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

AGREEMENT BETWEEN
THE CITY OF MENLO PARK AND UPTOWN MENLO PARK VENTURE, LLC

THIS AGREEMENT made and entered into at Menlo Park, California, this 11th day of Sept., 2023, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as “CITY,” and UPTOWN MENLO PARK VENTURE, LLC, hereinafter referred to as “FIRST PARTY.”

WITNESSETH:

WHEREAS, Uptown Menlo Park Venture, LLC, on behalf of Greystar, proposes to redevelop the property addressed 141 Jefferson Drive/172 Constitution Drive, 180 Constitution Drive, 186-188 Constitution Drive (Assessor’s Parcel Number 055-242-140, 055-242-030, 055-242-040), Menlo Park, with approximately 483 multi-family dwelling units (42 condominium units and 441 rental units) split between two apartment buildings with above grade two-story parking garages integrated into the proposed seven-story buildings. The project sites currently contain two single-story office buildings that would be demolished. The proposal includes a request for an increase in height and FAR under the bonus level development allowance in exchange for community amenities. 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, the Consultant is licensed to perform said services and desires to undertake to perform said services in accordance with the terms set forth in Exhibit A.

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

The City in its sole discretion has selected LSA Associates, Inc., (the “Consultant”) to prepare the Environmental Impact Report (EIR), as described in Exhibit A.
2. COMPENSATION AND PAYMENT

The City in its sole discretion has determined that the amount of compensation to be paid to the Consultant shall not exceed the sum of $197,574 for the preparation of the EIR; and

The amount of such compensation to be paid to the Consultant by the Project Sponsor shall be the sole sources of compensation to the Consultant for the work on the EIR and, therefore, shall be paid solely from City funds by the City; and

The Project Sponsor agrees (a) to pay the City the sum up to $197,574 for the preparation of the EIR, (b) to bear the sole financial responsibility for defending any lawsuit challenging the Project on any ground, and (c) to defend and indemnify the City against any such lawsuit, including attorney’s fees and costs incurred as a result thereof; and

Upon completion or abandonment of the Project, all sums paid to the City by the Project Sponsor, under the terms of this Agreement shall be refunded to the Project Sponsor, pro-ratably, if the sum has not been paid by the City and is not due to the Consultant.

3. SCHEDULE OF WORK

Upon receipt of a fully executed Project Sponsor Agreement by Uptown Menlo Park Venture, LLC, and receipt of payment, the City shall enter into the contract with Consultant and shall monitor the performance by the Consultant of the contract for the preparation of the EIR, which shall be prepared in accordance with the industry standards. The City’s obligation shall be limited to normal contract monitoring and shall not include City Attorney or other review of the legal adequacy of the EIR. The Consultant shall conduct research and arrive at conclusions independently of the control and direction of the City or any City official other than normal contract monitoring. The Project Sponsor shall have no control or direction of the work of the Consultant.

4. NOTICE

All notices hereby required under this Agreement shall be in writing and delivered in person or sent as set forth in Section 6 below. Notices required to be given to CITY shall be addressed as follows:

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

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

Andrew Morcos
Uptown Menlo Park Venture, LLC
Greystar
450 Sansome St., Suite 500
San Francisco, CA 94111
amorcos@greystar.com

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

Work products for this project, which are delivered under this Agreement or which are developed, produced and paid for under this Agreement, shall become the property of CITY and the FIRST PARTY.

6. TERMINATION OF AGREEMENT

It is understood and agreed that the City has no responsibility for the legal adequacy of the EIR and that the legal adequacy of the EIR is the sole responsibility of the Project Sponsor and its attorneys, and that the City may terminate this Agreement upon 10 days written notice.

If the FIRST PARTY, in writing, withdraws all applications for discretionary land use entitlements for the Project or states its intent not to proceed with the Project (a "Withdrawal Notice"), then City agrees to give a 10-day termination notice to the Consultant after receipt of the Withdrawal Notice. The Project Sponsor shall remain responsible for all costs incurred by the Consultant prior to the effective date of the termination notice. All notices under this Agreement shall be given in writing by overnight mail or overnight private courier to the address in Section 4 "Notice" and shall be deemed received the next business day following delivery to the U.S. Postal Service or private courier.

7. 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.

(Signatures on the following page)
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

FOR FIRST PARTY:

Signature
Andrew Mazz

Printed name

82-517-8531
Tax ID#

8/16/2019
Date

Vice President
Title

FOR CITY OF MENLO PARK:

Signature
Starla Jerome-Robinson

Printed name
City Manager

9/16/19
Date

ATTEST:

Signature
Judi A. Herren

Printed name
City Clerk

9/11/19
Date
July 2, 2019

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

Subject: REVISED - Proposal to Prepare the Environmental Review Documentation for the 141 Jefferson Drive Project

Dear Mr. Smith:

LSA is pleased to submit this proposal for the preparation of the environmental review documentation for the proposed 141 Jefferson Drive Project (project), pursuant to the California Environmental Quality Act (CEQA). Per discussions with you, further consideration and review of the project materials, and our familiarity with the project area and the City’s General Plan (ConnectMenlo) and the certified ConnectMenlo Final Environmental Impact Report (ConnectMenlo Final EIR) we believe that preparation of an Initial Study and Focused 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 one provided to you on June 7, 2019.

Preparation of the environmental review documentation will be staffed by the same team that is currently preparing the Initial Study and Focused EIR for the 111 Independence Drive Project, located just a few blocks from the 141 Jefferson Drive project site. Theresa Wallace, AICP, will serve as Principal in Charge and Project Manager and Matthew Wiswell, Planner 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. 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 February 11, 2019 Staff Report to the Planning Commission regarding the proposed project and the project application materials dated April 16, 2019. The proposed project, also referred to as the Menlo Uptown project, would include the redevelopment of an approximately 4.83-acre site consisting of three contiguous parcels located at 141 Jefferson Drive/172 Constitution Drive, 180 Constitution Drive, and 186 Constitution Drive in the City of Menlo Park. The site is located south of Bayfront Expressway (State Route 84 or SR-84) and east of Chrysler Drive and within the City’s Bayfront Area. The site is located within the City’s Residential Mixed Use-Bonus (R-MU-B) zoning district.

