tr>
<td>Task 2: Technical Studies</td>
<td></td>
</tr>
<tr>
<td>2.1 Air Quality, Greenhouse Gas, and Energy Consumption Modeling</td>
<td></td>
</tr>
<tr>
<td>2.2 Biological Resources Assessment</td>
<td></td>
</tr>
<tr>
<td>2.3 Cultural Resources Assessment</td>
<td></td>
</tr>
<tr>
<td>2.4 Noise Assessment</td>
<td></td>
</tr>
<tr>
<td>2.5 Traffic Impact Analysis</td>
<td></td>
</tr>
<tr>
<td>2.6 Housing Needs Assessment</td>
<td></td>
</tr>
<tr>
<td>Task 3: Prepare Administrative Draft EIR</td>
<td></td>
</tr>
<tr>
<td>Task 4: Screencheck Draft EIR and Mitigation Monitoring Program</td>
<td></td>
</tr>
<tr>
<td>Task 5: Public Review Draft EIR</td>
<td></td>
</tr>
<tr>
<td>Task 6: Final EIR</td>
<td></td>
</tr>
<tr>
<td>Task 7: Meetings and Hearings</td>
<td></td>
</tr>
<tr>
<td>Task 8: Project Management</td>
<td></td>
</tr>
</tbody>
</table>

Task 1: Project Initiation, Project Description, and Notice of Preparation

Project Initiation

Upon execution of the EIR contract, Dudek's project manager, Katherine Waugh, and deputy project manager, Kara Laurensen-Wright will attend a virtual project initiation meeting with City staff and the project applicant representative, if invited by the City. This meeting will be critical to the ultimate success of the Project, as it provides an opportunity for all parties to discuss and review the scope of the Project, formalize key project assumptions, and define key milestones and other critical success factors for the Project. This meeting will also offer an opportunity to confirm document format requirements, points of contact, status report details, and any other logistical, technical, or procedural concerns. We approach every project with the understanding that attention on the front end of a project can save substantial time and costs in the long run.

Dudek will also conduct a site visit to observe existing conditions in the Project vicinity and review applicable background and technical data for the Project area, such as the ConnectMenlo General Plan and EIR. From this review, Dudek will identify applicable policies and standards that will be cited in the EIR as portions of the regulatory framework governing impact analysis for this Project.

Project Description

Dudek will prepare a project description for use in the EIR. It will include the planning and environmental context for the Project and Project site, including documenting the existing land uses and condition of the Project site, providing a detailed description of the project components, and identifying general construction logistics and schedule. The draft project description will be submitted to the City and the project applicant for review and comment, and Dudek will revise the project description as necessary.

The approved project description will be used as the basis for all project analyses. Minor revisions to the project description are anticipated as part of the EIR process; however, major changes could substantially affect impact analyses. Any changes to the project description that require revisions to completed or in-progress tasks could represent additional costs not included in the proposed budget.
Notice of Preparation and Public Scoping Meeting

Prior to preparing the Notice of Preparation (NOP), Dudek will consult with City staff regarding the possibility of focusing the EIR on those resource areas where potentially significant impacts may occur. While the EIR cannot tier from the ConnectMenlo EIR, the information and analysis in the ConnectMenlo EIR may be incorporated by reference, which could provide adequate support to address some environmental resource areas in an Initial Study format rather than a full EIR.

Dudek will prepare an NOP to initiate the EIR process. The NOP will provide a brief description of the Project, discuss the potential environmental effects of the Project, and describe the anticipated scope of the EIR. The EIR is expected to address all issues raised in Appendix G of the CEQA Guidelines, with the exceptions of agricultural and forestry resources and mineral resources. Discussions supporting the exclusion of these topics from the EIR will be included in the NOP.

Dudek will submit the draft NOP to the City for review and will revise the document based on City comments. Dudek will provide the City with the final NOP and coordinate with the City to ensure appropriate document distribution. Dudek assumes the City will undertake distribution to local agencies and individuals, provide for publication of a notice of availability in the newspaper; Dudek will submit the document electronically to the State Clearinghouse.

Dudek will also coordinate with City staff to hold a public scoping meeting using an online meeting platform. At the meeting, Dudek will present an overview of the Project and the anticipated scope of the EIR. Dudek will take meeting notes to document the public comments received. At the conclusion of the NOP review period, Dudek will prepare a scoping comment summary.

Task 2: Technical Studies

Task 2.1 Air Quality, Greenhouse Gas, and Energy Consumption Modeling

Dudek will prepare an assessment of the air pollutant and greenhouse gas (GHG) emissions of the Project using California Emissions Estimator Model (CalEEMod). After reviewing all available project materials, Dudek will prepare a request for any outstanding data needed to conduct the analysis. If precise information on a particular factor is not available from the City or the Project representatives, Dudek will make every effort to quantify these items using the best available information for comparable data sources, but in all cases will consult first with the City regarding the information needed.

Dudek will estimate emissions associated with demolition, construction, and Project operation. The short-term construction and demolition emissions modeling will be based on scheduling information (e.g., overall construction duration, phasing, and phase timing) and probable construction activities (e.g., construction equipment type and quantity, workers, and haul trucks) developed by the City and/or standardized approaches. The modeling will also provide data that will support the energy consumption analysis in the EIR.

The operational air pollutant emissions modeling will include air pollutant and GHG emissions generated by mobile, energy, and area sources for the Project, as well as the current level of emissions associated with the existing uses to be demolished. Project-generated operational GHG emissions that will be estimated will include those associated with area sources, electrical generation, water supply, wastewater, and solid waste disposal. Dudek will use the traffic analysis to estimate emissions from motor vehicles. Energy and area source emissions (e.g., natural gas combustion and consumer products) will be estimated using the default values in CalEEMod for the proposed and existing land uses, unless Project-specific data is available.
Dudek will evaluate whether traffic associated with the Project could lead to potential exposure of sensitive receptors to substantial concentrations of air pollutant emissions, specifically carbon monoxide (CO) hotspots, based on the Project’s traffic impact analysis and the criteria recommended by the Bay Area Air Quality Management District (BAAQMD). This scope includes a qualitative analysis for CO hotspots. However, if the qualitative analysis shows a potential exceedance of the BAAQMD screening criteria, Dudek will perform a quantitative CO hotspot analysis under a separate scope and budget.

The Project would result in a short-term increase in toxic air contaminant (TAC) emissions related to construction. Based on a review of the Project’s location and surrounding uses, Dudek does not anticipate a construction health risk assessment (HRA) would be required, since no sensitive receptors were identified within 1,000 feet of the Project. However, if there are sensitive receptors proximate to the Project after all, a construction-related HRA has been included as Optional Task AQ-1. If a construction HRA is not required to evaluate the potential health risk the Project may have on nearby sensitive receptors, Dudek will qualitatively address the potential for the Project to expose sensitive receptors to substantial TACs in the EIR.

Based on the Project’s location, an operational HRA will be performed, which will consider TAC emissions from existing sources near the Project that may cause potential health risk impacts on occupants of the proposed new residences. Additionally, PM$_{2.5}$ from mobile and stationary sources can pose a localized health threat to sensitive receptors at relatively low concentrations. These sources can include existing stationary sources (such as emergency generators) in the area and vehicles travelling on nearby high volume roadways, including Highway 101 and State Route 84. Dudek will estimate TAC emissions using EPA and/or CARB emission factors. The dispersion of TACs and their health risk impacts on occupants of new project residences will be modeled using BAAQMD screening tools (where available), as well as American Meteorological Society/Environmental Protection Agency Regulatory Model (AERMOD) and the California Air Resources Board (CARB) Hot Spots Analysis and Reporting Program Version 2 (HARP2) programs along with meteorological data provided by BAAQMD for the Project area. HARP2 performs health impact calculations based on the Office of Environmental Health Hazards Assessment’s Air Toxics Hot Spots Program Guidance Manual for Preparation of Health Risk Assessments (Health Risk Assessment Guidance Manual). The maximum health impacts will be tabulated and compared to the BAAQMD thresholds.

Additional Appendix G thresholds will also be evaluated, including the potential for the Project to expose sensitive receptors to substantial pollutant concentrations, to result in other emissions such as odors, or to impede attainment of the current BAAQMD air quality management plan. Details of the analysis (e.g., daily criteria air pollutant emission calculations and HRA) will be included in appendices to the assessment.

Optional Task AQ-1: Construction HRA

The main contaminant of concern associated with construction activities is diesel particulate matter (DPM), which has been listed as a TAC by CARB. Dudek will evaluate the Project’s potential health risks associated with construction activities using an appropriate exposure period to evaluate short-term emissions increases. The dispersion of DPM will be modeled using the AERMOD dispersion model and the CARB HARP2, along with meteorological data provided by BAAQMD for the Project area. Additionally, PM$_{2.5}$ concentrations will be estimated. The results will be compared to BAAQMD thresholds for impacts resulting from TAC emissions in the air quality section of the environmental document. A health risk assessment will be prepared as a technical appendix and a summary of the methodology and results will be provided in the air quality section of the EIR.

Task 2.2 Biological Resources Assessment

Dudek will conduct a literature review to identify known records of special-status plant and animal species in the site vicinity. The literature review will include a search of the California Department of Fish and Wildlife’s (CDFW) California Natural Diversity Database (CNDDB), U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) database, and the California Native Plant Society’s (CNPS) On-line Inventory of Rare and
Endangered Plants. Dudek will also review the arborist report prepared by the applicant’s consultant to inform its analysis of heritage trees. No other biological resource reports have been prepared for the site.

