

PROJECT SPONSOR AGREEMENT

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



Agreement #: 2963

AGREEMENT BETWEEN THE CITY OF MENLO PARK AND PENINSULA INNOVATION PARTNERS, LLC

THIS AGREEMENT made and entered into at Menlo Park, California, this 6/3/2020,
by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as
"CITY," and PENINSULA INNOVATION PARTNERS, LLC, hereinafter referred to as "FIRST PARTY."

WITNESSETH:

WHEREAS, Peninsula Innovation Partners, LLC on behalf of Facebook, Inc. proposes to redevelop the property addressed 1350-1390 Willow Road, 925-1098 Hamilton Avenue, and 1005-1275 Hamilton Court (Assessor's Parcel Numbers 055-440-350, 055-440-210, 055-440-110, 055-440-300, 055-440-130, 055-440-190, 055-440-090, 055-440-230, 055-440-310, 055-440-260, 055-440-330, 055-440-320, 055-440-050, 055-440-030, 055-440-010, 055-440-040, 055-440-020), Menlo Park, with approximately 126,500 square feet of retail including a grocery store, pharmacy, and restaurant uses, a minimum of 1,500 housing units, a limited service hotel of approximately 200 rooms, and office buildings totaling approximately 1,750,000 square feet. The project would result in a net increase of 1,000,000 square feet of commercial uses at the site (excluding retail and hotel uses). The site would be constructed in phases, hereinafter referred to as the "Willow Village Project"; and

WHEREAS, the City has determined that the preparation of a Water System Analysis, hereinafter referred to as the "WSA" is required;

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-1.

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 West Yost Associates, Inc., (the "Consultant") to prepare the Water System Analysis (WSA), as described in Exhibit A-1.

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 \$59,450 for the preparation of the Water System Analysis; 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 WSA 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 \$59,450 for the preparation of the WSA, (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 Peninsula Innovation Partners, 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 WSA, 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 WSA. 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:

Kyle Perata
Community Development
701 Laurel Street
Menlo Park, CA 94025
650-330-6721
ktperata@menlopark.org

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

Brian Zubradt
Peninsula Innovation Partners, LLC
c/o Facebook, Inc.
1601 Willow Road
Menlo Park, CA 94025
zubradt@fb.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 WSA and that the legal adequacy of the WSA 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:

DocuSigned by:
Brian Zubratt
C5D25A95392A4C3...

6/3/2020

Signature

Date

Brian Zubratt

Head of Mixed-Use Development

Printed name

Title

36-4808879

Tax ID#

APPROVED AS TO FORM:

DocuSigned by:
Cara E. Silver
CD6C53C794E6491

6/3/2020

Cara E. Silver, Interim City Attorney

Date

FOR CITY OF MENLO PARK:

DocuSigned by:
Starla Jerome-Robinson
08D907BD201744C...

6/3/2020

Starla Jerome-Robinson, City Manager

Date

ATTEST:

DocuSigned by:
Judi A. Herren
39280A20D0BE491...

6/3/2020

Judi A. Herren, City Clerk

Date



April 14, 2020

SENT VIA: EMAIL

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

SUBJECT: Proposal for Water System Analysis - Facebook Willow Village Project

Dear Kyle,

In response to your request, West Yost Associates (West Yost) is pleased to provide our proposal to the City of Menlo Park (City) for engineering services to evaluate water distribution system improvement needs for the proposed Facebook Willow Village Project (Project). The purpose of the analysis is to prepare a comprehensive capital improvement program to identify needs for the water distribution system serving the Project.

PROJECT BACKGROUND

The Project is located within the City's Bayfront area, and is bounded by Willow Road to the west, O'Brien Drive to the south, the Life Sciences District to the east, and the Joint Powers Board Rail Corridor to the north. Facebook has developed a master plan for the Project that will redevelop an existing commercial/industrial space with a new mixed-use development consisting of office, residential and retail spaces. Facebook proposes to abandon existing roads and water system infrastructure within the property and construct new private roads with water system pipelines owned and operated by Menlo Park Municipal Water (MPMW), installed in easements within the private roads.