The proposed project would result in the demolition of three existing office and industrial buildings and construction of two seven-story buildings with a total of approximately 441 residential
apartment units and six three-story buildings with 42 townhome-style condominium units, for a total of 483 new dwelling units, as well as associated improvements.

The proposed project includes a request for an increase in height, density, and floor area ratio under the bonus level development allowance subject to a use permit in exchange for community amenities. The three existing legal parcels would be maintained. Additional actions and entitlements may also be required (e.g., lot line adjustment, major subdivision).

B. WORK PROGRAM APPROACH

The approach to environmental review of the 141 Jefferson 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 ConnectMenlo, pursuant to CEQA Guidelines sections 15152 and 15168.

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

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

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

**TASK A. PROJECT INITIATION**

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

1. Start-Up Meeting/Site Visit

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

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

2. Data Gathering and Evaluation

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

3. Notice of Preparation/Scoping Session

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

**Table 1: Work Program Outline**

<table>
<thead>
<tr>
<th>TASK A. PROJECT INITIATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Start-Up Meeting/Site Visit</td>
</tr>
<tr>
<td>2. Data Gathering and Review</td>
</tr>
<tr>
<td>3. Notice of Preparation/Scoping Session</td>
</tr>
<tr>
<td>4. Project Description</td>
</tr>
<tr>
<td>5. Work Program Refinement</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TASK B. INITIAL STUDY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Administrative Draft Initial Study</td>
</tr>
<tr>
<td>2. Screencheck Draft Initial Study</td>
</tr>
<tr>
<td>3. Public Review Draft Initial Study</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TASK C. ENVIRONMENTAL IMPACT REPORT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Setting and Impacts</td>
</tr>
<tr>
<td>a. Population and Housing</td>
</tr>
<tr>
<td>b. Transportation and Circulation</td>
</tr>
<tr>
<td>c. Air Quality</td>
</tr>
<tr>
<td>d. Greenhouse Gas Emissions</td>
</tr>
<tr>
<td>e. Noise</td>
</tr>
<tr>
<td>2. Alternatives Analysis</td>
</tr>
<tr>
<td>3. Other CEQA Considerations</td>
</tr>
<tr>
<td>4. Administrative Draft EIR</td>
</tr>
<tr>
<td>5. Screencheck Draft EIR</td>
</tr>
<tr>
<td>6. Public Review Draft EIR</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TASK D. RESPONSE TO COMMENTS DOCUMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Administrative Draft RTC Document</td>
</tr>
<tr>
<td>2. Screencheck Draft RTC Document</td>
</tr>
<tr>
<td>3. Final RTC Document</td>
</tr>
<tr>
<td>4. Mitigation Monitoring and Reporting Program</td>
</tr>
<tr>
<td>5. Administrative Record</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TASK E. PUBLIC HEARINGS AND MEETINGS</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>TASK F. PROJECT MANAGEMENT</th>
</tr>
</thead>
</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 to the Draft EIR.

4. Project Description

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

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

5. Work Program Refinement

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

TASK B. INITIAL STUDY

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

Based on LSA's review of the ConnectMenlo Final EIR and preliminary review of the proposed project and existing site conditions, LSA believes that the following environmental issue topics will require detailed review in the EIR: population and housing; transportation 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 three single-story buildings containing a mix of office and industrial uses and construction of eight three- to seven-story apartment and townhomes buildings in historically 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.** The proposed project would not have any effect on agricultural or forestry resources, as these resources are not present on or adjacent to the project site. LSA will provide brief responses to the checklist questions for this topic.

c. **Biological Resources.** The project site is located in a developed area within the City of Menlo Park. Vegetation on or in the immediate vicinity of the project site is limited to ornamental landscaping. It is anticipated that the project applicant would provide documentation related to the presence or absence of heritage trees on or within the immediate vicinity of the site that could be
affected by the proposed development. LSA will provide brief responses to the checklist questions for this topic and reference the conclusions and analysis in the ConnectMenlo Final EIR.

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

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

e. **Energy.** LSA will evaluate the project’s impacts related to energy use in response to the checklist questions. This discussion will address the project’s compliance with applicable energy efficiency standards and will cross reference the discussion provided in the ConnectMenlo Final EIR. Energy data using the California Emissions Estimator Model (CalEEMod) will be reported.

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

g. **Hazards and Hazardous Materials.** LSA will summarize the available information on hazards and hazardous materials from the Phase I ESA, if available, and will address checklist questions related to hazardous materials and other hazards that could result from implementation of the proposed project. LSA will describe known and potentially hazardous materials issues in the project area and immediate vicinity based on information collected from available reports. Project compliance with standard regulations and General Plan policies as identified in the ConnectMenlo Final EIR will be discussed.
h. Hydrology and Water Quality. Development of the proposed project would alter existing drainage conditions on the project site including through the change in the amount and location of pervious and impervious surfaces. LSA will qualitatively evaluate potential impacts to hydrology and water quality and will respond to checklist questions related to water quality, groundwater resources, groundwater recharge, flooding, and erosion. The analysis will be based on stormwater drainage plans provided by the project sponsor, stormwater requirements C.3 data forms (if available), and discussions with City staff. Project compliance with standard regulations governing hydrology and water quality as identified in the ConnectMenlo Final EIR will be discussed.

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

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

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

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

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

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

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

2. **Screencheck Draft Initial Study**

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

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

3. **Public Review Draft Initial Study**

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

**TASK C. ENVIRONMENTAL IMPACT REPORT**

Based on the City’s 2017 Settlement Agreement with the City of East Palo Alto and LSA’s review of the ConnectMenlo Final EIR and preliminary review of the proposed project and existing site conditions, LSA believes that the following environmental issue topics will require detailed review in the EIR: population and housing; transportation; air quality; greenhouse gas emissions, and 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 Final EIR. The existing demographics of the project area and its vicinity will be identified and described based on the most current data available, including the General Plan, Census data, and the Association of Bay Area Governments (ABAG) Plan Bay Area. KMA will prepare a Housing Needs Assessment, which will form the basis of the analysis in this section of the EIR. KMA’s scope of work for the Housing Needs Assessment is included as an attachment to this proposal. LSA will assess the population, employment and housing impacts that would be created by the proposed project relative to the conclusions and analysis presented in the ConnectMenlo Final EIR and the Housing Needs Assessment.