A Dudek wildlife biologist will conduct a half-day, reconnaissance-level site visit to document existing biological resources (e.g., vegetation or land cover types, wildlife habitat) and assess the potential for special-status species to occur. No sensitive vegetation communities or jurisdictional aquatic resources (e.g., wetlands) are expected to occur because of the site’s location within an area historically developed for industrial, warehousing, and office space land uses. Based on Dudek’s experience with similar projects in the area and a review of Google Earth aerial imagery, potential biological resources include trees and shrubs that provide habitat for nesting birds and tree-roosting bats, buildings that may provide habitat for roosting bats, and trees that may be protected under the City’s recently updated (July 1, 2020) heritage tree ordinance (Municipal Code Chapter 13.24). The analysis will also consider potential impacts of the proposed buildings on birds (due to potential increase in collisions) and develop mitigation measures based on the ConnectMenlo standards for building design if necessary.

Based on the results of the literature review and site visit, Dudek biologists will prepare the biological resources chapter of the EIR. Information on existing vegetation or land cover types, wildlife habitat, and special-status species occurrences and habitat suitability will be presented in the environmental setting section. Potential impacts will be identified by applying the standard environmental checklist questions for biological resources from the CEQA Guidelines to the Project. If any potentially significant impacts on biological resources are identified, Dudek will propose feasible mitigation measures to avoid, minimize, or compensate for such impacts. Although the proposed Project will not be able to tier from the ConnectMenlo EIR, Dudek will analyze impacts and propose mitigation measures consistent with the ConnectMenlo MMRP since biological resource issues are expected to be the same.

Task 2.3 Cultural and Historic Resources Assessment

Dudek’s professionally qualified cultural (archaeology and built environment) resources staff will support the Project by providing AB 52 support, and preparing a Historic Resources Evaluation (HRE) technical report. Dudek understands the Project applicant will submit an archaeological inventory prepared by another firm to be used in preparation of the EIR. Dudek will summarize the findings from the archaeological inventory report, AB 52 consultation, and the HRE in the Cultural Resource section of the EIR in conformance with CEQA and all applicable local municipal guidelines and regulations. Based on preliminary analysis of the proposed Project site Dudek assumes that no more than seven (7) properties containing building 45 years of age or older will be located within the built environment study area which will assess potential direct and indirect impacts related to implementation of the proposed Project. These seven properties will require formal recordation and evaluation under all applicable federal, state, and local historic significance criteria. Tasks involved in the preparation of this technical work are as follows:

**AB 52 Support**

The proposed Project is subject to compliance with AB 52, which requires lead agencies to provide tribes (who have requested notification) with early notification of the proposed Project and, if requested, consultation to inform the CEQA process with respect to tribal cultural resources. While AB 52 is a government-to-government process between the CEQA lead agency and California Native American Tribes, Dudek will assist the City with the notification process and responding to any comment letters. AB 52 consultation will be summarized in the Cultural Resources section of the EIR.

No in-person meetings with Native American groups are included in this scope of work.
**Background Research**
Under this task Dudek will conduct a search of the Built Environment Resource Database (BERD) available through the California Office of Historic Preservation to determine if any of the properties in the Project study area have been previously evaluated. Dudek will also conduct building development research through the City of Menlo Park, and/or San Mateo County to understand the construction history of the property, determine the nature and extent of any alterations overtime, and retrieve information on any previous owners/occupants. In addition, Dudek will conduct archival research to develop the historic context for the property under which the properties will be evaluated. Research in support of the historic context may include visiting local libraries, archives, and contacting relevant historical societies.¹

**Create Study Area Map and Conduct Field Survey**
Upon completion of the background research, Dudek architectural historians will prepare a draft Study Area Map for built environment resources in consultation with City and other Project design staff. The Study Area Map will include all properties within the proposed Project footprint, as well as some parcels immediately adjacent to the proposed Project, dependent on the potential for direct and indirect impacts to built environment resources. The extent of the Study Area will be based on the Project Description and Project design drawings. Dudek assumes that the Project engineer will provide all of the required project details in GIS or CAD along with parcel data. Dudek staff will begin conducting field work after consulting with the project manager to establish the initial draft Study Area Map. This scope of work assumes that Dudek will produce no more than two versions of the Study Area Map; draft, and final.

Dudek architectural historians will survey the study area. It is assumed that the survey for built environment resources will not exceed one (1) 12 hour field day. The built environment survey will entail taking detailed notes and photographs of all buildings constructed over 45 years ago located within the proposed Project area and adjacent to the area if indirect impacts are anticipated. This includes documentation of character defining features, spatial relationships, landscaping, alterations, and the overall existing conditions of the buildings.

**Record and Evaluate Resources**
Dudek assumes recordation and evaluation of the buildings located within and adjacent to the proposed Project area as part of the current study will equal no more seven (7) properties. In addition to the buildings, other features of the complex, including the landscape features (hardscape and softscape) will also be examined in the historical significance evaluation as part of each property. The City of Menlo Park does not have local historical resource registration criteria and appears to defer to NRHP and CRHR guidelines. Consequently, the properties will be evaluated under NRHP and CRHR criteria and integrity requirements. Dudek assumes that preparation of no more than seven Department of Parks and Recreation (DPR) 523 form sets will be required.

**Historic Resource Evaluation Report**
Dudek will prepare an HRE that will summarize the results of the, background research, field survey, and property significance evaluation for each property. The report will also discuss the proposed Project description, regulatory framework, all sources consulted, research and field methodology, setting, and findings. Under this scope Dudek assumes that the proposed Project will not result in significant impacts to historical resources under CEQA and development of mitigation will not be required.

¹ Access to many public and private facilities is presently limited due to restrictions related to Covid-19. Dudek will make a good faith effort to access all relevant historic records via online procedures, email, and telephone calls should in-person access not be granted. These efforts will be documented in the HRE.
Task 2.4 Noise Assessment

Dudek will prepare an assessment of the noise and vibration impacts potentially associated with the proposed Project based on City of Menlo Park General Plan and Code.

Dudek will conduct a noise monitoring program at the proposed Project site and in the Project vicinity to characterize baseline ambient acoustical conditions in the area and catalog existing noise levels. The noise monitoring program is anticipated to include noise monitoring at up to four locations in the proposed Project area. Short-term (approximately 10 to 30 minutes in duration) attended noise measurements will be conducted at up to three (3) locations to provide adequate representation and relative exposure of noise-sensitive receptors to existing noise levels and to characterize sound generated by existing traffic. Additionally, continuous long-term unattended noise measurements will be conducted at one location in the proposed Project study area (approximately 24 hours in duration).

Monitoring locations will be selected to adequately represent noise exposure at areas of key interest in the Project vicinity; such as property lines and nearby noise-sensitive receptors. Noise level data will be used for establishing existing baseline noise level in the Project vicinity and will serve as a basis of evaluation for future noise levels at receivers within the Project area. Dudek will coordinate with designated Project team member as directed to coordinate access where required.

Noise Modeling and Analysis

Dudek will model and analyze existing ambient and Project-generated noise levels throughout the Project study area. The analysis will be based on proposed Project information provided by the City, observations and noise measurement data from the field survey, the proposed Project’s traffic study and available reference data.

Dudek will analyze potential short-term, construction-related noise impacts associated with the proposed Project (e.g., on-site heavy-duty equipment, generators, pumps, etc.). Construction-related noise impacts will be assessed with respect to nearby noise-sensitive receptors and their relative exposure, based on the City’s Noise Control Ordinance and General Plan. The analysis will utilize the Federal Highway Administration (FHWA) Roadway Construction Noise Model (RCNM) and Federal Transit Administration (FTA) reference noise level data and industry-standard propagation methodologies. Vibration impacts (construction and operational) will be evaluated through the application of FTA and California Department of Transportation (Caltrans) reference data and methodologies. Although the proposed Project will not be able to tier from the ConnectMenlo EIR, Dudek will analyze impacts and propose mitigation measures consistent with the ConnectMenlo MMRP, as noise and vibration issues are expected to be similar.

Existing and future traffic noise exposure at nearby existing noise-sensitive receptors and future receptors associated with the proposed Project will be analyzed based on the traffic study, available regional traffic data and application of the FHWA traffic noise propagation modeling algorithms. Where traffic noise levels are calculated to exceed applicable thresholds, mitigation measures will be evaluated to determine the requirements to achieve compliance with the thresholds. Future exterior traffic noise exposure levels at the building facades of the residential uses associated with the proposed Project will be calculated and used to determine if upgraded window and building assemblies would be necessary to achieve compliance with the City’s interior noise standards.

Reporting

Dudek will prepare technical noise study report that will discuss the existing environment, noise monitoring results, analysis methodology and findings. The report will provide a summary of the relevant regulatory framework against which noise and vibration impacts are assessed based on the relevant city, state and federal standards. If significant impacts are identified, mitigation measures to reduce impacts to a less-than-significant level (where feasible) will be recommended. Proposed mitigation measures consistent with the ConnectMenlo MMRP will be recommended whenever feasible. Dudek will also use the report to the necessary information for preparation of the proposed Project’s CEQA documentation.
Task 2.5 Traffic Impacts Analysis

Dudek’s in-house transportation planners and engineers will prepare the Traffic Impact Analysis (TIA) for the proposed Project. The traffic data generated by the TIA will be provided to Dudek’s in-house Noise and Air Quality/Greenhouse Gasses (AQ/GHG) teams for use in their analyses to provide consistency between all three disciplines.

