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

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

THIS AGREEMENT made and entered into at Menlo Park, California, this 28 day of
MARCH, 2019, by and between the CITY OF MENLO PARK, a Municipal
Corporation, hereinafter referred to as "CITY," and LSA ASSOCIATES, INC., hereinafter referred to as
"FIRST PARTY."

WITNESSETH:

WHEREAS, CITY desires to retain FIRST PARTY to provide certain professional services for CITY in
connection with that certain project called: 111 Independence Drive

WHEREAS, SP Menlo, LLC, proposes to redevelop the property addressed 111 independence Drive
(Assessor’s Parcel Number 055-236-120), Menlo Park, with approximately 93,379 square foot, eight-
story multi-family apartment building with 106 dwelling units. The site is currently developed with a
15,000 square-foot single-story office building, which would be demolished as part of the proposed
project. The proposal includes a request for an increase in height, density, and FAR under the bonus
level development allowance in exchange for community amenities and a density bonus under the
City’s BMR Ordinance in exchange for onsite BMR units. The site is located within the City's
Residential Mixed Use-Bonus (R-MU-B) zoning district, hereinafter referred to as the “Project”; and

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

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

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

1. SCOPE OF WORK

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

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

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

3. PROSECUTION OF WORK

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

4. COMPENSATION AND PAYMENT

A. CITY shall pay FIRST PARTY a fee that shall not exceed $156,962 with a contingency fund requiring City authorization of $7,848 (for a total sum of $164,810) as described in Exhibit "A," Scope of Services. This compensation shall be based on the rates described in Exhibit "A." All payments, including fixed hourly rates, shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. The CITY reserves the right to withhold payment if the City determines that the quantity or quality of the work performed is unacceptable.

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

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

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

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

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

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

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

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

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

6. **ASSIGNMENT OF AGREEMENT AND TRANSFER OF INTEREST**

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

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

7. **INDEPENDENT WORK CONTROL**

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

8. **CONSULTANT QUALIFICATIONS**

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

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

Kaitie Meador  
Community Development  
City of Menlo Park  
701 Laurel St.  
Menlo Park, CA 94025  
650-330-6731  
kmmeador@menlopark.org

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

Theresa Wallace  
LSA Associates, Inc.  
157 Park Place  
Point Richmond, CA 94801  
(510) 236-6810  
Theresa.wallace@lsa.net

Provided that any party may change such address by notice, in writing, to the other party and thereafter notices shall be addressed and transmitted to the new address.

10. **HOLD HARMLESS**

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

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

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

1. Workers' compensation and employer's liability insurance:

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

2. Liability insurance:

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

3. Professional liability insurance:

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

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

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

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

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

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

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

### 14. OWNERSHIP OF WORK PRODUCT

Work products of FIRST PARTY for this project, which are delivered under this agreement or which are developed, produced and paid for under this agreement, shall become the property of CITY. The reuse of FIRST PARTY’s work products by City for purposes other than intended by this agreement shall be at no risk to FIRST PARTY.

### 15. REPRESENTATION OF WORK

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

### 16. TERMINATION OF AGREEMENT

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

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

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

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

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

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

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

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

18. COMPLIANCE WITH LAWS

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

19. BREACH OF AGREEMENT

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

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

20. SEVERABILITY

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

21. CAPTIONS

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

22. LITIGATION OR ARBITRATION

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

23. RETENTION OF RECORDS

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

24. TERM OF AGREEMENT

This agreement shall remain in effect for the period of February 12, 2019 through June 30, 2020 unless extended, amended, or terminated in writing by CITY.
25. ENTIRE AGREEMENT

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

26. STATEMENT OF ECONOMIC INTEREST

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

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

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

FOR FIRST PARTY:

[Signature]

Printed name: [Robo McCann]

Tax ID#: [94-2341614]

FOR CITY OF MENLO PARK:

[Signature]

Printed name: [Starla Jerome-Robinson, Interim City Manager]

ATTEST:

[Signature]

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

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

A2. COMPENSATION

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

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

A3. SCHEDULE OF WORK

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

A4. CHANGES IN WORK -- EXTRA WORK

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

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

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

FIRST PARTY’s bills shall include the following information: A brief description of services performed, project title and the agreement number; the date the services were performed; the number of hours spent and by whom; the current contract amount; the current invoice amount; Except as specifically authorized by CITY, FIRST PARTY shall not bill CITY for duplicate services performed by more than one person. In no event shall FIRST PARTY submit any billing for an amount in excess of the maximum amount of compensation provided in Section A2.

The expenses of any office, including furniture and equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by FIRST PARTY in the performances of this agreement shall be incurred at the FIRST PARTY’s discretion. Such expenses shall be FIRST PARTY’s sole financial responsibility.
EXHIBIT “B” - DISPUTE RESOLUTION

<table>
<thead>
<tr>
<th>Paragraph</th>
<th>Description</th>
</tr>
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<tbody>
<tr>
<td>B1.0</td>
<td>All claims, disputes and other matters in question between the FIRST PARTY and CITY arising out of, or relating to, the contract documents or the breach thereof, shall be resolved as follows:</td>
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<tr>
<td>B2.0</td>
<td>Mediation</td>
</tr>
<tr>
<td>B2.1</td>
<td>The parties shall attempt in good faith first to mediate such dispute and use their best efforts to reach agreement on the matters in dispute. After a written demand for non-binding mediation, which shall specify in detail the facts of the dispute, and within ten (10) days from the date of delivery of the demand, the matter shall be submitted to a mutually agreeable mediator. The Mediator shall hear the matter and provide an informal opinion and advice, none of which shall be binding upon the parties, but is expected by the parties to help resolve the dispute. Said informal opinion and advice shall be submitted to the parties within twenty (20) days following written demand for mediation. The Mediator's fee shall be shared equally by the parties. If the dispute has not been resolved, the matter shall be submitted to arbitration in accordance with Paragraph B3.1.</td>
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<tr>
<td>B3.0</td>
<td>Arbitration</td>
</tr>
<tr>
<td>B3.1</td>
<td>Any dispute between the parties that is to be resolved by arbitration as provided in Paragraph B2.1 shall be settled and decided by arbitration conducted by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, as then in effect, except as provided below. Any such arbitration shall be held before three arbitrators who shall be selected by mutual agreement of the parties; if agreement is not reached on the selection of the arbitrators within fifteen (15) days, then such arbitrator(s) shall be appointed by the presiding Judge of the court of jurisdiction of the agreement.</td>
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<tr>
<td>B3.2</td>
<td>The provisions of the Construction Industry Arbitration Rules of the American Arbitration Association shall apply and govern such arbitration, subject, however to the following:</td>
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<tr>
<td>B3.3</td>
<td>Any demand for arbitration shall be writing and must be made within a reasonable time after the claim, dispute or other matter in question as arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based on such claim, dispute or other matter would be barred by the applicable statute of limitations.</td>
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<tr>
<td>B3.4</td>
<td>The arbitrator or arbitrators appointed must be former or retired judges, or attorneys at law with last ten (10) years' experience in construction litigation.</td>
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<td>B3.5</td>
<td>All proceedings involving the parties shall be reported by a certified shorthand court reporter, and written transcripts of the proceedings shall be prepared and made available to the parties.</td>
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<tr>
<td>B3.6</td>
<td>The arbitrator or arbitrators must be made within and provide to the parties factual findings and the reasons on which the decisions of the arbitrator or arbitrators is based.</td>
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<tr>
<td>B3.7</td>
<td>Final decision by the arbitrator or arbitrators must be made within ninety (90) days from the date of the arbitration proceedings are initiated.</td>
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<tr>
<td>B3.8</td>
<td>The prevailing party shall be awarded reasonable attorneys' fees, expert and non-expert witness costs and expenses, and other costs and expenses incurred in connection with the arbitration, unless the arbitrator or arbitrators for good cause determine otherwise.</td>
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<tr>
<td>B3.9</td>
<td>Costs and fees of the arbitrator or arbitrators shall be borne by the non-prevailing party, unless the arbitrator or arbitrators for good cause determine otherwise.</td>
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<tr>
<td>B3.10</td>
<td>The award or decision of the arbitrator or arbitrators, which may include equitable relief, shall be final, and judgment may be entered on it in accordance with applicable law in any court having jurisdiction over the matter.</td>
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</table>
January 30, 2019

Kyle T. Perata, Acting Principal Planner
City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025

Subject: REVISED Proposal to Prepare the Environmental Review Documentation for the 111 Independence Drive Project

Dear Mr. Perata:

LSA Associates, Inc. (LSA) is pleased to submit this proposal for the preparation of the environmental review documentation for the proposed 111 Independence Drive Project (project), pursuant to the California Environmental Quality Act (CEQA). Per discussions with you and based on further consideration and review of the project materials, we believe that preparation of an Initial Study and Focused Environmental Impact Report (EIR) will be the appropriate level of CEQA review for the project. The following proposed work program reflects this level of effort. This proposal replaces and supersedes the scope of work, budget, and schedule submitted to you on January 7, 2019.