b. Transportation and Circulation. Per the terms of the Settlement Agreement with the City of East Palo Alto, this topic will be addressed in the EIR. 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. The analysis will compare impacts of the proposed project to those identified in the ConnectMenlo Final EIR and identify whether there would be any new or more severe impacts. Mitigation measures will be recommended, if necessary. LSA will review and incorporate all submittals from Kittelson into the Draft EIR prior to submittal to the City.

c. Air Quality. Development activity associated with implementation of the proposed project could increase pollutant concentrations in Menlo Park through increased vehicle trips and construction activities. LSA will conduct an air quality analysis consistent with the BAAQMD CEQA Guidelines in compliance with the ConnectMenlo EIR’s Mitigation Measures AQ-3a and AQ-3b. The air quality analysis for the project will compare the impacts of the project to those identified in the ConnectMenlo Final EIR and discuss whether or not any new or more severe impacts would occur. The analysis will include the following components: (1) assessment of baseline air quality in the area based on data from the BAAQMD and California Air Resources Board (CARB); (2) quantitative assessment of project construction and operational impacts using the California Emissions Estimator Model (CalEEMod) (where possible, construction details, such as duration of construction period and equipment used, should be provided to LSA - otherwise default model assumptions will be utilized); (3) quantitative assessment of project construction and operational health risk impacts, including a health risk assessment (HRA), consistent with the requirements of Mitigation Measure AQ-3b; and, (4) recommendation of mitigation measures consistent with the BAAQMD guidelines, if necessary, including measures that would be capable of reducing any potential cancer and non-cancer risks to an acceptable level. Potential impacts associated with other emission sources, including odors, will be scoped out of the analysis in the Initial Study.
d. **Greenhouse Gas Emissions.** The transportation evaluation that will be prepared for the proposed project could indicate that more significant impacts related to transportation, and therefore GHGs, could occur with implementation of the proposed project, as compared to the impacts identified in the ConnectMenlo Final EIR. Therefore, LSA will evaluate the project’s impacts on global climate change in the Focused EIR, consistent with the requirements of the BAAQMD. LSA will provide a quantitative assessment of greenhouse gas emissions associated with all relevant sources related to the project for which project data are available, including construction activities using emissions model CalEEMod. LSA will also provide a qualitative assessment of the project’s consistency with relevant plans and regulations, including the City of Menlo Park’s Climate Action Plan.

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

2. **Alternatives**

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

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

3. **Other CEQA Considerations**

LSA will prepare the appropriate conclusions to fulfill CEQA requirements by providing an assessment of several mandatory impact categories, based on the conclusions and analysis presented in the ConnectMenlo Final EIR and Tasks B and C.1 as discussed above, including:
• Growth inducement;
• Significant effects that cannot be avoided if the proposed project is implemented;
• Significant irreversible environmental changes if the proposed project is implemented; and
• Effects found not to be significant.

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

4. Administrative Draft EIR

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

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

5. Screencheck Draft EIR

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

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

6. Public Review Draft EIR

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

TASK D. RESPONSE TO COMMENTS DOCUMENT AND FINAL EIR

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

1. Administrative Draft RTC Document

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

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

2. Screencheck Draft RTC Document

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

3. Final RTC Document

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

4. Mitigation Monitoring and Reporting Program

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

5. Administrative Record

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

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

**TASK E. PROJECT MANAGEMENT**

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

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

The proposed preliminary schedule for this scope of work is shown in Table 2. The schedule assumes a start date of August 1, 2019. The Administrative Draft EIR will be submitted to the City within 3 weeks of completion of the transportation impact analysis inputs by Kittelson & Associates and regional housing needs assessment prepared by KMA. It is assumed that the transportation impact analysis will commence when the NOP is published, per standard City practice.

Table 2: Proposed Preliminary Schedule

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Responsible Party</th>
<th>Duration</th>
<th>Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Authorization to Proceed</td>
<td>City</td>
<td>--</td>
<td>Aug 1, 2019</td>
</tr>
<tr>
<td>Draft Project Description and Initiation Tasks</td>
<td>LSA</td>
<td>2 weeks</td>
<td>Aug 15, 2019</td>
</tr>
<tr>
<td>Review Project Description/Provide Requested Info Needs</td>
<td>City/Applicant</td>
<td>2 weeks</td>
<td>Aug 29, 2019</td>
</tr>
<tr>
<td>Prepare Administrative Draft Initial Study</td>
<td>LSA</td>
<td>6 weeks</td>
<td>Sept 12, 2019</td>
</tr>
<tr>
<td>Review Administrative Draft Initial Study</td>
<td>City</td>
<td>3 weeks</td>
<td>Oct 3, 2019</td>
</tr>
<tr>
<td>Prepare Screencheck Draft Initial Study/ Draft NOP</td>
<td>LSA</td>
<td>1 week</td>
<td>Oct 10, 2019</td>
</tr>
<tr>
<td>Review Screencheck Draft Initial Study/Draft NOP</td>
<td>City</td>
<td>1 week</td>
<td>Oct 17, 2019</td>
</tr>
<tr>
<td>Prepare and Publish Notice of Preparation/Initial Study</td>
<td>City/LSA</td>
<td>1 week</td>
<td>Oct 24, 2019</td>
</tr>
<tr>
<td>NOP Scoping Meeting</td>
<td>City/LSA</td>
<td>--</td>
<td>TBD</td>
</tr>
<tr>
<td>Close of Notice of Preparation Comment Period</td>
<td>--</td>
<td>30 days</td>
<td>Nov 22, 2019</td>
</tr>
<tr>
<td>Prepare Draft Housing Needs Assessment</td>
<td>KMA</td>
<td>12 weeks</td>
<td>Jan 2, 2020</td>
</tr>
<tr>
<td>Prepare Admin Draft Transportation Analysis EIR Inputs</td>
<td>K&amp;A</td>
<td>12 weeks</td>
<td>Jan 2, 2020</td>
</tr>
<tr>
<td>Prepare Administrative Draft EIR</td>
<td>LSA</td>
<td>3 weeks</td>
<td>Jan 23, 2020</td>
</tr>
<tr>
<td>Review Administrative Draft EIR</td>
<td>City</td>
<td>3 weeks</td>
<td>Feb 13, 2020</td>
</tr>
<tr>
<td>Prepare Screencheck Draft EIR</td>
<td>LSA</td>
<td>2 weeks</td>
<td>Feb 27, 2020</td>
</tr>
<tr>
<td>Review Screencheck Draft EIR</td>
<td>City</td>
<td>2 weeks</td>
<td>Mar 12, 2020</td>
</tr>
<tr>
<td>Prepare and Publish Draft EIR</td>
<td>LSA</td>
<td>1 week</td>
<td>Mar 19, 2020</td>
</tr>
<tr>
<td>DEIR Public Comment Meeting</td>
<td>City</td>
<td>--</td>
<td>TBD</td>
</tr>
<tr>
<td>Close of Public Review Period</td>
<td>--</td>
<td>45 days</td>
<td>May 4, 2020</td>
</tr>
<tr>
<td>Prepare Administrative RTC Document</td>
<td>LSA</td>
<td>2 weeks</td>
<td>May 18, 2020</td>
</tr>
<tr>
<td>Review Administrative RTC Document</td>
<td>City</td>
<td>2 weeks</td>
<td>Jun 1, 2020</td>
</tr>
<tr>
<td>Prepare Screencheck RTC Document and MMRP</td>
<td>LSA</td>
<td>1 week</td>
<td>Jun 8, 2020</td>
</tr>
<tr>
<td>Review Screencheck RTC Document and MMRP</td>
<td>City</td>
<td>2 weeks</td>
<td>Jun 22, 2020</td>
</tr>
<tr>
<td>Prepare and Reproduce Final RTC Document and MMRP</td>
<td>LSA</td>
<td>1 week</td>
<td>Jun 29, 2020</td>
</tr>
<tr>
<td>Final EIR Certification Hearing</td>
<td>City/LSA</td>
<td>&gt;10 days</td>
<td>TBD</td>
</tr>
</tbody>
</table>