The proposed Project would construct a mixed-use project at 123 Independence Drive in the City. The TIA will be prepared consistent with the requirements of the City’s recently adopted (updated) TIA guidelines (June 16, 2020), the San Mateo County Congestion Management Program (CMP), Caltrans TIS guidelines (where applicable), and SB 743. The City has recently updated their TIA guidelines to comply with SB 743. The following scope of work for the TIA is based on general guidance provided by the City; and, prior to the initiation of the TIA, Dudek staff will seek approval of the following work scope by the City. Should additional items be requested and/or refined (or items removed), Dudek will amend the work scope and seek contract modification (if needed).

Transportation Demand Management Plan

In accordance with City Municipal Code Section 16.45.090, projects with a net new increase (or change in land use) of 10,000 square feet (SF) of gross floor area will be required to develop a transportation demand management (TDM) plan to reduce at least twenty percent (20%) of net new vehicular trips. Dudek will review applicant-provided TDM plan to determine whether the necessary reduction is achievable. If it’s determined to be achievable, the vehicle miles traveled (VMT) and level of service (LOS) analyses, described below, will include project trip generation reduction to reflect the proposed TDM plan. If it is determined that a TDM reduction of more than 20% is required, Dudek will work with the City and applicant to determine appropriate measures to meet the required reduction.

Vehicle Miles Traveled Analysis

The City has recently updated their TIA guidelines to comply with SB 743 which requires that transportation impacts in CEQA be determined based on the VMT metric, instead of LOS. Based on VMT screening criteria from the State Office and Planning Research (OPR) Technical Advisory (2018), the proposed Project cannot be screened-out from further VMT analysis as it is not within ½ mile of a high-quality transit corridor, nor is it within a low-VMT generating transportation analysis zone (TAZ) per the State Travel Demand Model (CSTDM).

Therefore, for purposes of this scope of work, it is assumed that the VMT analysis will be prepared using a travel demand model. Dudek will sub-contract with a City-approved traffic modeling consultant to modify and run the Menlo Park City Travel Demand Model. Our budget includes $12,000 for the sub-contracted VMT modeling, which is consistent with current VMT modeling estimates in the Bay Area. Dudek will coordinate with the City to modify the TAZ within the Project site with the land uses of the proposed Project, and perform a Select Zone model run to determine the Project’s trip assignment. As part of the Select Zone run, the VMT estimate of the Project will be determined for the per capita, per employee, and per service population variables. Then, the regional baseline VMT estimate for the study area (extent to be determined by the City) for those same variables will also be provided from the travel demand model. Dudek will analyze that data using the City’s VMT thresholds.

If a significant VMT impact is found, Dudek will identify feasible mitigation measures that could avoid or reduce the impact. Transportation Demand Management (TDM) strategies to mitigate VMT will be utilized from the document Quantifying Greenhouse Gas Mitigation Measures, August 2010, prepared by California Air Pollution Control Officers Association. Dudek will utilize the reduction factors provided in the document to quantify, wherever possible, the effect of applicable TDM strategies on VMT reduction of single occupant vehicle trips. It should be noted that the reduction of VMT for some of the measures is qualitative, therefore the mitigation measures will include both quantitative and qualitative significance after mitigation analysis. It should be noted
that within the Project area, strategies to reduce VMT are limited due to the lack of other transportation modes and reliance on private vehicles.

**Level of Service Analysis**
Dudek will also conduct an LOS analysis of the surrounding street network per the City’s TIA guidelines and the San Mateo County CMP. Dudek will confirm the study area with City prior to initiation of the TIA. Per the City, the following intersections would make up the study area:

**Intersections**

1. Marsh Road and Bayfront Expressway (State)
2. Marsh Road and US-101 NB Off-Ramp (State)
3. Marsh Road and US-101 SB Off-Ramp (State)
4. Marsh Road and Scott Drive (Menlo Park)
5. Marsh Road and Bay Road (Menlo Park)
6. Marsh Road and Middlefield Road (Atherton)
7. Marsh Road and Florence Street-Bohannon Drive (Menlo Park)
8. Chrysler Drive and Bayfront Expressway (State)
9. Chrysler Drive and Constitution Drive (Menlo Park)
10. Chrysler Drive and Jefferson Drive (Menlo Park)
11. Chrysler Drive and Independence Drive (Menlo Park)
12. Chilco Street and Bayfront Expressway (State)
13. Chilco Street and Constitution Drive (Menlo Park)
14. Willow Road and Bayfront Expressway (State)
15. University and Bayfront Expressway (State)

Dudek will work with the City to obtain recent traffic counts for the study area roadway segments and intersections, and adjust to current non-pandemic traffic conditions. Traffic counts may come from, and be consistent with, the traffic studies being prepared for the on-going projects at 111 Independence Drive and 115 Independence Drive.

**Optional Task 1**: As an optional task, at the direction of the City, new weekday daily roadway segment, and a.m. (7:00–10:00 a.m.) and p.m. (4:00–7:00 p.m.) peak hour intersection counts will be collected at the study area locations. Traffic counts will be collected during a typical weekday of a non-holiday week. The peak hour traffic counts will include bicycle and pedestrian volumes at the study intersections. Costs for this optional task are shown as a separate line item in our proposed budget.

**Optional Task 2**: As an optional task, at the direction of the City, if it’s determined that the project triggers CMP review, a CMP-level analysis of the two following roadway segments will be prepared:

1. Independence Drive, Constitution Drive to Chrysler Drive
2. Chrysler Drive, Independence Drive to State Route 84 (SR-84)–Bayfront Expressway

This analysis will also collect new traffic volumes at those locations. Traffic volumes will be adjusted to current non-pandemic traffic conditions.
Level of Service

Intersection and roadway segment LOS analyses will be prepared for the weekday daily, a.m. and p.m. peak hours at the study area locations listed above for the following analysis scenarios:

- Existing condition
- Near-Term base traffic condition
- Near-Term plus project traffic condition
- Cumulative (including all future potential development by year 2040)
- Cumulative plus project

The LOS analyses will be prepared consistent with the required analysis methodology of the City which is the Highway Capacity Manual (HCM) methodology using VISTRO traffic analysis software, which is currently being used on other projects under review by the City’s Transportation Division. Project trip generation estimates will be based on trip rates in Trip Generation, 10th Edition. The Project’s trip generation, distribution, and assignment will be approved by the City prior to completion of the traffic analysis. For the near-term and cumulative conditions, cumulative projects’ traffic volumes will be based on the City’s volumes in their VISTRO files. Dudek 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 10 approved and pending projects. Dudek will revise the near-term and cumulative VISTRO files as needed.

Transit, Pedestrian and Bicycle Facilities, and Project Access

Dudek will also qualitatively analyze the transit, pedestrian, and bicycle facilities that serve the Project site. Project access and on-site circulation will be based on the City’s Standard Plans/Drawings for access and on-site circulation design requirements. Vehicular queuing at the Project’s driveway will be analyzed for adequacy based on the 95th percentile (design) queues.

For any significant Project traffic impacts found, Dudek will determine appropriate and feasible mitigation measures to offset significant Project impacts.

TIA Document

The methodologies, assumptions, analyses, findings, and mitigation measures (if any) will be summarized in a TIA report. All necessary tables, figures, and appendices will be provided in the TIA. A Draft TIA will be submitted to the City for review. This scope assumes one round of consolidated review by the City. Once comments are received from the City, Dudek will prepare a Final TIA for use in the Project’s CEQA document.

Task 2.6 Housing Needs Assessment

BAE Urban Economics, Inc. (BAE) will prepare a housing needs assessment for the proposed Project, which would include 67 for-sale townhouses, 316 apartments, and 88,750 square feet of office space. The development would demolish five existing industrial and office buildings that currently occupy the site. The analysis is scoped to satisfy the terms of the 2017 settlement agreement between the City of Menlo Park and the City of East Palo Alto, which states:

“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.”

To accomplish this, the analysis will include background analysis of the local and regional housing market context, identification of the proposed Project’s net impact on housing supply and demand across income levels, estimation of the impacts felt within Menlo Park, and an evaluation of the broader impacts on the balance of
supply and demand within the regional housing market. The latter will include a qualitative assessment of the potential for displacement of lower-income residents within the local area. Following is a detailed description of the tasks and methodology to complete the scope of work.

**Project Start-Up and Background Data Collection**

To set the stage for the impact analysis, BAE will collect and analyze background data on demographic and housing market characteristics in Menlo Park and the wider region. Data collected will include information on household income levels, housing cost burden, overcrowding, renter and owner occupancy rates, residential rents and sale prices, typical residential turnover rates, recent residential construction activity, recent employment growth, projected household growth, and projected employment growth. This analysis will provide data on Menlo Park and the San Mateo County/Santa Clara County region of the Bay Area. If available from the City, BAE will also analyze data on the number and type of units in the residential development pipeline in Menlo Park. This analysis will include a qualitative assessment of the extent to which the background data indicate displacement risk for existing residents in the local area (e.g., Menlo Park and East Palo Alto).