Preparation of the environmental review documentation will be staffed by Theresa Wallace, AICP, who will serve as Principal in Charge and Project Manager and Matthew Wiswell, Planner who will serve as Assistant Project Manager and prepare the non-technical inputs and analysis and provide planning and project management assistance as necessary. LSA technical specialists will include Amy Fischer, Principal, and Cara Carlucci, Planner, who will prepare the air quality, greenhouse gas emissions, and noise analyses. Resumes for LSA staff are included as an attachment to this proposal, as well as a summary of LSA's recent project experience and qualifications to complete this assignment. LSA will be joined by Kittelson & Associates, Inc. who will prepare a Transportation Impact Analysis and Keyser Marston Associates (KMA) who will prepare a Housing Needs Assessment.

A. PROJECT UNDERSTANDING

Our understanding of the project is based on review of the June 18, 2018 Staff Report to the Planning Commission regarding the proposed project. The proposed project would include development of an approximately 87,499 square foot, eight-story multi-family apartment building with 94 dwelling units and associated improvements at 111 Independence Drive in the City of Menlo Park. The approximately 0.945 acre project site is located north of US 101 and east of Marsh Road near the US 101 and Marsh Road interchange. The site is currently developed with a 15,000 square-foot single-story office building, which would be demolished as part of the proposed project. The site is primarily developed with the existing building and surface pavements, with landscaped areas along the site perimeter fronting Independence Drive. The site is located within the City's Residential Mixed Use-Bonus (R-MU-B) zoning district.
The proposed project includes a request for an increase in height, density, and floor area ratio under the bonus level development allowance in exchange for community amenities. The proposed project would require a Use Permit for bonus-level development and potential modifications to certain design standards, architectural review, and a below-market rate housing agreement to provide on-site below market rate units in accordance with the City’s Below Market Rate Ordinance. Additional actions and entitlements may also be required.

B. WORK PROGRAM APPROACH

The approach to environmental review of the 111 Independence Drive project includes the preparation of an Initial Study as a preliminary environmental document, which will contain an evaluation and discussion of environmental topics to be excluded from full analysis in the Focused EIR. The analysis in the Initial Study and Focused EIR is anticipated to be streamlined and would tier off of the program-level EIR prepared for the City’s General Plan (referred to as ConnectMenlo).

The Initial Study will fully document the finding that topics not addressed in detail in the EIR would not be associated with significant environmental impacts. Standard conditions of approval may be recommended in the Initial Study to support the conclusions that the topics evaluated in the Initial Study would not result in adverse environmental effects, as necessary. The Initial Study will be circulated for public comment along with the Notice of Preparation indicating that a Focused EIR will be prepared.

Based on LSA’s review of the ConnectMenlo EIR and the proposed project materials, it anticipated that potential impacts associated with aesthetics; agriculture and forestry resources; biological resources; cultural resources; geology and soils; hazards and hazardous materials; hydrology and water quality; land use and planning; mineral resources; parks and recreation; public services; tribal cultural resources; and utilities and service systems would be less than significant or could be addressed with standard conditions of approval or mitigation measures.

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

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

**TASK A. PROJECT INITIATION**

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

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

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

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

2. **Data Gathering and Evaluation**

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

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

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

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**Table 1: Work Program Outline**

<table>
<thead>
<tr>
<th>TASK A. PROJECT INITIATION</th>
<th>TASK B. INITIAL STUDY</th>
<th>TASK C. ENVIRONMENTAL IMPACT REPORT</th>
<th>TASK D. RESPONSE TO COMMENTS DOCUMENT</th>
<th>TASK E. PUBLIC HEARINGS AND MEETINGS</th>
<th>TASK F. PROJECT MANAGEMENT</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td>e. Noise</td>
<td>5. Administrative Record</td>
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<td>2. Alternatives Analysis</td>
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<td>3. Other CEQA Considerations</td>
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<td>4. Administrative Draft EIR</td>
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<td>5. Screencheck Draft EIR</td>
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<td>6. Public Review Draft EIR</td>
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</table>
necessary, and recommend any needed changes to the proposed work program (see Task A.5, below).

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

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

4. Project Description

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

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

5. Work Program Refinement

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

TASK B. INITIAL STUDY

An Initial Study will be prepared in accordance with CEQA and City guidelines; LSA will utilize the Environmental Checklist Form (Appendix G of the CEQA Guidelines) to focus-out environmental topics that do not warrant detailed analysis in the EIR. The Initial Study would include a brief project description documenting existing conditions, project impacts for the checklist topics, applicable City Conditions of Approval, and resulting level of significance for each of the checklist topics.
Based on LSA’s review of the ConnectMenlo Draft EIR and preliminary review of the proposed project and existing site conditions, LSA believes that the following environmental issue topics will require detailed review in the EIR: population and housing; transportation and circulation; air quality, greenhouse gas emissions; and noise. These topics will therefore only be briefly addressed in the Initial Study. If the analysis in the Initial Study finds that the project would result in significant impacts to other aspects of the physical environment, these topics will also be incorporated into the EIR by way of Task A.5 (Work Program Refinement). The work program for the Initial Study is outlined below.

1. **Administrative Draft Initial Study**

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

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

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

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

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

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

c. **Biological Resources.** The project site is located in a developed area within the City of Menlo Park. Vegetation on or in the immediate vicinity of the project site is limited to ornamental landscaping. LSA will provide brief responses to the checklist questions for this topic and will identify standard mitigation measures to address potential impacts related to nesting birds, if necessary.

d. **Cultural Resources.** The existing single-story office building on the site was constructed in approximately 1972 and is less than 50 years of age. The building does not appear to represent a distinctive association with important events or architectural trends. This scope is based on the
assumption that the building would be demolished and would not warrant additional study because its age, appearance, form, and construction history do not reasonably have the potential to qualify as a historical resource under CEQA. LSA will utilize information provided by City staff, including reference to any applicable historical resource surveys, and the ConnectMenlo EIR to confirm this assumption.

LSA will provide brief responses to the checklist questions related to impacts on historical resources, archaeological resources, paleontological resources (fossils), and human remains. Standard conditions of approval or mitigation measures that address accidental discovery of previously unidentified resources will be recommended, as necessary.

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

f. Hazards and Hazardous Materials. LSA will summarize the available information on hazards and hazardous materials from the Phase I ESA, if available, and will address checklist questions related to hazardous materials and other hazards that could result from implementation of the proposed project. LSA will describe known and potentially hazardous materials issues in the project area and immediate vicinity based on information collected from available reports. Other tasks will include a description of any potential project-related interference with emergency response or emergency evacuation plans and a description of local fire hazards.

g. Hydrology and Water Quality. Development of the proposed project would alter existing drainage conditions on the project site including through the change in the amount and location of pervious and impervious surfaces. LSA will qualitatively evaluate potential impacts to hydrology and water quality and will respond to checklist questions related to water quality, groundwater resources, groundwater recharge, flooding, and erosion. The analysis will be based on stormwater drainage plans provided by the project sponsor, stormwater requirements C.3 data forms (if available), ConnectMenlo EIR information, and discussions with City staff. If required, mitigation measures will be identified.

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

i. Mineral Resources. It is anticipated that the project will have no effect on mineral resources. LSA will provide brief responses to the checklist questions for this topic.
j. **Public Services.** Development of the proposed project could create increased demand for public services including fire service, police service, schools, libraries, and recreation. LSA will determine if the proposed project would result in increased demand for public services to the extent that it could result in new facilities, the construction of which could cause significant environmental impacts.

k. **Recreation.** The increase in population on the site could result in an incremental increase in the demand for park and recreational services. LSA will identify existing park and recreational facilities within the vicinity and discuss any physical impacts to these facilities that could result. This section will also include a discussion of the open space and recreational facilities to be provided on site in compliance with City requirements.

l. **Tribal Cultural Resources.** LSA will respond to the checklist questions regarding tribal cultural resources. In addition, it is assumed that consultation with recognized California Native American Tribes will occur during the NOP scoping process and LSA will work with the City to identify potentially interested tribes that may be traditionally and culturally affiliated with the geographic area of the proposed project. Should the City require more formal consultation assistance pursuant to Assembly Bill 52, LSA can assist with this task as necessary and may request a portion of the contingency amount to complete this task.

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

2. **Screencheck Draft Initial Study**

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

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

3. **Public Review Draft Initial Study**

Final changes to the Screencheck Draft Initial Study will be made based on minor comments from the City. The Initial Study would be circulated with the NOP (refer to Task A.3).
TASK C. ENVIRONMENTAL IMPACT REPORT

Based on LSA’s review of the ConnectMenlo Draft EIR and preliminary review of the proposed project and existing site conditions, LSA believes that the following environmental issue topics will require detailed review in the EIR: population and housing; transportation and circulation; air quality; greenhouse gas emissions, and noise. The work program for the EIR is outlined below.