E. COST ESTIMATE

For completion of the scope of work set forth in this proposal and accomplished according to the preliminary proposed schedule outlined above, which assumes an approximately one year project duration, LSA proposes a total budget of $188,174. We have included a 5 percent contingency amount of $9,400, which would not be used without written authorization from the City. With the contingency amount, the total budget would be $197,574. A detailed breakdown of the budget is included in Table 3. This scope of work and cost estimate is valid for 60 days.
As is always the case with LSA, we welcome the opportunity to work with you to revise the scope, schedule and/or budget to better meet your needs. We appreciate the opportunity to submit this proposal, and look forward to continuing to work with the City. If you have any questions regarding this proposal, please contact Theresa Wallace at (510) 236-6810 or contact us by email at theresa.wallace@lsa.net.

Sincerely,

LSA ASSOCIATES, INC.

Theresa Wallace, AICP
Principal

Attachment 1: Kittelson & Associates, Inc. Scope of Work
Attachment 2: Keyser Marston Associates Scope of Work
Attachment 3: Standard Contract Provisions and Billing Rates
### Table 3: Cost Estimate for the Proposed 141 Jefferson Drive Project

#### LABOR COSTS

<table>
<thead>
<tr>
<th>Task A: Project Initiation</th>
<th>Hourly Rate</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Start-up Meeting/Size Up</td>
<td>$195</td>
<td>$1,895</td>
</tr>
<tr>
<td>(2) Data Gathering and Review</td>
<td>$115</td>
<td>$655</td>
</tr>
<tr>
<td>(3) Notice of Preparation/Scoping Session</td>
<td>$115</td>
<td>$1,825</td>
</tr>
<tr>
<td>(4) Project Design</td>
<td>$220</td>
<td>$3,330</td>
</tr>
<tr>
<td>(5) Work Program Refinement</td>
<td>$140</td>
<td>$505</td>
</tr>
<tr>
<td><strong>Subtotal for Task A</strong></td>
<td></td>
<td><strong>$6,530</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Task B: Initial Study</th>
<th>Hourly Rate</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Administrative Draft Initial Study</td>
<td>$126</td>
<td>$4,200</td>
</tr>
<tr>
<td>(a) Aesthetics</td>
<td>$125</td>
<td></td>
</tr>
<tr>
<td>(b) Agricultural and Forestry Resources</td>
<td>$125</td>
<td></td>
</tr>
<tr>
<td>(c) Biological Resources</td>
<td>$125</td>
<td></td>
</tr>
<tr>
<td>(d) Cultural Resources</td>
<td>$125</td>
<td></td>
</tr>
<tr>
<td>(e) Energy</td>
<td>$125</td>
<td></td>
</tr>
<tr>
<td>(f) Geology and Geophysical</td>
<td>$125</td>
<td></td>
</tr>
<tr>
<td>(g) Hazardous and Hazardous Materials</td>
<td>$125</td>
<td></td>
</tr>
<tr>
<td>(h) Hydrology and Water-Quality</td>
<td>$125</td>
<td></td>
</tr>
<tr>
<td>(i) Land Use and Planning</td>
<td>$125</td>
<td></td>
</tr>
<tr>
<td>(j) Mineral Resources</td>
<td>$125</td>
<td></td>
</tr>
<tr>
<td>(k) Noise</td>
<td>$125</td>
<td></td>
</tr>
<tr>
<td>(l) Public Services</td>
<td>$125</td>
<td></td>
</tr>
<tr>
<td>(m) Recreation</td>
<td>$125</td>
<td></td>
</tr>
<tr>
<td>(n) Tribal Cultural Resources</td>
<td>$125</td>
<td></td>
</tr>
<tr>
<td>(o) Utilities and Service Systems</td>
<td>$125</td>
<td></td>
</tr>
<tr>
<td>(p) Wildlife</td>
<td>$125</td>
<td></td>
</tr>
<tr>
<td>(q) Mandatory Findings</td>
<td>$125</td>
<td></td>
</tr>
<tr>
<td>(r) Screencheck Draft Initial Study</td>
<td>$125</td>
<td></td>
</tr>
<tr>
<td>(s) Public Review Draft Initial Study</td>
<td>$125</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal for Task B</strong></td>
<td></td>
<td><strong>$13,430</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Task C: Environmental Impact Report</th>
<th>Hourly Rate</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Setting and Impacts</td>
<td>$142</td>
<td>$13,420</td>
</tr>
<tr>
<td>(a) Population and Housing</td>
<td>$2,620</td>
<td></td>
</tr>
<tr>
<td>(b) Transportation and Circulation</td>
<td>$2,210</td>
<td></td>
</tr>
<tr>
<td>(c) Air Quality</td>
<td>$2,280</td>
<td></td>
</tr>
<tr>
<td>(d) Greenhouse Gas Emissions</td>
<td>$2,140</td>
<td></td>
</tr>
<tr>
<td>(e) Noise</td>
<td>$2,460</td>
<td></td>
</tr>
<tr>
<td>(f) Alternative Analysis</td>
<td>$2,855</td>
<td></td>
</tr>
<tr>
<td>(g) Other/CEQA Considerations</td>
<td>$2,880</td>
<td></td>
</tr>
<tr>
<td>(h) Administrative Draft EIR</td>
<td>$2,880</td>
<td></td>
</tr>
<tr>
<td>(i) Screencheck Draft EIR</td>
<td>$2,880</td>
<td></td>
</tr>
<tr>
<td>(j) Public Review Draft EIR</td>
<td>$2,880</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal for Task C</strong></td>
<td></td>
<td><strong>$41,205</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Task D: Final/Closeout for Consultant Document</th>
<th>Hourly Rate</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Army/Environmental Draft Final Document</td>
<td>$2,320</td>
<td></td>
</tr>
<tr>
<td>(2) Screencheck Draft Final Document</td>
<td>$2,320</td>
<td></td>
</tr>
<tr>
<td>(3) Final Draft Document</td>
<td>$2,320</td>
<td></td>
</tr>
<tr>
<td>(4) Mitigation Monitoring and Reporting Program</td>
<td>$2,320</td>
<td></td>
</tr>
<tr>
<td>(5) Administrative Record</td>
<td>$2,320</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal for Task D</strong></td>
<td></td>
<td><strong>$10,130</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Task E: Public Hearings and Meetings</th>
<th>Hourly Rate</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Subtotal for Task E</strong></td>
<td></td>
<td><strong>$4,500</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Task F: Project Management</th>
<th>Hourly Rate</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Subtotal for Task F</strong></td>
<td></td>
<td><strong>$4,099</strong></td>
</tr>
</tbody>
</table>