**Net Impact on Housing Supply and Demand by Income Level**

To serve as the basis for the impact assessment, BAE will estimate the net impacts of the proposed Project on housing supply and demand, by income level.

a. *Change in Housing Supply by Income Level*

First, BAE will identify the increase in housing supply created by the proposed Project in terms of new housing units by likely income level of the household occupants, based on the anticipated market pricing of the proposed townhouses and apartments, as well as consideration of any included below market rate units as applicable.

b. *Net Direct Change in Worker Housing Demand*

Next, BAE will summarize the direct net impacts of the proposed Project on jobs, including the reduction of jobs potential due to removal of existing industrial buildings, and the new job potential associated with new office space. BAE will associate these job changes with the relevant industry sectors.

c. *Indirect and Induced Job Impacts and Related Regional Worker Housing Demand*

Next, BAE will use the IMPLAN economic model to estimate the indirect and induced job impacts on housing demand associated with the changes in land use at the Project site, based on the estimated changes in the number of jobs at the Project (i.e., direct employment from sub-task b.) by relevant industry sector as inputs for the IMPLAN model to estimate the indirect and induced jobs that the proposed Project will support within the San Mateo/Santa Clara County region. BAE will then estimate the direct, indirect, and induced housing unit need associated with the Project’s total (direct, indirect, induced) net employment change by dividing the number of direct, indirect, and induced jobs by the average number of workers per worker household in the two-county housing market. BAE will then estimate the household income distribution for the new worker households generated by the direct, indirect, and induced employment from the proposed Project based on the household income distribution among existing workers in each relevant industry sector using Public Use Microdata Sample (PUMS) data.

BAE will also estimate the indirect and induced housing demand by income level generated by the household spending associated with the proposed Project’s new housing component as inputs for the IMPLAN model. The model will estimate the number of jobs that would be supported by the increased spending of new households associated with proposed housing units on goods and services within the two-county area and BAE will again convert workers to households and use PUMS data to estimate the household income levels associated projected workers within the relevant industry sectors.
d. Net Housing Demand/Supply Effect

BAE will aggregate the direct, indirect, and induced impact calculations from the preceding sub-tasks to produce a summary table that identifies the total estimated change in housing demand (units) by income level associated with the proposed Project.

Menlo Park Share of Housing Impacts

BAE will then estimate the share of new direct, indirect, and induced housing demand that will be located in Menlo Park and East Palo Alto based primarily on existing commute patterns, though this task will also include a sensitivity analysis to estimate the housing demand in Menlo Park and East Palo Alto if housing demand among new workers differs somewhat from housing demand as indicated by existing commute patterns.

Analysis of Impacts on Local and Subregional Housing Market

Based on the findings from Tasks 1 through 3, BAE will provide an assessment of the potential relationship between the proposed Project, the regional housing market, jobs-housing balance, and displacement. This will include a qualitative analysis of the potential impacts of the proposed Project on residential rents and sale prices and the potential that the proposed Project will lead to the displacement of existing local area residents.

Deliverable: Project Impact chapter of HNA Report

Draft and Final Reports

BAE will prepare a draft report that summarizes the approach to the HNA and presents the research, analysis, and findings from the completed scope of work. Following submittal of the draft report, BAE staff will be available to discuss the Draft Report with City staff by teleconference and answer any questions. Upon receipt or a single, consolidated set of City staff comments on the Draft Report, BAE will revise the report as appropriate and prepare a Final Report for the City’s use.

Deliverables: All report drafts in electronic format (Microsoft Word and/or Adobe PDF)

Task 3: Prepare Administrative Draft EIR

Dudek will prepare the EIR pursuant to the requirements of the CEQA Statutes, CEQA Guidelines, CEQA case law, and City policies and standards. It will consist of the following sections:

1. Introduction
2. Executive Summary
3. Project Description
4. Aesthetics and Visual Resources
5. Air Quality
6. Biological Resources
7. Cultural and Tribal Cultural Resources
8. Geology and Soils
10. Energy Consumption
11. Hazards and Hazardous Materials
12. Hydrology and Water Quality
13. Land Use and Planning
14. Noise
Each of the environmental analysis sections will contain the following: Environmental Setting, Regulatory Framework, Impacts, and Mitigation Measures. Each section will include a description of the baseline conditions of the Project site as they relate to the environmental resource being evaluated and the changes to those conditions that would result from the proposed Project. The impacts analysis in each section will include specific consideration of cumulative impacts. The Thresholds of Significance for impacts to the subject resources will be defined based on applicable city, state, and federal policies, regulations, and standards. The impacts analysis in each section will include specific consideration of cumulative impacts. For the cumulative impacts analysis, the geographic area in which cumulative impacts may occur will be defined, the cumulative development scenario within that area will be identified, the potential for significant impacts to occur under the cumulative development scenario and the Project’s contribution to those impacts will be evaluated, and a determination of the significance of the Project’s contribution will be made. Each EIR section is discussed further below.

Introduction and Executive Summary
The introduction will describe the CEQA process as implemented by the City for the proposed Project and identify steps taken by the City to comply with relevant requirements (e.g., public scoping and notification). The executive summary will summarize the conclusions made in the EIR, presenting all potentially significant impacts and associated mitigation measures in a matrix format.

Project Description
The Project description will be prepared under Task 1. Final revisions to the Project description will be made as part of preparation of the Administrative Draft EIR (ADEIR).

Aesthetics and Visual Resources
The Project proposes to replace existing industrial and office buildings with multi-family dwelling units and 88,750 square feet of office space. The aesthetics and visual resources section will evaluate the change in land uses, visual character, and views of the site associated with the proposed redevelopment. This will include comparing building scale, massing, and height with the existing buildings; describing building design elements, materials, and colors, with particular focus on the pedestrian experience through and around the site; describing proposed landscaping; and characterizing potential changes in light and glare. The change in visual character is subjective; therefore, the analysis will focus on the degree to which the proposed Project will change the existing visual character of the site and evaluate if it would be substantially different from the current visual character.

Information referenced to evaluate visual effects of the proposed Project will include a site visit and photo documentation of existing conditions; proposed site plans and design elements; information from ConnectMenlo, the Menlo Park Municipal Code, and development standards applicable to the site. The significance of visual changes will be based, to the extent feasible, on conformance with the City’s policies and regulations that pertain to community character, light, and design.
Air Quality
Dudek will prepare the air quality section based on the results of air quality modeling performed by Dudek as described in Task 2.1. Local and regional climate, meteorology, and topography as they affect the accumulation or dispersal of air pollutants will be presented, and current air quality conditions and recent trends in the San Francisco Bay Area Air Basin and Project area will be described on the basis of the California Air Resources Board and the U.S. Environmental Protection Agency annual air quality monitoring data summaries. Federal, state, and local regulatory agencies responsible for air quality management will be identified, and applicable federal, state, and local air quality policies, regulations, and standards will be summarized. Details of the analysis (e.g., daily emission calculations) will be included in an appendix to the EIR. The EIR will summarize the results of the modeling and impact analysis. The impact analysis will be based on the significance thresholds in Appendix G of the CEQA Guidelines and the BAAQMD emissions-based thresholds. The net increase in operational emissions (i.e., Project minus existing) will be compared to the significance thresholds established by BAAQMD.

Biological Resources
Dudek will prepare the biological resources section of the EIR based on data presented in the biological technical report prepared under Task 2.2. The EIR will summarize the existing resources within the proposed Project site; identify applicable City, state, and federal regulations; identify and evaluate all potentially significant direct and indirect impacts to the natural environment on site and off site; and recommend mitigation measures specific to each impact.

As necessary, Dudek will consult and coordinate with City staff and state and federal resource agencies to develop mitigation measures to minimize or avoid Project-related impacts to biological resources and demonstrate how the proposed Project will comply with local, state, and federal laws regarding protection of biological resources. This will include analysis of the proposed Project’s compliance with the City’s Heritage Tree Ordinance.

Cultural and Tribal Cultural Resources
The cultural and tribal cultural resources section will report on the research and findings of the Cultural and Historical Resources Assessment, as described in Task 2.3. This will include summarizing the ethnographic history of the Project region, describing resources known to occur within or adjacent to the Project site, and assessing the Project’s impacts on those resources. Dudek will summarize any information received by the City through any consultation with Native American tribes under the AB 52 process. If consultation is not requested, Dudek will rely on the ethnographic history information provided in the Cultural Resources Inventory Report submitted by the Project applicant and the ConnectMenlo EIR to describe the potential for cultural and tribal cultural resources to occur in the Project area and evaluate the Project’s potential to affect such resources.

Energy Consumption
This section will identify the types and amounts of energy that could be consumed during Project construction and operation based on the CalEEMod modeling prepared under Task 2.1. The Project will be assessed in regard to construction and operational energy consumption, which will be quantified to the extent estimation methods and Project-specifics are available. Project electricity (kilowatt-hours, kWh) and/or natural gas (British thermal units, BTU) usage will be estimated based on Project specifics; CalEEMod default values will be used, as appropriate, when Project specifics are not available. Petroleum consumption will be estimated using CalEEMod and based on the same equipment and vehicle assumptions assumed in the air quality and GHG emissions analysis. The net increase in energy (i.e., Project minus existing consumption) will be presented in the EIR and details of the analysis will be included in an appendix.
Project elements that would reduce the Project’s energy demand during construction and operations will be identified in the analysis and quantified as available. Dudek assumes that the City will provide a list of the Project’s energy conservation measures prior to initiating air quality and GHG emissions modeling, as the energy analysis will be prepared consistent with the emissions modeling assumptions.