1. Setting and Impacts

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

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

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

c. Air Quality. Development activity associated with implementation of the proposed project could increase pollutant concentrations in Menlo Park through increased vehicle trips and construction. This increase could contribute to existing air pollution in the San Francisco Bay Area Air Basin and has the potential to exceed regional air emission thresholds established by the Bay Area Air Quality Management District (BAAQMD). Construction activities associated with project development, including building demolition, grading, and ground disturbance, could increase concentrations of particulate matter and could expose sensitive receptors to toxic air contaminants. The project is also located near high volume roadways including SR-84, US 101, and Marsh Road which could expose future residents of the site to toxic air contaminants.

LSA will conduct an air quality analysis for the Focused EIR consistent with the BAAQMD CEQA Guidelines in compliance with the ConnectMenlo EIR’s Mitigation Measures AQ-3a and AQ-3b. The
air quality analysis for the project will include the following components: (1) assessment of baseline air quality in the area based on data from the BAAQMD and California Air Resources Board (CARB); (2) quantitative assessment of project construction and operational impacts using the California Emissions Estimator Model (CalEEMod) (where possible, construction details, such as duration of construction period and equipment used, should be provided to LSA - otherwise default model assumptions will be utilized); (3) quantitative assessment of project construction and operational health risk impacts. Based on the project's location and proximity to US 101, Marsh Road, and SR-84, and consistent with the requirements of Mitigation Measure AQ-3B, a health risk assessment (HRA) would be required to determine the potential health risk to future residents of the project site. The construction HRA will focus on off-site sensitive receptors. LSA will prepare a project-specific HRA using the air dispersion model AERMOD. The Air Quality chapter of the Focused EIR will describe the incremental cancer risk, PM$_{2.5}$ concentrations, and the non-cancer hazard index levels associated exhaust emissions from the adjacent roadways. The HRA will be prepared in accordance with the policies and procedures of the State Office of Health Hazard Assessment (OEHHA) and the BAAQMD. The analysis will include the recommended breathing rate, age sensitivity factors, and body weight appropriate for children ages 0 to 16 years. Calculations and cancer risk contours will be provided in the appendix of the EIR; (4) assessment of odor impacts; and, (5) recommendation of mitigation measures consistent with the BAAQMD guidelines, if necessary, including measures that would be capable of reducing any potential cancer and non-cancer risks to an acceptable level.

d. Greenhouse Gas Emissions. LSA will evaluate the project's impacts on global climate change in the Focused EIR, consistent with the requirements of the BAAQMD. LSA will provide a quantitative assessment of greenhouse gas emissions associated with all relevant sources related to the project for which project data are available, including construction activities using emissions model CalEEMod. LSA will also provide a qualitative assessment of the project's consistency with relevant plans and regulations, including the City of Menlo Park's Climate Action Plan.

e. Noise. The proposed project would generate new vehicle trips in the project vicinity which could lead to an unacceptable increase in noise levels. The project also is located near US 101 which could expose future residents of the site to unacceptable noise levels. LSA will prepare a noise analysis for the proposed project as part of the Focused EIR. The noise analysis will include the following components: 1) a description of the regulatory framework for noise based on City of Menlo Park General Plan standards and the Municipal Code noise ordinance; 2) quantitative description of existing noise conditions in and around the project site based on one long-term and up to four short-term noise measurements; 3) quantitative assessment of noise impacts on sensitive receptors related to project construction and operation; 4) noise compatibility assessment based on the location of project in relation to roadway noise and other noise sources based on the noise monitoring results; 5) evaluate potential vibration impacts related to project construction and operation; and if required, 6) preparation of mitigation measures consistent with best practices LSA will determine if upgraded window and wall assemblies are necessary to meet interior noise standards.

2. Other CEQA Considerations

LSA will prepare the appropriate conclusions to fulfill CEQA requirements by providing an assessment of several mandatory impact categories, including:
• Growth inducement;
• Significant effects that cannot be avoided if the proposed project is implemented;
• Significant irreversible environmental changes if the proposed project is implemented; and
• Effects found not to be significant.

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

3. Alternatives

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

According to the CEQA Guidelines, alternatives may be evaluated in less detail than the project; therefore, the alternatives analysis in the EIR will generally be undertaken at a qualitative level. Alternatives can be a key issue of community concern. Therefore, the discussion will be of sufficient detail to evaluate the benefits and drawbacks of each alternative, and to provide some qualitative conclusions regarding the alternatives. Based on this analysis, the Environmentally Superior Alternative will be identified (as required by CEQA).

4. Administrative Draft EIR

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

Up to three (3) paper copies of the Administrative Draft EIR (with appendices) and one (1) CD in Microsoft Word and PDF format will be submitted to City staff for distribution, review, and comment. LSA will discuss comments on the Administrative Draft EIR with the City over the phone or in person.

5. Screencheck Draft EIR

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

Up to three (3) paper copies of the Screencheck Draft EIR will be provided for review by City staff to verify that all requested changes have been made. LSA will also provide the City with three (3)
compare versions of the Screencheck Draft. This version will show text changes made to the Administrative Draft EIR in underline and strikeout for the City to more easily confirm that all comments and edits are fully incorporated into the Screencheck Draft.

6. **Public Review Draft EIR**

LSA will make any minor necessary revisions to the Screencheck Draft EIR and prepare the public review Draft EIR. Up to 15 paper copies, including all appendices and 10 CD copies of the document in PDF format will be prepared. LSA will prepare a Notice of Completion, in accordance with the CEQA Guidelines, and coordinate with the City to distribute the Draft EIR pursuant to CEQA and City review procedures. LSA will be responsible for distributing the NOC to the State Clearinghouse including fifteen (15) paper copies of the Summary Chapter.

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

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

1. **Administrative Draft RTC Document**

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

Up to three (3) paper copies of the Administrative Draft RTC Document and one (1) CD in Microsoft Word and PDF format will be submitted to City staff for distribution, review and comment. LSA will discuss comments on the Administrative Draft RTC Document with the City over the phone or in person.

2. **Screencheck Draft RTC Document**

Working from a single set of consolidated and non-contradictory comments, LSA will amend the Administrative Draft RTC Document and prepare a Screencheck version. Up to three (3) clean paper copies and three (3) compare versions of the Screencheck version of the RTC Document will be provided to verify that all changes have been made. The compare version will show text changes made to the Administrative Draft RTC Document in underline and strikeout for the City to more easily confirm that all comments and edits are fully incorporated into the Screencheck Draft.
3. **Final RTC Document**

Upon successful completion and approval of the Screencheck Draft RTC Document, LSA will provide up to 15 paper copies of the RTC Document for public distribution and submittal to the City. LSA will provide a draft Notice of Determination (NOD) for the City to file with the County Clerk upon certification of the EIR.

4. **Mitigation Monitoring and Reporting Program**

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

5. **Administrative Record**

LSA will compile the Administrative Record related to preparation of the CEQA documents and provide the appropriate documentation to the City as part of the Final EIR. This task will include compilation of the Administrative Record in a binder format, organized by subject. Electronic files of the documentation will also be provided on a CD.

**TASK D. PUBLIC HEARINGS AND MEETINGS**

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

**TASK E. PROJECT MANAGEMENT**

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

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

The proposed preliminary schedule for this scope of work is shown in Table 2. The schedule assumes a start date of February 11, 2019 but could be adjusted if an earlier start date is anticipated. The Administrative Draft EIR will be submitted to the City within 2 weeks of completion of the transportation impact analysis inputs by Kittelson & Associates and regional housing needs assessment prepared by KMA.

Table 2: Proposed Preliminary Schedule

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<th>Milestone</th>
<th>Responsible Party</th>
<th>Duration</th>
<th>Dates</th>
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<tr>
<td>Authorization to Proceed</td>
<td>City</td>
<td></td>
<td>Feb 11, 2019</td>
</tr>
<tr>
<td>Draft Project Description and Initiation Tasks</td>
<td>LSA</td>
<td>2 weeks</td>
<td>Feb 25, 2019</td>
</tr>
<tr>
<td>Review Project Description/Provide Requested Info Needs</td>
<td>City/Applicant</td>
<td>1 week</td>
<td>Mar 4, 2019</td>
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<tr>
<td>Prepare Administrative Draft Initial Study</td>
<td>LSA</td>
<td>6 weeks</td>
<td>Mar 25, 2019</td>
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<tr>
<td>Review Administrative Draft Initial Study</td>
<td>City</td>
<td>2 weeks</td>
<td>Apr 8, 2019</td>
</tr>
<tr>
<td>Prepare Screencheck Draft Initial Study/Draft NOP</td>
<td>LSA</td>
<td>1 week</td>
<td>Apr 15, 2019</td>
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<tr>
<td>Review Screencheck Draft Initial Study/Draft NOP</td>
<td>City</td>
<td>1 week</td>
<td>Apr 22, 2019</td>
</tr>
<tr>
<td>Prepare and Publish Notice of Preparation/Initial Study</td>
<td>City/LSA</td>
<td>1 week</td>
<td>Apr 29, 2019</td>
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<td>NOP Scoping Meeting</td>
<td>City/LSA</td>
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<td>Close of Notice of Preparation Comment Period</td>
<td>K&amp;A</td>
<td>30 days</td>
<td>May 28, 2019</td>
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<td>Prepare Admin Draft Transportation Analysis EIR Inputs</td>
<td>K&amp;A</td>
<td>12 weeks</td>
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<td>Review Administrative Draft EIR</td>
<td>LSA</td>
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<td>May 20, 2019</td>
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<td>Prepare Screencheck Draft EIR</td>
<td>City</td>
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<td>Jun 3, 2019</td>
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<td>Review Screencheck Draft EIR</td>
<td>LSA</td>
<td>2 weeks</td>
<td>Jun 17, 2019</td>
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<td>Prepare and Publish Draft EIR and Initial Study</td>
<td>City</td>
<td>2 weeks</td>
<td>Jul 1, 2019</td>
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<td>DEIR Public Comment Meeting</td>
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<td>Close of Public Review Period</td>
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<tr>
<td>Prepare Administrative RTC Document</td>
<td>LSA</td>
<td>2 weeks</td>
<td>Sep 4, 2019</td>
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<tr>
<td>Review Administrative RTC Document</td>
<td>City</td>
<td>2 weeks</td>
<td>Sep 18, 2019</td>
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<td>Prepare Screencheck RTC Document and MMRP</td>
<td>LSA</td>
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<td>Sep 25, 2019</td>
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<td>Review Screencheck RTC Document and MMRP</td>
<td>City</td>
<td>2 weeks</td>
<td>Oct 9, 2019</td>
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<tr>
<td>Prepare and Reproduce Final RTC Document and MMRP</td>
<td>LSA</td>
<td>1 week</td>
<td>Oct 16, 2019</td>
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<td>Final EIR Certification Hearing</td>
<td>City/LSA</td>
<td>&gt;10 days</td>
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E. BUDGET