**TOTAL LABOR**

$81,635

**DIRECT COSTS**

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Hourly Rate</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Travel, Delivery, Communication, Equipment, Noise Monitoring Fee</td>
<td>$870</td>
<td></td>
</tr>
<tr>
<td>(2) Printing and Graphics Reproduction</td>
<td>$130</td>
<td></td>
</tr>
<tr>
<td>(3) Engineering &amp; Associates Inc., - Traffic Impact Study</td>
<td>$74,400</td>
<td></td>
</tr>
<tr>
<td>(4) Rotary Mountain Associates - Housing Needs Assessment</td>
<td>$125,500</td>
<td></td>
</tr>
<tr>
<td>(5) Subconsultant Markup Fee of 5 Percent</td>
<td>$5,025</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL DIRECT COSTS**

$106,539

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

$188,174

**CONTINGENCY FUND**

$9,400

**TOTAL LSA TEAM BUDGET WITH CONTINGENCY**

$197,574
ATTACHMENT 1

Kittelson & Associates, Inc.
Scope of Work
July 2, 2019

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

RE: Menlo Park Uptown Project at 141 Jefferson Drive - 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 Uptown Project at 141 Jefferson Drive in the City of Menlo Park. This analysis will be based 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 based on the Connect Menlo Program Level EIR. CEQA tasks will be conducted by a firm to be selected by the City.

This scope was developed based on our discussions with City staff, a review of the staff report from February 11, 2019, our understanding of the preliminary proposed development plan, our familiarity with the City, and our current work on the nearby Commonwealth EIR and Independence 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 $74,994. We propose to conduct the work on a time-and-materials basis at our standard billing rates. This proposal (scope of work, budget, and timeline) is effective for sixty days.

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

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

[Signature]

Damian Stefanakis
Project Manager

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

The applicant has recently submitted a project to Menlo Park for the development of 42 for-sale condominiums and 441 rental units located at 141 Jefferson Drive & 180-186 Constitution Drive. The area is zoned as R-MU-B (Residential-Mixed Use-Bonus). Figure 1 below provides a location map of the project site. Figure 2 and 3 show the site plan, dated February 11, 2019. Kittelson & Associates, Inc. (KAI) understands this may not be current so we will check with the City for the final site plan 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 more 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: Uptown Project at 141 Jefferson Drive - Location Map

Source: City of Menlo Park Staff Report – Location of 141 Jefferson Drive, 2/11/2019
Figure 2: Uptown Project at 141 Jefferson Drive - Site Plan

Source: KTGY Architecture – 141 Jefferson Drive, 1/16/2019
Source: KTGY Architecture – 141 Jefferson Drive, 1/16/2019

**TASK 1: PROJECT INITIATION AND SCOPING**

KAI will work closely with the City and the CEQA consultant to coordinate and to include all the required analyses in this study. This task includes 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 (received from City in June 2019)
• Travel demand model from the General Plan (received already)
• Recent General Plan and EIR 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 of projects (under construction, approved but not yet constructed, proposed) to be included in the Near Term and Cumulative scenarios. The information provided by the City should include trip generation, trip distribution and trip assignment information for these approved projects.
• A list of roadway system improvements associated with the developments to be included in each of the Near Term and Cumulative scenarios.
• The City’s parking requirement for the various land use types

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

**TASK 3: DATA COLLECTION**

*Intersections*

It is our understanding that the City 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 29 intersections. (note: these have been paired down in coordination with City staff). All locations are similar to the nearby Commonwealth Building 3 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. Chrysler Drive and Bayfront Expressway (State)
8. Chrysler Drive and Constitution Drive (Menlo Park)
9. Chrysler Drive and Jefferson Drive (Menlo Park)
10. Chrysler Drive and Independence Drive (Menlo Park)
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
Menlo Park Uptown Project at 141 Jefferson Drive - Transportation Impact Analysis Scope

July 2, 2019

- 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 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 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 29 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 in the ConnectMenlo EIR and other recent nearby EIRs, including the Commonwealth Corporate Center EIR from February 2014 to develop trip generation. These will be updated per the latest Institute of Transportation Engineers (ITE) Trip Generation Manual 10th Edition.