**Greenhouse Gas Emissions**

Dudek will prepare the GHG emissions section based on the results of GHG emissions modeling described in Task 2.1. The GHG emissions assessment will include a brief description of global climate change and a summary of key, applicable regulatory measures. The net increase in GHG emissions (i.e., Project minus existing emissions) will be presented in the EIR and details of the analysis (e.g., annual GHG emission calculations) will be included in an appendix.

The City has an adopted Climate Action Plan (CAP), which was approved in 2009 and updated in 2011, 2013, 2014, 2015, and 2018. Further, the City recently adopted the 2030 CAP (First Draft) in June 2020. Dudek will discuss how the Project complies with the City CAP, state regulations (AB 32); the Plan Bay Area; and applicable laws and regulations that would increase energy efficiency, such as the California Building Code. In addition, since neither the City nor BAAQMD have a quantitative threshold for post-2020 development, Dudek will work with the City to calculate a scaled Project-specific threshold for GHGs based on the anticipated buildout year of the Project, the latest City inventories, and the City and/or state reduction goals. Along with plan consistency, this calculated threshold will be used to determine whether the Project GHG emissions are significant.

**Geology and Soils**

For the geology and soils section of the EIR, Dudek will use information from the ConnectMenlo Final EIR; The Menlo Park Open Space/Conservation, Noise and Safety Element; published geologic maps and reports from the California Geological Survey and U.S. Geological Survey; and any geotechnical reports provided by the Project applicant. Environmental setting information from the 1994 EIR will be updated, as applicable.

Dudek will address geologic and soils issues, including faulting, potential seismic-induced ground failure, slope stability, expansive soils, subsidence, and erosion, with respect to implementation of the proposed Project. In general, geologic and soils impacts would only be considered significant in the event that proposed Project implementation would create or exacerbate existing geologic hazards or soil erosion. Impacts of geologic hazards on the proposed Project, such as surface fault rupture, would not be considered significant.

This section will also report on the findings of the paleontological research and field survey, characterize the potential for the Project to result in adverse effects on paleontological resources, and identify mitigation measures to ensure that such impacts would be reduced to a less than significant level.

**Hazards and Hazardous Materials**

Dudek hazards and hazardous materials specialists will evaluate potential impacts due to current and past hazardous materials/waste storage and/or use and identify potential environmental concerns related to construction and operation of the proposed Project. Potential impacts will be assessed through the following:

- Review of federal, state, and local regulatory agency records per Government Code Section 65962.5 for sites within and adjacent to the proposed Project site, including the Regional Water Quality Control Board’s GeoTracker website, Department of Toxic Substances Control’s EnviroStor website, and California Environmental Protection Agency’s Regulated Site Portal;

- Review of the available environmental site assessment/investigation/remediation reports (if available) and relevant regulatory documents for the Project site and nearby sites;
- Review and incorporation of relevant information from the ConnectMenlo Final EIR;
- Review of the National Pipeline Mapping System for hazardous material pipelines;
- Review of California Geologic Energy Management Division database;
- Evaluation of local safety plans, emergency response plans, and wildland fire zones;
- Evaluation of potential impacts to nearby airports; and
- Evaluation of potential impacts to nearby school sites.

Impacts will be evaluated with regard to the construction and operations components of the proposed Project, including proposed use/handling of hazardous materials/wastes. If the findings indicate potential impacts related to hazards and hazardous wastes or materials, mitigation measures may include further work related to additional investigation, sampling, remediation, human health risk analyses and/or construction and operations contingency measures.

**Hydrology and Water Quality**

Dudek will use information from the ConnectMenlo Final EIR; published maps and reports by the California Department of Water Resources, U.S. Geological Survey, and FEMA; and any technical reports Project by the Project applicant (e.g., drainage/hydrology report and water quality report). It is assumed that Project plans and drainage report will be reviewed by the City’s Department of Public Works to determine that the documents meet City standards and are appropriate for use in the EIR analysis. Environmental setting information from the ConnectMenlo Final EIR will be updated, as applicable.

Based on the hydrologic setting of the Project area, Dudek will evaluate short-term construction impacts and long-term operational impacts. Short-term impacts would primarily be related to potential erosion of exposed sediments; and potential incidental spills of minor amounts of petroleum products and hazardous substances leaking from construction equipment and vehicles. It will be assumed that grading and construction would occur in accordance with a State Water Resources Control Board–Construction General Permit and associated construction related Storm Water Pollution Prevention Plan (SWPPP), which would include Best Management Practices (BMPs) to minimize water quality impacts. Long-term impacts would be related to potential flooding, potential impacts to groundwater supply, and conformance with water quality standards and waste discharge requirements. Dudek will describe and map the surface drainage pattern of the Project area and adjoining areas based on available aerial photographs, field observation, wetlands delineations, and existing drainage studies. Dudek will also summarize the drainage network within the Project area; identify pre- and post-development runoff and any applicable detention basin sizes and locations based on the analysis presented in the applicant-prepared drainage study; and evaluate the preliminary drainage calculations and plans with regard to runoff amounts, the effect of concentrating runoff in structures and ditches, detention and retention facilities, and stormwater discharge. This would also include a discussion of potential mosquito vector impacts and mitigation for impacts identified. Dudek will review BMPs proposed by the applicant and discuss the adequacy of the proposed BMPs in reducing the potential pollutants to the maximum extent practicable and identify additional mitigation measures as necessary to ensure the Project does not adversely affect water quality, result in potential flooding effects, or contribute significant volumes of stormwater runoff to the existing drainage network.

**Land Use and Planning**

The proposed Project would demolish 103,000 square feet of industrial and office uses and build residential units and an office building. The land use and planning section will evaluate consistency with applicable City General Plan policies and zoning requirements, including the Municipal Code Ordinance No. 1026, and other relevant City planning documents. This section will also consider the proposed Project’s compatibility with adjacent existing development, roadways, and public utilities. This section will analyze whether the proposed
changes in land use and zoning designations would adversely affect the City's long-range land use planning goals.

**Noise**

The Noise section will address impacts of Project construction and operation on existing background noise levels based on the results of noise modeling performed by Dudek as described in Task 2.4. The noise section will discuss the existing environment, noise monitoring results, analysis methodology, and findings. The section will provide a summary of the relevant regulatory framework against which noise and vibration impacts are assessed based on the relevant county, state, and federal standards. If significant impacts are identified, mitigation measures to reduce impacts to a less-than-significant level (where feasible) will be recommended. The analysis of operational noise impacts will consider future noise levels using Project and roadway information generated from the TIA (Task 2.5) and noise exposure within the proposed Project site associated with adjacent roadways.

**Population, Employment, and Housing**

The HNA prepared by BAE under Task 2.6 will form the basis of the analysis in this section of the EIR regarding the potential the Project to create population, employment, and housing impacts. The analysis will be prepared in the context of the conclusions and analysis presented in the ConnectMenlo Final EIR, while also considering that the Project along with other development applications currently being processed by the City would result in more dwelling units than anticipated in ConnectMenlo. In addition, the analysis will address the following:

- Existing baseline data from the City, the Association of Bay Area Governments (ABAG) Plan Bay Area, the State Department of Finance, and the Employment Development Department, as well as applicable data from the U.S. Census and the City’s Housing Element to describe current household characteristics and population and employment trends within the City;
- The population that could reside within the proposed dwelling units;
- Applicable local and state housing policies and the extent to which the Project is consistent with the City’s housing goals and policies, including the potential to provide affordable housing and the potential demand for affordable housing associated with the proposed Project;
- Project buildout affects on population distribution, density, and growth and the City’s jobs/housing balance; and
- Mitigation measures to reduce or avoid any identified significant environmental impacts associated with population, employment, and housing.

**Public Services, Recreation, and Utilities**

Construction of the proposed Project would increase the residential population in the Project area in excess of the anticipated number of dwelling units under ConnectMenlo. This would result in an increase in demand for public services and utilities. The public services and utilities section will evaluate the following:

- Law enforcement
- Fire protection
- Water supply, treatment, and distribution
- Wastewater disposal
- Solid waste
- Electricity/natural gas
- Schools
- Libraries
- Parks and recreation

The following tasks will be performed for this section:

- Contact service providers to determine existing service levels in the Project area, including documentation regarding existing staff levels, equipment and facilities, service capacities, and planned service expansions;
• Review service provider master plans and other background documents;
• Describe City and service-provider policies, programs, and standards associated with the provision of public services and utilities;
• Identify Project impacts to public services, utilities, and recreational facilities;
• Identify all on-site and off-site improvements necessary to verify that public services and utilities are available at the Project site; and
• Identify mitigation measures for any significant impacts identified in coordination with City staff and applicable service providers.

Because the proposed Project would demolish existing industrial and office land uses and replace them with fewer than 500 multi-family dwelling units and 88,750 square feet of office space, it is expected that the Project would not require a formal water supply assessment under SB 610. If the City determines that a water supply assessment is necessary, Dudek assumes that assessment would be prepared under a separate contract.