For completion of the scope of work set forth in this proposal and accomplished according to the preliminary proposed schedule, LSA proposes a total budget of $156,962. We have included a 5 percent contingency amount of $7,848, which would not be used without written authorization from the City. With the contingency amount, the total budget would be $164,810. A detailed breakdown of the budget is included in Table 3.
As is always the case with LSA, we welcome the opportunity to work with you to revise the scope, schedule and/or budget to better meet your needs. We appreciate the opportunity to submit this proposal, and look forward to continuing to work with the City. If you have any questions regarding this proposal, please contact Theresa Wallace at (510) 236-6810 or contact us by email at theresa.wallace@lsa.net.

Sincerely,

LSA ASSOCIATES, INC.

Theresa Wallace, AICP
Principal

Attachment 1:  Kittelson & Associates, Inc. Scope of Work
Attachment 2:  Keyser Marston Associates Scope of Work
Attachment 3:  LSA Staff Resumes and Qualifications
Table 3: Cost Estimate for the Proposed 111 Independence Drive Project

<table>
<thead>
<tr>
<th>Task A. Project Initiation</th>
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<td>(c) Biological Resources</td>
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<td>(d) Cultural Resources</td>
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<td>(e) Geology and Soils</td>
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**TOTAL LABOR**

**TOTAL DIRECT COSTS**

**TOTAL LSA TEAM BUDGET (WITHOUT CONTINGENCY)**

**CONTINGENCY FUND**

**TOTAL LSA TEAM BUDGET WITH CONTINGENCY**

**TOTAL LSA TEAM BUDGET AT 5 PERCENT**

**TOTAL LSA TEAM BUDGET WITH CONTINGENCY**

**$156,962**
ATTACHMENT 1

Kittelson & Associates, Inc.
Scope of Work
January 4, 2019

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

RE: Menlo Park 111 Independence Drive Multifamily Development - Transportation Impact Analysis
Scope in Support of CEQA Requirement

Attached is our proposed scope of work to prepare a transportation impact analysis (TIA) section for the 111 Independence Drive Multifamily Apartment Development EIR in the City of Menlo Park. This analysis will focus on the project description and site plan recently submitted to the City. The TIA will serve as the transportation section of the environmental document for this project to satisfy the California Environmental Quality Act (CEQA) requirement. We understand the EIR can be a focused EIR that can tier off the Connect Menlo Program Level EIR. This scope was developed based on our discussions with City staff, a review of the staff report from June 2018, our understanding of the preliminary proposed development plan, our familiarity with the City, and our current work on nearby the Commonwealth EIR. We are happy to discuss it with you and the City and fine-tune it based on your comments.

We estimate the cost of our work effort to be approximately $62,112. We propose to conduct the work on a time-and-materials basis at our standard billing rates. This proposal (scope of work, budget, and timeline) is effective for sixty days.

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

Please review this proposal at your earliest convenience. Thank you for the opportunity to propose on this project. If you have any questions please call us at 510-433-8088.

Sincerely,

KITTELSOM & ASSOCIATES, INC.

[Signature]

Damian Stefanakis
Project Manager

Mike Aronson, P.E.
Principal Engineer

FILENAME: C:\USERS\DSTEFANAKIS\DOCUMENTS\MENLO_PARK_INDEP_23543\23543_MENLO_PARK_INDEPENDENCE_KAJ_SCOPE_20190104_REV.DOCX
PART A - SCOPE OF WORK

The applicant has recently submitted a project to Menlo Park for the development an eight-story multifamily apartment building of up to 108 units located at 111 Independence Drive. Figure 1 below provides a location map of the project site. Figure 2 shows the site plan, dated June 18, 2018, is shown below. Kittelson and Associates, Inc. (KAI) recognizes this may not be current so will check with the City prior to commencing with the work.

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

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

- Reduced Project Alternative 1 – TBD

The following presents Kittelson & Associates, Inc.’s (KAI) understanding of the Project, and proposed scope of work for assisting in the completion of the Transportation Section that will meet the needs and requirements of the City of Menlo Park, Caltrans, as well as City/County Association of Governments of San Mateo County (C/CAG).
Figure 1: 111 Independence Drive Location Map

Source: BDE Architecture – Location of 111 Independence Drive, 6/18/2018
Figure 2: Current Site Plan

Source: BDE Architecture – 111 Independence Drive, 6/18/2018

**TASK 1: PROJECT INITIATION AND SCOPING**

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

**TASK 2: PROJECT DESCRIPTION**

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

_Data to be obtained from the City:_

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

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

**TASK 3: DATA COLLECTION**

*Intersections*

It is our understanding that the City will be conducting their bi-annual counts in the spring of 2019. These will be provided to KAI in Excel format. KAI would use the new counts if they are available in time for this project. KAI proposes to analyze the following 15 intersections. (note: these have been paired down in coordination with City staff). All locations are similar to the nearby Commonwealth Project, but this study will utilize more recent counts (so this will require review and input of the new counts):

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)
Given there is an existing use on the site, KAI would contact the City to determine if that use is still active, and conduct driveway counts at the site in order to provide a credit for existing trip generation. If it is not active, then there will be no credit for the existing use.

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

**TASK 4: EXISTING CONDITIONS**

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

*Field Reconnaissance*

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

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

*Roadway, Transit, Bicycle, Pedestrian*

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

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

KAI will determine and report the existing intersection level-of-service (LOS) conditions for the 15 study intersections during the weekday AM and PM peak hours.

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

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

Routes of Regional Significance - CMP Segments

Since it is expected that the proposed project will not generate more than 100 PM peak hour trips, then it will not be subject to review by the San Mateo County Congestion Management Program (CMP) and its requirements.

TASK 5: DEVELOPMENT OF NEAR-TERM CONDITIONS

The Near Term or Background (Existing plus Approved) Conditions will include traffic projections of all the approved but not yet constructed developments in the study area. Near Term Conditions will also include selected roadway system improvements associated with the approved developments. The Project site is assumed to remain as current conditions under the Near Term Conditions.

According to City staff, the City VISTRO model does not include individual projects representing the near-term condition, therefore KAI will need to update the City VISTRO model with a list of relevant near-term projects to be obtained from Menlo Park, Redwood City and East Palo Alto (and Atherton). Note: City staff are currently updating the approved near-term project list for the Commonwealth project. This study will use the same information.

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

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

TASK 6: DEVELOPMENT OF CUMULATIVE NO PROJECT CONDITIONS

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

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

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

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

Intersections

KAI will determine the intersection LOS analysis for the 31 study intersections during weekday AM and PM peak hours for the Cumulative No Project Conditions using the same methodology as presented under the Existing Conditions. KAI will perform signal warrant analysis for any unsignalized study intersections.

TASK 7: TRIP GENERATION

KAI will follow similar procedures used the ConnectMenlo and other recent nearby EIRs, including the Commonwealth Corporate Center EIR, from February 2014. These will be updated per the latest Institute of Transportation Engineers (ITE) Trip Generation Manual 10.
KAI will use published trip generation rates in the Institute of Transportation Engineers (ITE) Trip Generation Manual 10th Edition to determine the total trip generation for the Project. This will be determined for the weekday Daily, AM, and PM peak hours. KAI will provide a recommended trip generation, including any TDM or pass by reductions for review by the City. Since the project does not include multiple uses or retail uses, it will therefore have little reduction associated with mixed-use, pass-by trips and transit trips.