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, and pass-by 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 and use in the air quality and GHG analyses to be conducted by the CEQA firm.

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 study intersections. The LOS will be calculated and presented for the following scenarios:

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

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

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

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

Air/Noise/GHG data

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

**TASK 10: OTHER TOPICS**

**Congestion Management Program**

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 provide a CMP analysis of key roadways.
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 additional, KAI will also qualitatively discuss the impact on transit, pedestrian and bicycle facilities during Construction.
C/CAG Transportation Demand Management Requirement

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

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

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

TASK 11: DEVELOP MITIGATION MEASURES

KAI will identify Project generated impacts to the transportation network 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 more qualitative analysis for a reduced development Project Alternative to identify if it would add or reduce any project identified impacts. This more qualitative analysis relies on scaling the traffic results from the Project based on the relative difference in trip generation between the Project and reduced Project alternative.

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 $74,994. Direct costs are estimated at $194.00 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 (received)
- 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

**LABOR ESTIMATE - Menlo Park 141 Jefferson Drive EIR**

<table>
<thead>
<tr>
<th>Task</th>
<th>Notes</th>
<th>Staff</th>
<th>SUBTASK/ TASK HOURS</th>
<th>SUBTASK/ TASK COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>002</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>003</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>004</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>005</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>006</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>007</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>008</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>009</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>010</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>011</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>012</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>013</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>014</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL HOURS**

<table>
<thead>
<tr>
<th>Labor Rate</th>
<th>Total</th>
<th>TOTAL LABOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>$240.00</td>
<td>$117,000</td>
<td>$316,800</td>
</tr>
<tr>
<td>$350.00</td>
<td>$367,500</td>
<td>$549,000</td>
</tr>
<tr>
<td>$240.00</td>
<td>$108,000</td>
<td>$144,000</td>
</tr>
<tr>
<td>$350.00</td>
<td>$114,750</td>
<td>$165,000</td>
</tr>
<tr>
<td>$240.00</td>
<td>$108,000</td>
<td>$150,000</td>
</tr>
<tr>
<td>$350.00</td>
<td>$114,750</td>
<td>$165,000</td>
</tr>
</tbody>
</table>

**TOTAL REMUNERABLES**

$184,994
ATTACHMENT 2

Keyser Marston Associates
Scope of Work
June 3, 2019

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

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

Dear Ms. Wallace:

Keyser Marston Associates, Inc. ("KMA") is pleased to present the enclosed proposed scope of services to prepare a Housing Needs Assessment ("HNA") for the City of Menlo Park addressing the proposed Menlo Uptown Project located at 141 Jefferson Drive and 180-186 Constitution Drive ("Project"). The Project includes construction of 441 rental units and 42 for-sale townhomes, replacing existing office/industrial buildings on the project site.

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

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

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

The enclosed HNA scope of services includes preparation of an HNA addressing, to the extent possible, the following housing-related impacts of the proposed Project:
- Net effect on housing supply and housing need by affordability level from construction of new housing units and removal of the existing office / industrial uses;
- 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 offset or counteract, to some degree, conditions that contribute to displacement.

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

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

Sincerely,

KEYSER MARSTON ASSOCIATES, INC:

David Doezema

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

The following scope of services is for preparation of a Housing Needs Assessment (HNA) addressing the proposed 483-unit Menlo Uptown residential development project at 141 Jefferson Drive and 180-186 Constitution Drive (“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/industrial buildings; 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 could counteract, to some degree, conditions that contribute to displacement of existing residents of lower income communities in the local area.

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

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

Task 1 – Project Initiation and Data Collection

The purpose of this task is to identify the availability of data necessary to complete the HNA, identify key analysis inputs and assumptions, and refine the approach to the assignment. As part of this task, KMA will:
1) Provide a list of data needs to complete the HNA and work with LSA Associates and the City's project team to gather the necessary data.

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

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

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

a. *Housing Supply Addition by Income Level* – The 483 multi-family units to be added to the housing supply by the Project will be summarized based on the income level applicable to the below market rate affordable units and the estimated income level applicable to market rate apartments and for-sale townhomes. The income level for market rate units will utilize rent and sales price estimates provided by the applicant or will be estimated by KMA based on an analysis of comparable rental and sales data.

b. *Reduction in Worker Housing Demand* – The reduction in worker housing demand associated with removal of existing office/industrial 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. In addition, 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 and remove existing employment space. To the extent there is an influence on the regional housing market, it is anticipated to be a minor moderating influence on prices and rents that may offset, to a limited degree, displacement pressures in lower income communities in the local area. In task 4, KMA will draw on the findings of the prior tasks and context materials assembled for prior HNAs prepared for other projects to provide a qualitative evaluation of the potential housing market effects.

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

Task 5 – Report Preparation

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

Task 6 – Responses to DEIR Comments

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

KMA proposes to complete this scope of services on a time and materials basis for an amount not to exceed $25,500 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.

<table>
<thead>
<tr>
<th>Task</th>
<th>Budget Estimate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1 - Project Initiation and Data Collection</td>
<td>$2,000</td>
</tr>
<tr>
<td>Task 2 – Net Housing Supply / Demand Effect by Income</td>
<td>$12,000</td>
</tr>
<tr>
<td>Task 3 – Geographic Distribution of Housing Needs</td>
<td>$2,000</td>
</tr>
<tr>
<td>Task 4 – Relationship to Regional Housing Market and Displacement</td>
<td>$3,500</td>
</tr>
<tr>
<td>Task 5 – Report (Draft and Final)</td>
<td>$4,000</td>
</tr>
<tr>
<td>Task 6 – T&amp;M Allowance for DEIR responses to comments</td>
<td>$2,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$25,500</strong></td>
</tr>
<tr>
<td>Position</td>
<td>Rate</td>
</tr>
<tr>
<td>----------------------------------</td>
<td>-------</td>
</tr>
<tr>
<td>CHAIRMAN, PRESIDENT, MANAGING PRINCIPALS*</td>
<td>$280.00</td>
</tr>
<tr>
<td>SENIOR PRINCIPALS*</td>
<td>$270.00</td>
</tr>
<tr>
<td>PRINCIPALS*</td>
<td>$250.00</td>
</tr>
<tr>
<td>MANAGERS*</td>
<td>$225.00</td>
</tr>
<tr>
<td>SENIOR ASSOCIATES</td>
<td>$187.50</td>
</tr>
<tr>
<td>ASSOCIATES</td>
<td>$167.50</td>
</tr>
<tr>
<td>SENIOR ANALYSTS</td>
<td>$150.00</td>
</tr>
<tr>
<td>ANALYSTS</td>
<td>$130.00</td>
</tr>
<tr>
<td>TECHNICAL STAFF</td>
<td>$95.00</td>
</tr>
<tr>
<td>ADMINISTRATIVE STAFF</td>
<td>$80.00</td>
</tr>
</tbody>
</table>