Transportation and Traffic
Dudek will prepare the traffic analysis section of the EIR to consider potential impacts to traffic and other forms of transportation (public buses, pedestrian, and bicycle) based on the TIA prepared in Task 2.5. This section will identify existing traffic conditions and traffic generated by the proposed Project and will provide an analysis of estimated impacts to area circulation and transportation resulting from the proposed Project based on consideration of VMT as well as non-passenger-vehicle modes of transportation. The EIR will identify feasible mitigation measures as determined by the traffic impact analysis and City staff and will identify the residual significance (following implementation of mitigation measures) of any impacts identified.

CEQA-Mandated Sections

Growth Inducement
This section will evaluate the potential for the proposed Project to induce additional growth in the Project vicinity and the relationship of the currently anticipated growth to the dwelling unit cap established in ConnectMenlo. This analysis will consider the degree to which the Project may remove barriers to growth and/or provide infrastructure and other improvements that could support additional growth as well as the multiplier effect from development of non-residential uses.

Significant and Unavoidable Impacts and Irreversible Environmental Effects
Based on the analysis presented in each of the environmental resource sections, a list of the proposed Project’s significant and unavoidable impacts will be provided. Further, the use of nonrenewable resources and commitment of environmental resources associated with the proposed Project will be evaluated to determine if the proposed Project would result in additional irreversible environmental effects.

Note that cumulative impacts will be addressed in each of the environmental resource analysis sections.

Alternatives to the Proposed Project
Dudek will work with City staff to identify up to three (3) substantive Project alternatives. Developing the Project alternatives may include consideration of public comments received in response to the Notice of Preparation, modification of the Project footprint and building design, reduction of the Project’s density and/or intensity, and/or modification of the Project’s land uses. Dudek will evaluate each of the selected Project alternatives and the no-project alternative with respect to the potential for an alternative to reduce or avoid the proposed Project’s significant impacts.
Preparers and References, Technical Appendices

The Draft EIR will include a references section providing citations for all sources used to complete the EIR and a listing of all professionals who have contributed to preparation of the EIR. An electronic copy of each source document will be provided to the City on CD so that the Project’s administrative record is complete.

The EIR Technical Appendices will include the NOP and all scoping comments received, the Project plans, and the technical reports prepared under Task 2. The Technical Appendices will be provided in electronic format only.

Task 4: Screencheck Draft EIR and Mitigation Monitoring Program

Once the City has reviewed the ADEIR and provided Dudek with a single set of consolidated comments, Dudek will revise the ADEIR and submit a screencheck Draft EIR to the City for final review. Dudek will also prepare a Mitigation Monitoring Program to document the timing, monitoring requirements, and performance criteria for all mitigation measures included in the EIR.

Task 5: Public Review Draft EIR

Based on City staff comments on the screencheck document, Dudek will prepare the Draft EIR for public review. Dudek will work with City staff to assemble, notice, and distribute the Draft EIR for public review. Dudek assumes City staff will deliver the Notice of Availability of the EIR to the San Mateo County Clerk for posting and will undertake local agency distribution. Dudek will prepare a Notice of Completion in the format of the most recently updated CEQA Guidelines for review and approval by the City prior to public distribution and submit 15 hard copies of the Draft EIR to the City for distribution; technical appendices will be provided on a CD or flash drive. Dudek will undertake online submittal of the Draft EIR to the State Clearinghouse.

Task 6: Final EIR

Following conclusion of the public review period, Dudek will catalog and categorize comments on the Draft EIR and prepare responses to comments for inclusion in the Final EIR. This scope assumes that Dudek and BAE will respond to up to 50 substantive public comments on the Draft EIR (note that a single comment letter may contain multiple comments). BAE will assist with preparing responses to housing impacts comments. Dudek will also assemble text changes to the EIR, as appropriate. Dudek will submit electronic copies of the administrative Final EIR for City review and will revise the document as directed by City comments. It is assumed that no changes to technical reports would be required at this stage of the EIR preparation. Dudek will submit 15 hard copies of the Final EIR to the City for distribution.

Dudek will also prepare a draft of the CEQA Findings of Fact documenting the CEQA process followed for the proposed Project, the administrative record for the EIR, and the required findings for each impact determined to be potentially significant. A statement of overriding considerations will be included if significant unmitigated impacts are identified as part of the CEQA review process. We have not retained counsel for this task and assume that the City attorney will review the findings prior to any public hearings on the Final EIR. Dudek will submit an administrative draft of the findings electronically and revise the document based on City comments.

Finally, Dudek will prepare a Notice of Determination for City staff to record should the EIR be certified and the Project approved.

Task 7: Meetings and Hearings

Dudek staff will attend the following meetings:
- Project kickoff meeting (included in Task 1);
- Scoping Meeting (included in Task 1);
- Three (3) Project status/document review meetings with City staff;
- One (1) Housing Commission meeting;
- One (1) Planning Commission meeting; and
- One (1) City Council meeting.

Project Manager Katherine Waugh will also attend up to three (3) virtual or in-person (if permitted by current public health guidance) meetings with City staff to review Project status, document progress, comments on administrative drafts of documents, and other Project issues. Ms. Waugh will also coordinate telephone conferences as necessary to keep the Project moving forward.

At public meetings and hearings, Dudek will be available to present a summary of the documents being reviewed or considered, respond to questions, and provide any necessary information. During each public meeting, Dudek staff will summarize and explain the results of the EIR to public officials and take notes to document comments received on the EIR.

**Task 8: Project Management**

We prioritize project management and believe that a focused, well managed effort on the part of the Dudek team will be key to achieving the City’s processing goals for the proposed Project. This task includes preparation of regular progress reports to be submitted with our monthly invoice to the City. A key element of Dudek’s progress report procedures is identifying upcoming issues and information needs, as well as a summary of tasks completed during the previous month. This helps maintain project momentum by identifying issues as early in the process as possible and building a record of project progress.

Throughout the Project, Ms. Waugh will be available to consult with City staff by telephone and email, with a goal of responding to emails within 24 hours. This task includes monthly 30-minute telephone calls with City staff and the project team. Ms. Waugh will also actively engage with all of the Dudek team members and subconsultants to ensure all parties have consistent Project information, are meeting Project milestones, and are working within the agreed-upon scope of work and budget.
# Project Budget

## Table 3. Cost Proposal

<table>
<thead>
<tr>
<th>Team Member/Role</th>
<th>Senior Specialist</th>
<th>Specialist I</th>
<th>Specialist II</th>
<th>Specialist III</th>
<th>Technician I</th>
<th>Technician II</th>
<th>Principal Engineer</th>
<th>Engineer I</th>
<th>Engineer II</th>
<th>Senior Specialist I</th>
<th>Senior Specialist II</th>
<th>Senior Specialist III</th>
<th>Senior Specialist IV</th>
<th>Publications Specialist</th>
<th>Technical Editor</th>
<th>Technical Writer</th>
<th>Technical Illustrator</th>
<th>Other Direct Costs</th>
<th>Total Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hannah Young</td>
<td>$230</td>
<td>$220</td>
<td>$100</td>
<td>$170</td>
<td>$70</td>
<td>$100</td>
<td>$145</td>
<td>$190</td>
<td>$130</td>
<td>$190</td>
<td>$30</td>
<td>$100</td>
<td>$145</td>
<td>$230</td>
<td>$200</td>
<td>$145</td>
<td>$260</td>
<td>$300</td>
<td>$330</td>
</tr>
<tr>
<td>Katherine Waughs</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sara Lawrence</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Martin Roberts</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Samantha Fergus</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Matthew Moravia</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ian Minnion</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Matt Ricciati</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Emily Schwartz</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Adam Giguere</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>蜂族三人</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>John Doe</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jane Smith</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>John Doe</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>John Doe</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>John Doe</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>John Doe</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>John Doe</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## Task 1: Project Initiation, Project Description, and Scoping

1.1 Initiation  | 2 | 4 | 1 | 2 | Total: $1,430
1.2 Project Description | 4 | 1 | 2 | 19 | Total: $3,261

## Task 2: Technical Studies

2.1 Air Quality and GHS Modeling | 47 | $7,120 | $7,120
2.2 Biological Resources | 49 | $7,000 | $7,106
2.3 Cultural Resources | 171 | $16,500 | $16,997
2.4 Noise Assessment | 32 | $4,100 | $4,192
2.5 Traffic Analysis | 234 | $34,510 | $34,650
2.6 Housing Needs Assessment | 32,200 | $32,530

## Task 3: ADIR

3.1 Intro. Exec. Summit, PD | 4 | 10 | $760 | $760
3.2 Aesthetics | 22 | $2,320 | $2,320
3.3 Air Quality | 50 | $7,480 | $7,480
3.5 Biological Resources | 43 | $6,800 | $6,800
3.6 Cultural | 18 | $1,380 | $1,380
# Table 3. Cost Proposal