**TASK 8: TRIP DISTRIBUTION, AND ASSIGNMENT**

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

**TASK 9: IMPACT ANALYSIS**

Impact findings will follow City of Menlo Park General Plan and traffic impact guidelines. Currently the guidelines are level of service-based as the City has not adopted impact thresholds for VMT. However, the traffic analysis will report project VMT for informational purposes.

**Intersections**

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

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

Impacts will only be identified for the plus project conditions. KAI will also prepare a signal warrant analysis for unsignalized study intersections.

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

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

**Air/Noise/GHG data**

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

**TASK 10: OTHER TOPICS**

**Congestion Management Program**

Not required for this study.

**Pedestrian and Bicycle Facilities**

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

**Transit Facilities**

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

**Parking Assessment**

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

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

Emergency Access

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

Air Traffic

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

Construction

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

C/CAG Transportation Demand Management Requirement

As part of the land use element of the CMP, all projects that generate 100 or more new trips during the AM or PM peak hour are required to implement TDM programs that have the capacity to reduce the demand for new peak-hour trips. (This may not be required for this study).

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

KAI will also make recommendations of how the City could monitor the effectiveness of TDM measures.

TASK 11: DEVELOP MITIGATION MEASURES

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

**TASK 12: PROJECT ALTERNATIVES**

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

**TASK 13: TRAFFIC SECTION**

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

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

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

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

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

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

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

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

**TASK 14: MEETINGS**

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

**Exclusions:**

- All study scenarios will be evaluated based on existing intersection geometrics. Should significant impacts be determined with the proposed project development, mitigation measures which may include changes to the intersection geometrics will be recommended;
- Any material modifications to the site plan, driveway locations or project description once KAI has begun the traffic analysis may constitute a change in work scope and/or budget;
- Should analysis of additional phases, scenarios, intersections, or roadway segments be requested, or more than one Administrative Draft report, or additional meetings, then a modification to this scope and budget will be requested.
- Should additional time be necessary to prepare the Final EIR beyond the budgeted hours (as it is unknown how many comments or the level of effort that will be required to respond to Draft EIR comments) we will request additional budget at that time, and proceed only after receiving written authorization for additional services;
- Any services not explicitly identified above are excluded.
PART B – PROPOSED BUDGET & SCHEDULE

Budget

We propose to conduct the work on a time-and-materials basis at our standard billing rates. The cost to complete the scope of work described in Part A will be $62,112. Direct costs are estimated at $237 for travel and other reimbursables. Table 1 presents the detailed estimated labor hours and cost by task. Our standard billing rate schedule is attached.

Schedule

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

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

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

This schedule shall be equitably adjusted as the work progresses, allowing for changes in scope, character or size of the Project requested by you, or for delays or other causes beyond our reasonable control.
### Table 1: Estimated Labor Hours and Budget by Task

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Notes</th>
<th>Staff</th>
<th>Design/</th>
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#### Table: Estimated Labor Hours and Budget by Task

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<th>Task</th>
<th>Hours</th>
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<thead>
<tr>
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<tr>
<td>Meeting</td>
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<td>$1,230</td>
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</tbody>
</table>

**TOTAL HOURS** | 17 | 143 | 9 | 180 | 34 | $7,695 | $10,755 | $1,356 | $5,090 | $2,727 | $1,230 |

**TOTAL LABOR COST** | $7,695 | $10,755 | $1,356 | $5,090 | $2,727 | $1,230 |

**TOTAL REMAINING BUDGET** | $4,945 |
ATTACHMENT 2

Keyser Marston Associates
Scope of Work
November 16, 2018

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

Re: Proposed Scope of Services to Prepare a Housing Needs Assessment for the
111 Independence Drive Project

Dear Ms. Wallace:

Keyser Marston Associates, Inc. ("KMA") is pleased to present the enclosed proposed scope of services to prepare a Housing Needs Assessment ("HNA") for the City of Menlo Park addressing the proposed 111 Independence Drive Project. The Project consists of a new 94-unit multifamily residential building that replaces an existing 15,000 square foot office building.

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

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

In addition, KMA has been contracted to prepare a fifth HNA for an office project. This prior work provides a foundation for the analysis of 111 Independence Drive which can be leveraged to complete the work more efficiently.

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

- Net effect on housing supply and housing need by affordability level from construction of new housing units and removal of the existing office use;
- Estimated geographic distribution of housing supply / demand effects by jurisdiction; and

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

We understand that the HNA must be prepared consistent with the terms of the recent settlement agreement between the City of East Palo Alto and Menlo Park. The enclosed scope of service is designed to provide the analyses contemplated by the settlement agreement. However, we would be happy to discuss potential refinements to the scope of services and budget to ensure the HNA addresses the City's needs and satisfies the intent of the agreement with East Palo Alto.

The scope of services for the HNA is enclosed as Attachment A. Please let me know if you have any questions or comments regarding this proposed scope of services.

Sincerely,

KEYSER MARSTON ASSOCIATES, INC.

David Doezema

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

The following scope of services is for preparation of a Housing Needs Assessment (HNA) addressing the 111 Independence Drive Project ("Project"). The HNA will address the following major housing-related topics:

1) Net impact on housing supply and housing need by income level considering:
   a. Housing supply added by the Project;
   b. Reduction in worker housing need from removal of the existing office building; and
   c. Added worker housing need associated with the residential units, based on applying the findings of the City's existing residential nexus analysis.

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

3) Qualitative evaluation of potential influence on the regional housing market, including possible moderating effects on housing prices and rents from the addition of new housing that potentially could counteract, to some degree, conditions contributing to displacement of existing residents of lower income communities in the local area.

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

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

The analysis approach reflected in this scope of services is generally consistent with other HNAs previously prepared for the City by KMA.
Task 1 - Project Initiation and Data Collection

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

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

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

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

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

a. Housing Supply Addition by Income Level – The 94 units to be added to the housing supply by the Project will be summarized based on the proposed income level applicable to the below market rate affordable units and the estimated income level applicable to market rate units. The income level for market rate units will utilize rent estimates provided by the applicant or will be estimated by KMA based on an analysis of rental market data for comparable projects.

b. Reduction in Worker Housing Demand - The reduction in worker housing demand associated with removal of existing office space will be based on the estimated number of employees in the existing building and household size ratios developed from Census data. The reduction in demand by income level will be estimated using a methodology consistent with other recent HNAs prepared for the City. The analyses utilize a combination of Bureau of Labor Statistics, Census, and California Employment Development Department data to estimate the household incomes of workers.

c. Housing Demand for Off-site Jobs Supported by Residential Development of new residential units adds to the demand for services such as retail, restaurants, healthcare and education. The City has an existing residential nexus study that addresses housing impacts of new residential development. KMA will apply findings of the existing residential nexus study to the Project to estimate housing demand by income level. The residential nexus study includes consideration of multiplier effects; therefore, multiplier effects will be considered in the analysis by virtue of applying the nexus study findings.

d. Net Housing Demand / Supply Effect – The net housing supply / demand effects will be computed by combining the findings of the above analyses.
Task 3 – *Commuting and Geographic Distribution of Housing Supply / Demand Effects*

The prior task determines the total housing supply and demand effects irrespective of geography. In this task, the geographic distribution is estimated. The new housing units will be located in Menlo Park. Removal of the office building will have the effect of reducing housing demand in the locations where existing workers live. Estimates of geographic distribution of housing demand effects will be based upon data on commute patterns available through a special tabulation of the U.S. Census, or will use project-specific data if available.

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

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

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

The proposed qualitative discussion of housing market effects and displacement is more limited in scope than has been provided for past HNAs addressing non-residential projects. The proposed approach reflects the nature of the Project, which adds housing, and therefore potentially somewhat alleviates rather than contributes to displacement.

Task 5 – *Report Preparation*

The methodology, data sources, results and implications of the HNA will be documented in a written report. This scope assumes one draft version of the report for review and one final report.

Task 6 – *Responses to DEIR Comments*

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

KMA proposes to complete this scope of services for the 111 Independence Project on a time and materials basis for an amount not to exceed $20,500 per the estimate below. The proposed budget assumes cost efficiencies from adapting materials from prior HNAs prepared by KMA for the City of Menlo Park. A copy of our current rate schedule is attached.

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

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

*Rates for individuals in these categories will be increased by 50% for time spent in court testimony.*
ATTACHMENT 3

LSA Staff Resumes and Qualifications
PROFESSIONAL RESPONSIBILITIES

Theresa Wallace has 15 years of experience in managing and preparing a variety of environmental documents including CEQA initial studies/mitigated negative declarations and environmental impact reports and NEPA technical studies, environmental assessments, and environmental impact statements.

Ms. Wallace serves as both Principal in Charge and Project Manager for the environmental documentation of a diversity of public and private development and redevelopment projects, on both urban infill and greenfield sites. Current and recent projects include: a number of residential, commercial, office, institutional, and mixed-use projects as well as public park master plans and facilities; roadway expansions and bridge construction; and bicycle and pedestrian paths and trails.