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

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

* Rates for individuals in these categories will be increased by 50% for time spent in court testimony.
SCHEDULE OF STANDARD CONTRACT PROVISIONS
AND BILLING RATES

FEES FOR PROFESSIONAL SERVICES

Fixed-Fee Contracts

If a fixed-fee proposal, the professional services described in the Scope of Services Section of the attached proposal shall be provided for the fixed fee noted in the proposal. Invoices will be generated on a monthly basis based on the percentage of work completed and/or an agreed-upon schedule of values. The fixed fee includes all labor and expenses required to complete the defined scope of work. Any changes in the scope of work, significant delays or additional tasks will be considered extra services. Extra services shall be provided on a time and expenses basis at the same rates specified for hourly contracts, unless other arrangements are made in advance.

Hourly Contracts

If an hourly plus expenses proposal, the professional services described in the Scope of Services Section of the attached proposal shall be provided on a time and materials basis at current hourly rates. These rates are as shown on a Rate Schedule that is attached, or can be made available. Hourly rates are subject to review at least annually on or about June 1 of each year, and may be adjusted to reflect changing labor costs, at our discretion, at that time. (A schedule can be made available upon request.)

Direct costs (including cost of subconsultants) shall be reimbursed at cost plus 10 percent, unless other arrangements are made in advance, and are not included in the hourly fee for professional services.

The total estimated amount of time and expenses noted in the proposal will serve as a control on the services to be provided. The specified amount will not be exceeded without prior approval of the client.

EXTRA SERVICES

Services provided by LSA under this Agreement are defined in the Scope of Services Section of the attached proposal. The Scope of Services was created with the intent of executing the specific tasks and level of service requested by the client. Any additions, changes to the Scope or substantial delays to the schedule as defined in the Scope will be considered extra services. Extra services shall be provided on a time-and-expense basis at the hourly rates in effect when the extra service is provided, unless other arrangements are made in advance. Extra services will be communicated to and authorized by the client prior to commencing work. Should an alteration to the Scope include removing tasks or reducing the scope of the level of service, LSA shall invoice for the work performed prior to receiving written notice of the change.

INVOICING

Monthly invoices shall be submitted for progress payment based on work completed to date. LSA will invoice the client using our standard invoicing format and will submit the invoice to the client via electronic mail. Clients requesting changes to LSA’s standard invoice or process for submittal may be billed additional time to develop the invoice and monthly administration of the billing.
PAYMENT OF ACCOUNTS
Terms are net 30 days. A service charge of 1.5 percent of the invoice amount (18 percent annual rate) may be applied to all accounts not paid within 30 days of invoice date. Any attorney’s fees or other costs incurred in collecting any delinquent amount shall be paid by the client.

STANDARD OF CARE
Services provided by LSA under this Agreement will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. LSA will endeavor to maintain consistent staff on the project; however, unforeseen issues outside of our control such as employee illness, relocation, injury or departure can occur. From time to time, unforeseen circumstances require us to replace project staff or project managers with other equally qualified staff in order to meet our commitments. The terms of this proposal are not contingent upon work being performed by named staff. LSA reserves the right to substitute equally qualified staff when necessary.

PROJECT DELAYS
The terms of this Proposal are based on the anticipated project schedule. In the event of unanticipated project delays, the scope of services may be subject to amendment, change, or substitution.

INDEMNIFICATION
Client and consultant each agree to indemnify and hold the other harmless and their respective officers, employees, agents, and representatives from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys’ fees, to the extent such claims, losses, damages, and expenses are caused by the indemnifying party’s negligent acts, errors, or omissions.

ELECTRONIC FILE DATA CHANGES
Copies of documents that may be relied upon by client are limited to the printed copies (also known as hard copies) that are signed or sealed by LSA. Files in electronic media format or text, data, graphic, or other types that are furnished by LSA to client are only for convenience of client. Any conclusion or information obtained or derived from such electronic files will be at the user’s sole risk. When transferring documents in electronic media format, LSA makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those of LSA at the beginning of the assignment.

FORCE MAJEURE
Neither party shall be deemed in default of this Agreement to the extent that any delay in performance of its obligation results from any cause beyond its reasonable control and without its negligence.

LITIGATION
In the event that either party brings action under the proposal for the breach or enforcement thereof, the prevailing party in such action shall be entitled to its reasonable attorneys’ fees and costs whether or not such action is prosecuted to judgment.
NOTICES

Any notice or demand desired or required to be given hereunder shall be in writing, and shall be deemed given when personally delivered or deposited in the mail, postage prepaid, sent certified or registered, and addressed to the parties as set forth in the proposal or to such other address as either party shall have previously designated by such notice. Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received 5 days after the date on which it was mailed.

TERMINATION OF CONTRACT

Client may terminate this agreement with 7 days prior notice to LSA for convenience or cause. Consultant may terminate this Agreement for convenience or cause with seven days prior written notice to client. Failure of client to make payments when due shall be cause for suspension of services, or ultimately termination of the contract, unless and until LSA has been paid in full all amounts due for services, expenses, and other related charges.