<table>
<thead>
<tr>
<th>Team Member</th>
<th>Senior Specialist IV</th>
<th>Senior Specialist V</th>
<th>Specialist II</th>
<th>Specialist I</th>
<th>Senior Specialist II</th>
<th>Senior Specialist I</th>
<th>Engineer</th>
<th>Principal Engineer</th>
<th>Senior Specialist IV</th>
<th>Senior Specialist V</th>
<th>Specialist II</th>
<th>Specialist I</th>
<th>Senior Specialist II</th>
<th>Senior Specialist I</th>
<th>Total Billable Hours</th>
<th>Total Overhead</th>
<th>Total Cost</th>
<th>Total Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Team Name</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$230</td>
<td>$190</td>
<td>$145 + $230</td>
<td>$269 + $230</td>
</tr>
<tr>
<td>3.7 Energy</td>
<td>$230</td>
<td>$230</td>
<td>$190</td>
<td>$145</td>
<td>$190</td>
<td>$145</td>
<td>$130</td>
<td>$190</td>
<td>$145</td>
<td>$130</td>
<td>$145</td>
<td>$130</td>
<td>$115</td>
<td></td>
<td>30</td>
<td>269 + $230</td>
<td>$269 + $230</td>
<td>$269 + $230</td>
</tr>
<tr>
<td>3.8 GHG</td>
<td>$230</td>
<td>$230</td>
<td>$190</td>
<td>$145</td>
<td>$190</td>
<td>$145</td>
<td>$130</td>
<td>$190</td>
<td>$145</td>
<td>$130</td>
<td>$145</td>
<td>$130</td>
<td>$115</td>
<td></td>
<td>38</td>
<td>$269 + $230</td>
<td>$269 + $230</td>
<td>$269 + $230</td>
</tr>
<tr>
<td>3.9 Geology</td>
<td>$230</td>
<td>$230</td>
<td>$190</td>
<td>$145</td>
<td>$190</td>
<td>$145</td>
<td>$130</td>
<td>$190</td>
<td>$145</td>
<td>$130</td>
<td>$145</td>
<td>$130</td>
<td>$115</td>
<td></td>
<td>38</td>
<td>$269 + $230</td>
<td>$269 + $230</td>
<td>$269 + $230</td>
</tr>
<tr>
<td>3.10 Hazards</td>
<td>$230</td>
<td>$230</td>
<td>$190</td>
<td>$145</td>
<td>$190</td>
<td>$145</td>
<td>$130</td>
<td>$190</td>
<td>$145</td>
<td>$130</td>
<td>$145</td>
<td>$130</td>
<td>$115</td>
<td></td>
<td>38</td>
<td>$269 + $230</td>
<td>$269 + $230</td>
<td>$269 + $230</td>
</tr>
<tr>
<td>3.11 Hydro</td>
<td>$230</td>
<td>$230</td>
<td>$190</td>
<td>$145</td>
<td>$190</td>
<td>$145</td>
<td>$130</td>
<td>$190</td>
<td>$145</td>
<td>$130</td>
<td>$145</td>
<td>$130</td>
<td>$115</td>
<td></td>
<td>38</td>
<td>$269 + $230</td>
<td>$269 + $230</td>
<td>$269 + $230</td>
</tr>
<tr>
<td>3.12 Land Use</td>
<td>$230</td>
<td>$230</td>
<td>$190</td>
<td>$145</td>
<td>$190</td>
<td>$145</td>
<td>$130</td>
<td>$190</td>
<td>$145</td>
<td>$130</td>
<td>$145</td>
<td>$130</td>
<td>$115</td>
<td></td>
<td>38</td>
<td>$269 + $230</td>
<td>$269 + $230</td>
<td>$269 + $230</td>
</tr>
<tr>
<td>3.13 Noise</td>
<td>$230</td>
<td>$230</td>
<td>$190</td>
<td>$145</td>
<td>$190</td>
<td>$145</td>
<td>$130</td>
<td>$190</td>
<td>$145</td>
<td>$130</td>
<td>$145</td>
<td>$130</td>
<td>$115</td>
<td></td>
<td>38</td>
<td>$269 + $230</td>
<td>$269 + $230</td>
<td>$269 + $230</td>
</tr>
<tr>
<td>3.14 Population, Employment and Housing</td>
<td>$230</td>
<td>$230</td>
<td>$190</td>
<td>$145</td>
<td>$190</td>
<td>$145</td>
<td>$130</td>
<td>$190</td>
<td>$145</td>
<td>$130</td>
<td>$145</td>
<td>$130</td>
<td>$115</td>
<td></td>
<td>38</td>
<td>$269 + $230</td>
<td>$269 + $230</td>
<td>$269 + $230</td>
</tr>
<tr>
<td>3.15 Public Services, Recreation, and Utilities</td>
<td>$230</td>
<td>$230</td>
<td>$190</td>
<td>$145</td>
<td>$190</td>
<td>$145</td>
<td>$130</td>
<td>$190</td>
<td>$145</td>
<td>$130</td>
<td>$145</td>
<td>$130</td>
<td>$115</td>
<td></td>
<td>38</td>
<td>$269 + $230</td>
<td>$269 + $230</td>
<td>$269 + $230</td>
</tr>
<tr>
<td>3.16 Transportation and Traffic</td>
<td>$230</td>
<td>$230</td>
<td>$190</td>
<td>$145</td>
<td>$190</td>
<td>$145</td>
<td>$130</td>
<td>$190</td>
<td>$145</td>
<td>$130</td>
<td>$145</td>
<td>$130</td>
<td>$115</td>
<td></td>
<td>38</td>
<td>$269 + $230</td>
<td>$269 + $230</td>
<td>$269 + $230</td>
</tr>
<tr>
<td>3.17 Alternatives</td>
<td>$230</td>
<td>$230</td>
<td>$190</td>
<td>$145</td>
<td>$190</td>
<td>$145</td>
<td>$130</td>
<td>$190</td>
<td>$145</td>
<td>$130</td>
<td>$145</td>
<td>$130</td>
<td>$115</td>
<td></td>
<td>38</td>
<td>$269 + $230</td>
<td>$269 + $230</td>
<td>$269 + $230</td>
</tr>
<tr>
<td>3.18 Geotech and Production</td>
<td>$230</td>
<td>$230</td>
<td>$190</td>
<td>$145</td>
<td>$190</td>
<td>$145</td>
<td>$130</td>
<td>$190</td>
<td>$145</td>
<td>$130</td>
<td>$145</td>
<td>$130</td>
<td>$115</td>
<td></td>
<td>38</td>
<td>$269 + $230</td>
<td>$269 + $230</td>
<td>$269 + $230</td>
</tr>
<tr>
<td>Subtotal/Task 3</td>
<td>$230</td>
<td>$230</td>
<td>$190</td>
<td>$145</td>
<td>$190</td>
<td>$145</td>
<td>$130</td>
<td>$190</td>
<td>$145</td>
<td>$130</td>
<td>$145</td>
<td>$130</td>
<td>$115</td>
<td></td>
<td>38</td>
<td>$269 + $230</td>
<td>$269 + $230</td>
<td>$269 + $230</td>
</tr>
<tr>
<td>Task 4: Scheduling Draft EIR and MMP</td>
<td>$230</td>
<td>$230</td>
<td>$190</td>
<td>$145</td>
<td>$190</td>
<td>$145</td>
<td>$130</td>
<td>$190</td>
<td>$145</td>
<td>$130</td>
<td>$145</td>
<td>$130</td>
<td>$115</td>
<td></td>
<td>38</td>
<td>$269 + $230</td>
<td>$269 + $230</td>
<td>$269 + $230</td>
</tr>
<tr>
<td>Task 5: Public Draft EIR</td>
<td>$230</td>
<td>$230</td>
<td>$190</td>
<td>$145</td>
<td>$190</td>
<td>$145</td>
<td>$130</td>
<td>$190</td>
<td>$145</td>
<td>$130</td>
<td>$145</td>
<td>$130</td>
<td>$115</td>
<td></td>
<td>38</td>
<td>$269 + $230</td>
<td>$269 + $230</td>
<td>$269 + $230</td>
</tr>
<tr>
<td>Task 6: Final EIR</td>
<td>$230</td>
<td>$230</td>
<td>$190</td>
<td>$145</td>
<td>$190</td>
<td>$145</td>
<td>$130</td>
<td>$190</td>
<td>$145</td>
<td>$130</td>
<td>$145</td>
<td>$130</td>
<td>$115</td>
<td></td>
<td>38</td>
<td>$269 + $230</td>
<td>$269 + $230</td>
<td>$269 + $230</td>
</tr>
<tr>
<td>Task 7: Meetings and Hearings</td>
<td>$230</td>
<td>$230</td>
<td>$190</td>
<td>$145</td>
<td>$190</td>
<td>$145</td>
<td>$130</td>
<td>$190</td>
<td>$145</td>
<td>$130</td>
<td>$145</td>
<td>$130</td>
<td>$115</td>
<td></td>
<td>38</td>
<td>$269 + $230</td>
<td>$269 + $230</td>
<td>$269 + $230</td>
</tr>
<tr>
<td>Task 8: Project Management</td>
<td>$230</td>
<td>$230</td>
<td>$190</td>
<td>$145</td>
<td>$190</td>
<td>$145</td>
<td>$130</td>
<td>$190</td>
<td>$145</td>
<td>$130</td>
<td>$145</td>
<td>$130</td>
<td>$115</td>
<td></td>
<td>38</td>
<td>$269 + $230</td>
<td>$269 + $230</td>
<td>$269 + $230</td>
</tr>
<tr>
<td>Total Base Hours and Fee</td>
<td>$230</td>
<td>$230</td>
<td>$190</td>
<td>$145</td>
<td>$190</td>
<td>$145</td>
<td>$130</td>
<td>$190</td>
<td>$145</td>
<td>$130</td>
<td>$145</td>
<td>$130</td>
<td>$115</td>
<td></td>
<td>38</td>
<td>$269 + $230</td>
<td>$269 + $230</td>
<td>$269 + $230</td>
</tr>
</tbody>
</table>