As Principal in Charge, Ms. Wallace oversees on-call environmental services contracts involving multiple assignments, as well as individual CEQA contracts. She establishes working relationships with local agency representatives; interfaces with clients and project teams; makes presentations at community meetings and public hearings; directs marketing efforts in the areas of environment and land use; and supervises junior staff. She is ultimately responsible for ensuring that LSA’s products are completed to the highest quality standard and meet the requirements of the client. Her direction to environmental team members aims to ensure an internally-consistent, coherent document that fulfills all CEQA requirements.

PROJECT EXPERIENCE

At present, Ms. Wallace is serving as Principal in Charge of on-call environmental services contracts with the cities of Berkeley, El Cerrito, and Hayward. The CEQA projects she is overseeing for these jurisdictions involve mixed-use, residential, and industrial uses.

Ms. Wallace is the Principal/Project Manager for the 1900 Fourth Street Project EIR for the City of Berkeley and the 500 Turk Initial Study and Focused EIR and 598 Brannan Street Initial Study and Focused EIR for the City and County of San Francisco, all of which include the redevelopment of underutilized blocks of industrial and commercial sites with a mix of residential, office, research and development and/or commercial uses.

Ms. Wallace also served as the Principal/Project Manager for the 1548 Maple Street Project EIR for the City of Redwood City, which includes analysis of a proposed townhome community on the City’s waterfront. She also managed the California State University Maritime Academy Physical Master Plan EIR in Vallejo, which includes analysis of both project and program-level development expected to occur on the campus over the next 5 to 20 years. The EIR was certified in July 2018.
PROFESSIONAL EXPERIENCE

Principal
LSA
Point Richmond, CA
June 2005–Present

Environmental Planner
Nichols-Berman
Benicia, CA
January 2005 – June 2005

Environmental Analyst
Russell Associates
Palo Alto, CA
October 2003 – May 2005

PROJECT EXPERIENCE (CONTINUED)

The following is a selected list of her recently-managed projects:

- Children's Hospital and Research Center Oakland EIR for the City of Oakland
- Iron Horse Trail Overcrossings Project CEQA Documentation for the City of San Ramon
- Stanford Avenue Staging Area Expansion Project EIR for the East Bay Regional Park District
- 1601 Mariposa Street Mixed Use Project EIR for Related California/City and County of San Francisco
- Fifth and Mission (SM) Project EIR for Forest City/City and County of San Francisco
- Rocketship Redwood City Charter School IS/MND for the City of Redwood City
- Industrial Area General Plan Text and Zoning Code Amendments and 372-374 Turquoise Street Project IS/MND for the City of Milpitas
- 2201 Dwight Way Project EIR for the City of Berkeley
- College Park High School Athletic Facilities Improvements Project IS/MND for the Mount Diablo Unified School District
- 676 El Camino Real Surface Parking Lot IS/MND for the City of San Carlos
- Lakehouse Commons CEQA for UrbanCore-Integral LLC
- Cabello Subdivision IS/MND for the City of Union City
- Mindego Gateway IS/MND for the Midpeninsula Open Space District
- California Maritime Academy Police Building IS/MND for the California State University
- California Maritime Academy Physical Education and Pool Facility IS/MND for the California State University
- California Maritime Academy Master Plan EIR Addendum for the Dining Center Replacement Project for the California State University
- Downtown Family Development Project CEQA/NEPA Documentation for the City of Mountain View
- Buchanan Street Bicycle/Pedestrian Plan CEQA/NEPA Documentation for the City of Albany
- 680 Trail IS/MND for the County of Marin
- Green Valley Plaza Project Focused EIR and Initial Study for the City of Fairfield
- Downtown Specific Plan EIR for the City of Oakley
- Napa County Health and Human Services Agency Campus Focused EIR and Initial Study for the County of Napa
PROFESSIONAL RESPONSIBILITIES
Matthew Wiswell is a CEQA specialist with a solid understanding of principles of planning that he applies to environmental analysis. At LSA, Mr. Wiswell manages the preparation of CEQA and NEPA documents and provides planning and technical assistance to project managers on a variety of complex planning and environmental documents for development and infrastructure projects, school facility improvements, and City-sponsored plans and programs.

PROJECT EXPERIENCE
California Maritime Academy Master Plan EIR
Vallejo, CA
Mr. Wiswell drafted the non-technical sections for the Master Plan EIR, certified in 2018. Last updated in 2001, the Maritime Academy embarked on a new Master Plan to serve the institution through 2032. Mr. Wiswell prepared sections related to aesthetics and visual resources, land use; population, housing, and employment; public services; and utilities.

Walnut Creek North Downtown Specific Plan EIR
Walnut Creek, CA
Mr. Wiswell is assisting in the preparation of the EIR for the Walnut Creek North Downtown Specific Plan. The North Downtown Specific Plan presents a vision for Walnut Creek in the vicinity of the Ygnacio Valley Road corridor that consolidates land uses and expands opportunities for alternative transportation. Mr. Wiswell contributed on sections related to land use; aesthetics; population, housing, and employment; public services; and utilities.

Burlingame Community Center IS/MND
Burlingame, CA
The City of Burlingame is preparing to construct a new community center to serve existing and projected demand for City-sponsored programming and services. Mr. Wiswell is managing the CEQA process, which includes incorporating a transportation impact analysis and robust noise analysis.

Novato Boulevard Improvements Project EIR
Novato, CA
The City of Novato is proposing to make improvements along Novato Boulevard between Diablo Avenue and Grant Avenue, the last, and most challenging, portion of Novato Boulevard to be improved. Mr. Wiswell is assisting in the management of the CEQA process, and is contributing to the Initial Study and EIR chapters related to land use and population and housing.

1548 Maple Street Project EIR
Redwood City, CA
Certified in 2017, Mr. Wiswell assisted with the preparation of the EIR for the 1548 Maple Street Project in Redwood City. The proposed project included 131 townhomes and an extension of the San Francisco Bay trail on approximately 8 acres along Redwood Creek. Mr. Wiswell assisted with the Initial Study, and contributed to EIR chapters concerning land use and planning and utilities.
PROFESSIONAL EXPERIENCE

LSA
Point Richmond, CA
2016-Present

Environmental Intern
County of San Luis Obispo Planning & Building Department
December 2015 - June 2016

PROJECT EXPERIENCE (CONTINUED)

Pittsburg Making Waves Charter School Project EIR
Pittsburg, CA
The Making Waves Foundation proposes a school campus and sports complex on two parcels in the City of Pittsburg. LSA is preparing the CEQA documentation under contract to the City of Pittsburg. Mr. Wiswell prepared a scope of work for a Focused EIR process and is drafting the Initial Study and all non-technical sections of the EIR.

Livermore Active Transportation Plan IS/MND
Livermore, CA
Mr. Wiswell served as project planner and prepared the non-technical sections of the IS/MND for the proposed Livermore Bicycle, Pedestrian, and Trails Active Transportation Plan (ATP) is a program/policy-level document that includes a set of goals, policies, and implementation programs for improving Livermore's bicycle and pedestrian network, and related capital projects to help accomplish the proposed Plan’s objectives.

Burton and Highlands Parks EIR
San Carlos, CA
Mr. Wiswell assisted in the preparation of the CEQA documentation for this park project in San Carlos. The proposed project involves the installation of new field lighting on currently unlit fields at both parks, and to upgrade the existing lighting at the parks with LED lights. Mr. Wiswell compiled the administrative record and drafted the Response to Comments.

Fremont Unified School District Environmental Services
Fremont, CA
LSA has been providing environmental services to the Fremont Unified School District since mid-2013. The Fremont Unified School District comprises 42 schools and educates 32,000 K-12 students. New facilities and renovations to older campuses are needed to accommodate a growing population. Mr. Wiswell drafted responses to the CEQA checklist for the Walters Junior High School Improvements Project, and assisted in preparation of the EIR.

Since joining LSA, Mr. Wiswell has also contributed to:

- 1717 University Avenue Project IS/MND for the City of Berkeley
- 600 Addison Street Project IS and EIR for the City of Berkeley
- 1900 Fourth Street Project for the City of Berkeley
- Eastwood Regional Recycled Water Pump Station Project IS/MND for the Irvine Ranch Water District
- GE Demolition - International Boulevard Draft EIR for the City of Oakland as a subconsultant to Geosyntec
- Half Moon Bay High School Track and Field Improvements Project EIR for Cabrillo Unified School District
PROFESSIONAL RESPONSIBILITIES

With over 19 years of experience in environmental studies, Amy Fischer has performed principal-level review or conducted over more than 200 CEQA/NEPA related and/or stand-alone air quality and greenhouse gas impact studies for community plans, development projects, and infrastructure improvements. She is experienced with the models and methods used to assess both air and greenhouse gas impacts. As the Director of LSA's Air Quality Services, she monitors State and federal standards, case law, and scientific research to make sure that LSA's analyses reflect the rapid changes in this evolving field. In keeping with LSA's commitment to senior level management, as the Principal-in-Charge, Ms. Fischer maintains substantive involvement with projects as a means of assuring high quality products and balanced professional consultation. She works closely with Project Managers and clients, and provides input on and monitors the scope, budget, and scheduling of specific projects. Ms. Fischer is ultimately responsible for the quality of all project work, and reviews all in-house prepared text, tables, and graphics before these materials are presented to the client.