If this Schedule of Standard Contract Provisions is attached to a proposal, said proposal shall be considered revoked if acceptance is not received within 90 days of the date thereof, unless otherwise specified in the proposal.
**HOURLY BILLING RATES EFFECTIVE JUNE 2019**

<table>
<thead>
<tr>
<th>Job Classification</th>
<th>Hourly Rate Range¹²</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Planning</strong></td>
<td></td>
</tr>
<tr>
<td>Principal</td>
<td></td>
</tr>
<tr>
<td>Environmental</td>
<td>Principal</td>
</tr>
<tr>
<td>Transportation</td>
<td>Principal</td>
</tr>
<tr>
<td>Air/Noise</td>
<td>Principal</td>
</tr>
<tr>
<td>Cultural/</td>
<td>Principal</td>
</tr>
<tr>
<td>Paleontological</td>
<td>Principal</td>
</tr>
<tr>
<td>Resources</td>
<td>Principal</td>
</tr>
<tr>
<td>Biology</td>
<td>Principal</td>
</tr>
<tr>
<td>GIS</td>
<td>Principal</td>
</tr>
<tr>
<td>Principal</td>
<td>$175–390</td>
</tr>
<tr>
<td>Associate</td>
<td>$125–245</td>
</tr>
<tr>
<td>Senior Planner</td>
<td></td>
</tr>
<tr>
<td>Environmental Planner</td>
<td>Senior</td>
</tr>
<tr>
<td>Transportation</td>
<td>Senior Air Quality/Noise Specialist</td>
</tr>
<tr>
<td>Planner</td>
<td>Senior Cultural Resources Manager/Paleontologist</td>
</tr>
<tr>
<td>Environmental Planner</td>
<td>Senior</td>
</tr>
<tr>
<td>Transportation</td>
<td>Air Quality/Noise Specialist</td>
</tr>
<tr>
<td>Planner</td>
<td>Climate Change Specialist</td>
</tr>
<tr>
<td>Environmental Planner</td>
<td>Assistant</td>
</tr>
<tr>
<td>Transportation</td>
<td>Assistant Air Quality/Noise Analyst</td>
</tr>
<tr>
<td>Assistant Planner</td>
<td>Assistant Cultural Resources Analyst</td>
</tr>
<tr>
<td>Environmental Planner</td>
<td>Assistant</td>
</tr>
<tr>
<td>Transportation</td>
<td>Assistant Biological/Botanist/Wildlife Biologist/Architectural Scientist/Herpetologist/Arborist</td>
</tr>
<tr>
<td>Office Services</td>
<td></td>
</tr>
<tr>
<td>Graphics</td>
<td>$115–150</td>
</tr>
<tr>
<td>Marketing</td>
<td>$75–125</td>
</tr>
<tr>
<td>Office Assistant</td>
<td>$65–115</td>
</tr>
<tr>
<td>Project Assistant</td>
<td>$70–145</td>
</tr>
<tr>
<td>Research Assistant/Intern</td>
<td>$50–80</td>
</tr>
<tr>
<td>Word Processing/Technical Editing</td>
<td>$95–125</td>
</tr>
<tr>
<td><strong>Field Services</strong></td>
<td></td>
</tr>
<tr>
<td>Senior Field Crew/Field Crew</td>
<td>$80–100</td>
</tr>
<tr>
<td><strong>Office Services</strong></td>
<td></td>
</tr>
<tr>
<td>Graphics</td>
<td>$115–150</td>
</tr>
<tr>
<td>Marketing</td>
<td>$75–125</td>
</tr>
<tr>
<td>Office Assistant</td>
<td>$65–115</td>
</tr>
<tr>
<td>Project Assistant</td>
<td>$70–145</td>
</tr>
<tr>
<td>Research Assistant/Intern</td>
<td>$50–80</td>
</tr>
<tr>
<td>Word Processing/Technical Editing</td>
<td>$95–125</td>
</tr>
</tbody>
</table>

¹ The hourly rate for work involving actual expenses in court (e.g., giving depositions or similar expert testimony) will be billed at $400 per hour regardless of job classifications.

² Hourly rates are subject to review at least annually, on or about June 1 of each year, and may be adjusted to reflect changing labor costs at LSA’s discretion at that time.

**LSA IN-HOUSE DIRECT COSTS EFFECTIVE JUNE 2019¹**

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit Cost</th>
<th>Description</th>
<th>Unit Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reproduction (8.5 x 11) B/W</td>
<td>$0.07 per page</td>
<td>GPS Unit</td>
<td>$75.00 per day</td>
</tr>
<tr>
<td>Reproduction (8.5 x 11) Color</td>
<td>$0.40 per page</td>
<td>Total Station Surveying Instrument</td>
<td>$50.00 per day</td>
</tr>
<tr>
<td>Reproduction (11 x 17) B/W</td>
<td>$0.10 per page</td>
<td>Level (Laser or Optical)</td>
<td>$25.00 per day</td>
</tr>
<tr>
<td>Reproduction (11 x 17) Color</td>
<td>$0.75 per page</td>
<td>Laser Rangefinder</td>
<td>$25.00 per day</td>
</tr>
<tr>
<td>CD Production</td>
<td>$5.00 per CD</td>
<td>Sound Meter</td>
<td>$75.00 per day</td>
</tr>
<tr>
<td>USB Flash Drive</td>
<td>$5.00 per drive</td>
<td>Sound Meter with Velocity Transducer</td>
<td>$85.00 per day</td>
</tr>
<tr>
<td>Plotting</td>
<td>$3.75 per sq ft</td>
<td>Aerial Photo</td>
<td>Cost</td>
</tr>
<tr>
<td>Aerial Drone</td>
<td>$200.00 per day</td>
<td>Boat Rental</td>
<td>$125.00 per day</td>
</tr>
<tr>
<td>Mileage Off-Road</td>
<td>Current federal rate</td>
<td>Water Quality Meter</td>
<td>$25.00 per day</td>
</tr>
<tr>
<td>Mileage On-Road</td>
<td>Current federal rate</td>
<td>Night Vision Goggles</td>
<td>$50.00 per unit per night</td>
</tr>
</tbody>
</table>

¹ Direct costs shall be reimbursed at cost plus 10 percent.
MENLO UPTOWN
MULTI-FAMILY HOUSING & TOWNHOMES
MENLO PARK, CA

STUDY SESSION REVIEW SUBMITTAL TO THE CITY OF MENLO PARK
JANUARY 17, 2019
Municipal Code 16.45.120 (2)
Minimum Stepback above the base height of 45 ft:
70% for a minimum of 75% of the building face
along public streets for buildings upper stories

Project Compliance:
Building is below the 45' base height stepback
definition; standard does not apply

Municipal Code 16.45.120 (2)
Building Projections:
Maximum 6' from the required stepback

Project Compliance:
All building projections are within 6' from required
stepback