<p>| 123 Independence Drive Mixed Use EIR | Page 38 |</p>
<table>
<thead>
<tr>
<th>Project Team Role</th>
<th>Senior Specialist</th>
<th>Senior Specialist</th>
<th>Analyst III</th>
<th>Specialist II</th>
<th>Specialist I</th>
<th>Senior Specialist</th>
<th>Specialist I</th>
<th>Senior Specialist</th>
<th>Specialist I</th>
<th>Specialist II</th>
<th>Specialist III</th>
<th>Specialist III</th>
<th>Principal Engineer</th>
<th>GDI Specialist</th>
<th>Principal Engineer</th>
<th>GDI Specialist</th>
<th>Senior Specialist</th>
<th>Specialist I</th>
<th>Publications Specialist</th>
<th>Publications Specialist</th>
<th>Other Direct Costs</th>
<th>Total Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Team Member:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hawaii Young</td>
<td>$230</td>
<td>$230</td>
<td>$100</td>
<td>$170</td>
<td>$70</td>
<td>$100</td>
<td>$130</td>
<td>$190</td>
<td>$80</td>
<td>$160</td>
<td>$200</td>
<td>$230</td>
<td>$145</td>
<td>$130</td>
<td>$130</td>
<td>$115</td>
<td>$95</td>
<td>$34</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Optional Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Task 2.1a: Optional Construction HRAs</td>
<td>7</td>
<td>28</td>
<td>35</td>
<td>$5,320</td>
<td>$5,320</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Task 2.5a: Optional Traffic Counts</td>
<td>20</td>
<td>20</td>
<td>$2,600</td>
<td>$7,900</td>
<td>$8,300</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Task 2.5b: Optional Roadway Segment Analysis</td>
<td>2</td>
<td>10</td>
<td>12</td>
<td>$1,760</td>
<td>$400</td>
<td>$2,160</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Optional + Base Hours and Fee</td>
<td>17</td>
<td>106</td>
<td>230</td>
<td>77</td>
<td>96</td>
<td>45</td>
<td>154</td>
<td>22</td>
<td>72</td>
<td>6</td>
<td>22</td>
<td>18</td>
<td>112</td>
<td>28</td>
<td>14</td>
<td>4</td>
<td>30</td>
<td>68</td>
<td>120</td>
<td>16</td>
<td>43</td>
<td>73</td>
</tr>
</tbody>
</table>
Table 1 presents Dudek’s schedule for completion of the Environmental Impact Report (EIR) for the 123 Independence Drive Project.

<table>
<thead>
<tr>
<th>Task Name</th>
<th>Weeks Elapsed</th>
<th>Total Weeks Elapsed</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Task 1 Project Initiation, Project Description, and Notice of Preparation</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Initiation Meeting</td>
<td>1 week</td>
<td>1 week</td>
</tr>
<tr>
<td>Draft Project Description submitted</td>
<td>1 week</td>
<td>2 weeks</td>
</tr>
<tr>
<td>City staff review</td>
<td>1 week</td>
<td>3 weeks</td>
</tr>
<tr>
<td>Final Project Description</td>
<td>0.5 week</td>
<td>3.5 weeks</td>
</tr>
<tr>
<td><strong>Task 2 Technical Studies</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1 Air Quality and GHG Modeling</td>
<td>5 weeks from end of Task 1</td>
<td>8.5 weeks</td>
</tr>
<tr>
<td>2.2 Biological Resources Assessment</td>
<td>4 weeks from end of Task 1</td>
<td>7.5 weeks</td>
</tr>
<tr>
<td>2.3 Cultural Resources Assessment</td>
<td>5 weeks from end of Task 1</td>
<td>8.5 weeks</td>
</tr>
<tr>
<td>2.4 Noise Assessment</td>
<td>4 weeks from end of Task 1</td>
<td>7.5 weeks</td>
</tr>
<tr>
<td>2.5 Traffic Impacts Analysis</td>
<td>4 weeks from end of NOP circulation</td>
<td>15 weeks</td>
</tr>
<tr>
<td>2.6 Housing Needs Assessment</td>
<td>4 weeks from end of NOP circulation</td>
<td>15 weeks</td>
</tr>
<tr>
<td><strong>Task 3 Administrative Draft Environmental Impact Report</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Draft NOP</td>
<td>1.5 weeks from end of Task 1</td>
<td>5 weeks</td>
</tr>
<tr>
<td>City staff review</td>
<td>1 week</td>
<td>6 weeks</td>
</tr>
<tr>
<td>Final NOP</td>
<td>0.5 week</td>
<td>6.5 weeks</td>
</tr>
<tr>
<td>NOP Circulation</td>
<td>4.5 weeks (30 days)</td>
<td>11 weeks</td>
</tr>
<tr>
<td>Admin Draft EIR</td>
<td>6 weeks</td>
<td>17 weeks</td>
</tr>
<tr>
<td>City staff review</td>
<td>3 weeks</td>
<td>20 weeks</td>
</tr>
<tr>
<td><strong>Task 4 Screencheck Draft EIR and MMRP</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Screencheck Draft EIR</td>
<td>3 weeks</td>
<td>23 weeks</td>
</tr>
<tr>
<td>City staff review</td>
<td>2 weeks</td>
<td>25 weeks</td>
</tr>
<tr>
<td><strong>Task 5 Public Review Draft EIR</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Finalize Public Review Draft EIR</td>
<td>1.5 weeks</td>
<td>26.5 weeks</td>
</tr>
<tr>
<td>Public Review</td>
<td>6.5 weeks (45 days)</td>
<td>33 weeks</td>
</tr>
<tr>
<td><strong>Task 6 Final EIR</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Responses to Comments, Final EIR, Findings</td>
<td>3 weeks</td>
<td>36 weeks</td>
</tr>
</tbody>
</table>
## Table 1. Schedule

<table>
<thead>
<tr>
<th>Task Name</th>
<th>Weeks Elapsed</th>
<th>Total Weeks Elapsed</th>
</tr>
</thead>
<tbody>
<tr>
<td>City staff review</td>
<td>1.5 weeks</td>
<td>37.5 weeks</td>
</tr>
<tr>
<td>Screencheck Final EIR and Findings</td>
<td>1.5 weeks</td>
<td>39 weeks</td>
</tr>
<tr>
<td>City staff review</td>
<td>1 week</td>
<td>40 weeks</td>
</tr>
<tr>
<td>Final EIR</td>
<td>1 week</td>
<td>41 weeks</td>
</tr>
<tr>
<td>Project Hearings</td>
<td>TBD</td>
<td>TBD</td>
</tr>
<tr>
<td>Notice of Determination</td>
<td>Within 5 days of project approval</td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT “B” - DISPUTE RESOLUTION

B1.0 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:

B2.0 Mediation
B2.1 The parties shall attempt in good faith first to mediate such dispute and use their best efforts to reach agreement on the matters in dispute. After a written demand for non-binding mediation, which shall specify in detail the facts of the dispute, and within ten (10) days from the date of delivery of the demand, the matter shall be submitted to a mutually agreeable mediator. The Mediator shall hear the matter and provide an informal opinion and advice, none of which shall be binding upon the parties, but is expected by the parties to help resolve the dispute. Said informal opinion and advice shall be submitted to the parties within twenty (20) days following written demand for mediation. The Mediator’s fee shall be shared equally by the parties. If the dispute has not been resolved, the matter shall be submitted to arbitration in accordance with Paragraph B3.1.

B3.0 Arbitration
B3.1 Any dispute between the parties that is to be resolved by arbitration as provided in Paragraph B2.1 shall be settled and decided by arbitration conducted by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, as then in effect, except as provided below. Any such arbitration shall be held before three arbitrators who shall be selected by mutual agreement of the parties; if agreement is not reached on the selection of the arbitrators within fifteen (15) days, then such arbitrator(s) shall be appointed by the presiding Judge of the court of jurisdiction of the agreement.

B3.2 The provisions of the Construction Industry Arbitration Rules of the American Arbitration Association shall apply and govern such arbitration, subject, however to the following:

B3.3 Any demand for arbitration shall be writing and must be made within a reasonable time after the claim, dispute or other matter in question as arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based on such claim, dispute or other matter would be barred by the applicable statute of limitations.

B3.4 The arbitrator or arbitrators appointed must be former or retired judges, or attorneys at law with last ten (10) years’ experience in construction litigation.

B3.5 All proceedings involving the parties shall be reported by a certified shorthand court reporter, and written transcripts of the proceedings shall be prepared and made available to the parties.

B3.6 The arbitrator or arbitrators must be made within and provide to the parties factual findings and the reasons on which the decisions of the arbitrator or arbitrators is based.

B3.7 Final decision by the arbitrator or arbitrators must be made within ninety (90) days from the date of the arbitration proceedings are initiated.

B3.8 The prevailing party shall be awarded reasonable attorneys’ fees, expert and non-expert witness costs and expenses, and other costs and expenses incurred in connection with the arbitration, unless the arbitrator or arbitrators for good cause determine otherwise.

B3.9 Costs and fees of the arbitrator or arbitrators shall be borne by the non-prevailing party, unless the arbitrator or arbitrators for good cause determine otherwise.

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