Ms. Fischer serves as principal air quality, climate change and noise analyst for CEQA/NEPA and planning documents. She has a comprehensive knowledge of the CEQA requirements for air districts throughout California. Her experience is in assessing plan- and project level air impacts ranging from criteria pollutant analysis to dispersion modeling and health risk assessments using the latest air quality modeling tools. She is skilled in air quality assessment models including: The California Emissions Estimator Model (CalEEMod), Emission Factor models (EMFAC/OFFROAD), Road Construction Estimator Model (RoadMod) and Line Dispersion Models (CALINE). She designs emission reduction strategies to reduce project specific air impacts.

Ms. Fischer recently provided principal-level review for the topical CEQA analyses for the following projects:

- **Air Quality Impact Analysis Land Use and Urban Design Elements for the City of Long Beach**
- **Kaiser Permanente Baldwin Park Medical Center Parking Structure Expansion and Medical Office Building MND for Kaiser Permanente**
- **Air Quality and Greenhouse Gas Analysis for the Operations Center and Site Consolidation Project for the Moulton Niguel Water District**
- **West Alton Parcel Development DEIR Air Quality and Greenhouse Emissions Technical Appendices Peer Review**

Ms. Fischer also contributed to the Greenhouse Gas Emissions Reduction Strategy for the City of Hope Campus Plan. Ms. Fischer was also the primary author of the Air Quality, Greenhouse Gas, and Noise sections of the San Francisco General Hospital Rebuild Project EIR as well as the Children's Hospital and Research Center Oakland Campus Master Plan EIR.
PROFESSIONAL EXPERIENCE
Principal
LSA Associates, Inc.
July 2005-present
Transportation Planner
VRPA Technologies
2002-2005
Planning Coordinator
Council of Fresno County Governments
2000-2002
Air Quality Planner
San Joaquin Valley Air Pollution Control District
1999-2000

PRESENTATIONS
GIS Day 2001, Fresno State University, "GIS in Traffic Forecast Modeling"
Fresno, California
Association of Environmental Professionals, 2012, Health Risk Assessments in CEQA
Fresno, California

PROFESSIONAL AFFILIATIONS
Association of Environmental Professionals (AEP) - Director, Central Valley Chapter, 2016-present
AEP - VP of Programs, Central Valley Chapter, 2011-2015
American Planning Association (APA)

PROJECT EXPERIENCE (GHG)
Ms. Fischer also prepares quantitative analyses of greenhouse gases (GHG) that evaluate the impacts of project-related GHG emissions and project impacts to global climate change. The reports describe the existing setting and regulatory context, quantify impacts, and recommend mitigation measures, as appropriate.

Using the CalEEMod (or other local model), Ms. Fischer performs a quantitative assessment of GHG emissions associated with all relevant sources related to the project, including construction activities, new vehicle trips, electricity consumption, water usage, and solid waste generation and disposal. Ms. Fischer recently conducted the GHG analysis for the 4660 Sierra College Boulevard Commercial Project, Rocklin; the Thompson and Dakota Residential Project, Clovis; and the Balfour Road Shoulder Widening Project, Contra Costa County. Most recently she provided air quality and greenhouse gas analysis for a general plan amendment, rezoning, and annexation project for the City of Fresno.

PROJECT EXPERIENCE (HEALTH RISK ASSESSMENT)
The Air Toxics Hot Spots Information and Assessment Act of 1987 seeks to provide information to state and local agencies and to the general public on the extent of airborne emissions from stationary sources and the potential public health impacts of those emissions. Amy Fischer prepares Health Risk Assessments (HRA) using the Guidance Manual (February 2015) developed by the California Office of Environmental Health Hazard Assessment (OEHHA).

She is trained in the use of the Hot Spots Analysis and Reporting Program (HARP) model, developed by ARB, as a tool to implement the risk assessments as outlined in the Guidance Manual. Ms. Fischer has prepared HRAs for the following projects:
- 211 Airport Boulevard/Pinefino Apartments Project Health Risk Assessment, South San Francisco, CA, for Concord Design Group
- Miramonte Sanitation Transfer Station Project Health Risk Assessment, Reedley, CA, for Miramonte Sanitation
- Redwood Hills Residential Project Health Risk Analysis, Oakland, CA, for Affordable Housing Associates
- Riviera Avenue Residential Project Health Risk Assessment, Walnut Creek, CA, for Resources for Community Development
- 1601 Mariposa Mixed-Use Project Air Quality Criteria Pollutant Analysis, San Francisco, CA, for Related California
- Fremont Gateways Health Risk Assessment, Fremont, CA, for Tim Lewis Communities
PROFESSIONAL RESPONSIBILITIES

Cara Carlucci is a planner with a growing roster of experience. At LSA, she provides project management and technical assistance on a variety of planning and environmental documents including environmental assessments, initial studies, and environmental impact reports. At LSA, Ms. Carlucci has been involved in residential and commercial development projects, road improvement projects, and program-level plans. Ms. Carlucci has a strong foundation in land use planning and is well-versed in addressing impacts to air quality, greenhouse gas emissions, and noise.

Ms. Carlucci is proficient with the use of the FHWA Highway Traffic Noise Prediction Model (FHWA RD-77-108) and is proficient in air quality models including the California Emissions Estimator Model (CalEEMod) and the Roadway Emissions Estimator Model (RoadMod). Ms. Carlucci is also responsible for conducting field noise measurements with the Larson Davis SoundTrack LxT sound level meter in compliance with applicable standards.

PROJECT EXPERIENCE

At present, Ms. Carlucci is contributing to the following projects:

- **Merced Mall Expansion Project IS/MND for the City of Merced.** The proposed project would include the expansion and redevelopment of the Merced Mall by increasing leasable retail area and constructing a new movie theater. Ms. Carlucci is serving as the project planner and is preparing both technical and non-technical sections of the Initial Study/Mitigated Negative Declaration (IS/MND) for the proposed project.

- **California Maritime Academy Master Plan EIR for California State University, California Maritime Academy.** The Master Plan will cover all aspects of campus development over the next 15 years, including student enrollment growth, overall campus land use and design, building capacity and placement, circulation and infrastructure, and sustainability. Ms. Carlucci is assisting with the preparation of the Air Quality, Greenhouse Gas, and Noise sections of the EIR.

- **First Street Green Project Air Quality Impact Analysis and Noise Impact Analysis for the City of Los Altos.** LSA prepared technical studies to evaluate the proposed development that would include an office building and a public plaza in downtown Los Altos. Ms. Carlucci is assisting in the preparation of the air quality, greenhouse gas, and noise analyses.

- **Fairview Street Improvements Project for the City of Santa Ana and Caltrans District 12.** The City of Santa Ana, in cooperation with Caltrans District 12, is proposing to widen Fairview Street from 9th Street to 16th Street, including replacing the Fairview Street bridge crossing over the Santa Ana River in Santa Ana. Ms. Carlucci is serving as the project planner and is preparing both technical and non-technical sections of the Initial Study/Mitigated Negative Declaration (IS/MND) and Categorical Exclusion (CE) for the proposed project.
PROFESSIONAL EXPERIENCE

Planner,
LSA Associates, Inc.
Fresno, CA
June 2014 – present

Assistant Planner,
San Luis Ranch,
Coastal Community Builders
Pismo Beach, CA
February 2015 – June 2015

Housing Intern,
County of San Luis Obispo
Spring 2014

Planning Intern,
City of Clovis
Summer 2013

PROFESSIONAL DEVELOPMENT

CEQA Case Law Update, 2016
Advanced CEQA Workshop, 2016
NEPA Essentials Workshop, 2016
Subdivision Map Act Seminar, 2016
Farmland Preservation Workshop, 2016
AB 52 and the New Tribal Role in CEQA, 2016
Section 404 Permitting Process and Compensatory Mitigation Program, 2016
CEQA Essentials Workshop, 2015
Blueprint for Health: Planning Communities that Promote Equity, 2015
AEP Eastern Slope Conference, 2015

PROJECT EXPERIENCE (CONTINUED)

Ms. Carlucci has contributed to a diverse group of projects since joining LSA:

- Sir Francis Drake Boulevard Rehabilitation Project EIR for the County of Marin
- City of Clovis Landfill Left Turn Lane IS/MND for the City of Clovis
- Summit Estates Two Subdivision Project IS/MND for the City of Porterville
- 1548 Maple EIR for the City of Redwood City
- Marin City Community Center IS/MND for the City of Marin
- 500 Turk IS/MND for the City and County of San Francisco
- 600 Addison IS/MND for the City of Berkeley
- Redlands General Plan EIR for the City of Redlands
- American Kings Solar Project Air Quality Impact Analysis, Noise and Vibration Assessment, and EIR for Kings County
- Veranda Shopping Center Project EIR for the City of Concord
- Iron Horse Trail IS/MND for the City of San Ramon
- Gibbons Avenue Widening Project MND for the City of Porterville
- 150 Eureka Project IS/MND for the City and County of San Francisco
- 1717 University Project IS/MND for the City of Berkeley
- Opus Office Center Project Addendum for the City of Brisbane
- Walters Junior High School Project IS/MND for the Fremont Unified School District
- Chase Drive Corridor Project Phase 1B Soil Born Farms for the City of Rancho Cordova
- City of Hope Air Quality and Greenhouse Gas Memorandum for City of Hope
- Lime Kiln Road Bridge IS/MND for Tuolumne County
- 1900 Fourth Street Project EIR for the City of Berkeley
- California High-Speed Rail Project Fresno to Bakersfield Locally Generated Alternative Section Air Quality and Global Climate Change Technical Report and EIR/EIS for the California High-Speed Rail Authority
- California High-Speed Rail Project Bakersfield to Palmdale Section Air Quality and Global Climate Change Technical Report and EIR/EIS for the California High-Speed Rail Authority
- California High-Speed Rail Project Burbank to Los Angeles Section Air Quality and Global Climate Change Technical Report and EIR/EIS for the California High-Speed Rail Authority
Founded in 1976, LSA is a 100 percent employee-owned environmental consulting firm with offices throughout California. LSA offers technical expertise in the areas of environmental assessment, land use planning, transportation, air quality, climate change, noise, biology and permitting, and cultural resources. Our technical expertise is complemented by strong project management skills, dedication to quality, and exceptional responsiveness.

Throughout its 42-year history, environmental planning has been the cornerstone of LSA’s professional practice. We are thoroughly knowledgeable about the processes, procedures and technical requirements of CEQA. LSA has also prepared numerous documents to satisfy the requirements of specific agencies such as the United States Army Corps of Engineers (Corps), the California Department of Transportation (Caltrans), the Federal Highway Administration (FHWA), the United States Fish and Wildlife Service (USFWS), the California Department of Fish and Wildlife (CDFW), and the Regional Water Quality Control Board (RWQCB). This expertise includes coordination with local, state, federal, and other governmental agencies preparing and processing environmental documents and technical studies, managing public participation programs, issuing necessary legal notices, and incorporating each document into the relevant planning process.

LSA has successfully completed numerous environmental review documents under contract to lead agencies for residential projects, infill projects, mixed use projects, transit-oriented development projects, and public works-related projects. We have prepared the following documents for the City of Menlo Park:

- 389 El Camino Real Project EIR
- Burgess Gymnasium and Gymnastics Center EIR
- 1300 El Camino Real Mixed Use Project EIR
- Derry Lane Mixed Use Development EIR

Other CEQA documents for mixed use, residential and infill projects for other jurisdictions are illustrated on the following pages.
LSA HAS SERVED as CEQA consultant to the City of Milpitas since 2013. Since 2013, the City has received an unprecedented number of applications for residential construction in the relatively underdeveloped southwest part of the City. In 2008, the City of Milpitas adopted the Milpitas Transit Area Specific Plan (TASP) as a guide for development and redevelopment of its light industrial corridor near the future Milpitas BART and current VTA station. The goals of the TASP are to create an attractive and livable neighborhood within walking distance of the future Milpitas BART and VTA light rail transit stations and to transform the older, light industrial area into a residential and commercial area that would meet demand for housing, offices, and shopping in the Bay Area. Milpitas designated the TASP to accommodate substantial growth, minimize impacts on local roadways, and reduce urban sprawl at the periphery of the region. LSA has prepared an Addendum to the TASP FEIR, or a checklist supporting a Categorical Exemption for the following projects within the TASP:

- 400/450 Montague Expressway (489 units)
- 1256 Piper Drive (308 units)
- The District at Milpitas (1,169 units)
- 720 Montague Expressway (216 units)
- 1500-1646 Centre Pointe Drive (694 units)
- 730-750 E. Capitol Avenue (582 units)
- 1980 Tarob Court (61 units)

The checklists describe and evaluate potential changes to environmental impacts from the proposed revised project as they relate to impacts identified in the TASP Final EIR. The focus of the analyses was on impacts specific to the proposed projects and those that differed from what was identified in the TASP Final EIR.
The project applicant proposes a townhome community on the waterfront that will create housing in an area rich in jobs but lacking in housing, and provide public recreation amenities via the Bay Trail which will connect the downtown to the waterfront. The proposed project is comprised of 131 three-story market-rate townhomes at a density of 17 units per acre, as well as associated open space, circulation and parking, infrastructure, and grading improvements. A variety of private and public open space opportunities would be included, along with 262 parking spaces. The project site is located within the Inner Harbor area of the City, which is an approximately 99-acre area primarily developed with light industrial, office, marina-oriented, and institutional uses. LSA prepared an Initial Study and EIR for the proposed project; issues examined in the EIR include land use and planning; biological resources; cultural resources; transportation and circulation; air quality; noise; hazards and hazardous materials; hydrology and water quality; utilities and service systems.

Client:
City of Redwood City

Location:
Redwood City, CA
914 West Grand Avenue is located in the West Oakland Specific Plan (WOSP) area, envisioned as a major commercial corridor connecting West Oakland to Downtown and to Emeryville, Berkeley, and beyond, lined with ground-floor commercial uses and mixed-use residential development. The proposed project is designed to fulfill the need for housing, with 115 residential units atop commercial uses in a 6-story building. Using the WOSP EIR, LSA prepared the CEQA documentation for the proposed project. The CEQA checklist provided a summary of the potential environmental impacts that could result from the proposed project and summarized the impacts of the certified 2014 WOSP EIR. As a result of the analysis, the City concluded that the proposed project would not cause new significant impacts not previously identified in the 2014 WOSP EIR, and no supplemental environmental review was needed.

Client:  
914 West Grand Avenue, LLC/  
City of Oakland  

Location:  
Oakland, California
1601 Mariposa Mixed Use Project

LSA PREPARED a Community Plan Exemption Checklist and Focused EIR for the 1601 Mariposa Street Mixed Use Project in the Showplace Square/ Potrero Plan Area of San Francisco. The proposed project includes the demolition of existing commercial and warehouse buildings and construction of 320 residential units, 10,000 square feet of commercial space and associated parking and open space. The site is surrounded by residential, commercial, industrial, school and park uses.

The EIR focused on hazards and hazardous materials; shadow; and transportation and circulation, and also analyzed alternatives to the proposed project. Redevelopment of the project site was included in the Eastern Neighborhood Rezoning and Area Plans Final EIR. Environmental impacts that were addressed in the CPE Checklist are those that are consistent with, or less than those identified in the Eastern Neighborhoods Final EIR, including land use and land use planning; aesthetics; population and housing; cultural and paleontological resources; noise; air quality; greenhouse gas emissions; wind; recreation; utilities and service systems; public services; biological resources; geology and soils; hydrology and water quality; mineral and energy resources; and agricultural and forest resources.

Client: Related California

Location: San Francisco, California
THE NAUTILUS GROUP proposes to construct a new mixed use building including 34,000 square feet of commercial space, 204 residential units, and 297 parking spaces. The project would also include over 400 bike parking spaces, in acknowledgement of the prevalence of that mode of transit. The roof of the building would be comprised of a privately-operated urban farm, with greenhouses and raised beds. The project site is surrounded by a variety of uses including residential, commercial, institutional, and park uses. The project site is also located within close proximity to the MacArthur BART Station. Because the project qualifies for a CEQA exemption as an Infill Development Project, LSA prepared a Categorical Exemption. As documented in the technical memorandum prepared by LSA, the specific aspects of the current project, under the topics of transportation, air, noise, and shadow, were evaluated and determined to not result in any significant effects.
Prometheus Redevelopment Project Initial Study/Mitigated Negative Declaration

LSA PREPARED the environmental documentation for development of an approximately 214 unit apartment complex to be constructed over a subsurface parking garage, along with associated recreational facilities, open space, landscaping, and a new public roadway, generally located at 455 West Evelyn Avenue. The project site was developed with a lumber yard and various commercial and office buildings. Issues of concern that were addressed in the environmental documentation include: visual impacts associated with development of a two-to four-story structure, impacts to adjacent historic structures, impacts to heritage trees, noise impacts associated with the adjacent train tracks, and transportation, circulation and parking impacts.

Client:
City of Mountain View

Location:
Mountain View, California
LSA PREPARED a Project Initial Study and EIR Addendum for a 5½-story 408-unit multi-family residential building and 78 townhouses throughout a multi-block site. The environmental analysis relied in part on the previous Brandenburg Mixed Use Project/ North San Pedro Housing Sites EIR, prepared by LSA in 2004. The Brandenburg EIR provided a program level analysis of development within the Area encompassing the site; the IS and EIR Addendum provided a project level analysis for the Project.

LSA also prepared a Greenhouse Gas (GHG) Technical Report based on the BAAQMD Guidelines that were issued post-2004, and provided a technical analysis quantitatively evaluating the impacts of project-related GHG emissions and the project's impact to global climate change. Also new to the BAAQMD CEQA Air Quality Guidelines in 2010 was the requirement for a detailed health risk assessment associated with construction activities and exposure to emissions from high volume highways.

Client:  
City of San José

Location:  
San José, California