The Project is part of the MPMW Lower Zone, which is supplied by three turnouts and pressure regulating valve (PRV) stations from the San Francisco Public Utilities Commission (SFPUC) Regional Water System. The Project is currently served through a single 10-inch diameter pipeline that connects to a 12-inch diameter pipeline in Willow Road. MPMW currently has three emergency connections with the City of East Palo Alto on streets connecting to University Avenue.

As part of MPMW's Water System Master Plan (WSMP), the Project Area and the Life Sciences District were found to have deficiencies in meeting fire flow and improvements were identified to address fire flow needs. Two pipeline projects were identified in the WSMP – one improvement along O'Brien Drive, and one improvement through the Project area. With the re-alignment of roads and pipelines in the Project area, a key part of the evaluation will be to make sure that the Project can meet fire flow and also does not impact the Life Sciences District's ability to meet fire flow.

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The following scope of work provides descriptions of each of the key tasks necessary to perform the evaluation.

SCOPE OF WORK

Our proposed scope of work is divided into seven key tasks, described in more detail below.

- Task 1. Water Demand Review and Update
- Task 2. Update Hydraulic Model
- Task 3. Perform Hydraulic Evaluation
- Task 4. Prepare Technical Memorandum
- Task 5. Project Management and Meetings
- Optional Task 6. Evaluate SFPUC PRV Feasibility

Task 1. Water Demand Review and Update

As part of the WSMP, MPMW developed future water demand projections using data developed for ConnectMenlo, which updated the City's General Plan land use and circulation elements and zoning for the Bayfront Area, including the Study Area. MPMW developed spatial estimates of water demands using water analysis zones (WAZs) that were developed from the traffic analysis zones used in the ConnectMenlo environmental impact evaluations. The Study Area encompasses the entire WAZ 2070. Water demands were spread uniformly within the WAZ, since re-development planning data was not available for the WSMP.

West Yost will review future water demand estimates provided for the Project and the Life Sciences District and update the hydraulic model with anticipated demands. It is anticipated that more detailed water demand estimates will be available for the Project, since a master plan has been completed for that area. The current plan is based on providing 1,735 dwelling units. As part of the Willow Village Environmental Impact Report (EIR), project variants with 2,000 units and 1,500 units will also be evaluated. It is anticipated that Tarlton Properties will provide ranges of anticipated water use for proposed developments. From the water demands provided by Tarlton Properties and Facebook, West Yost will determine spatial locations for water demands and estimate maximum day and peak hour demands to be allocated in the hydraulic model for the base scenario and project variants.

Task 1 Deliverables: No separate deliverable will be prepared for this task; revised water demands will be updated in the hydraulic model as part of Task 2.

Task 2. Update Hydraulic Model

MPMW has existing water system pipelines within the Project area, which will be abandoned and replaced with new pipelines in new alignments. The Willow Village master plan proposes water system layouts for the Project area.

Using the distribution system hydraulic model developed as part of the WSMP, West Yost will update the model with currently proposed alignments and the WSMP improvement along O'Brien Drive as a starting point for the analysis. West Yost will also spatially allocate demands to the model, using information developed in the Task 1 analysis.

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Task 2 Deliverables: No separate deliverable will be prepared for this task; the updated model will be documented in Task 6.

Task 3. Perform Hydraulic Evaluation

West Yost will use the updated hydraulic model to evaluate the hydraulic adequacy of existing and proposed pipelines in the Project area. The Project area will be evaluated using 2040 demand conditions, and assuming full development of the Project and Life Sciences District. Peak hour (normal operations) and maximum day plus fire flow scenarios will be evaluated to determine the adequacy of existing and proposed infrastructure. Where deficiencies are identified, West Yost will propose improvements. The planning and design criteria established as part of the WSMP will be used to identify deficiencies and determine the sizing of improvements. Sensitivity evaluations will be performed with demands for the two Project variants being evaluated in the EIR to identify whether there would be any recommended changes in sizing of proposed improvements.

Once improvements are identified, West Yost will use the 2040 modeling scenario to evaluate Phase 1 of the Project with full buildout of the Life Sciences District, to identify pipelines that need to be installed to provide adequate fire flow capacity for both the Phase 1 Project and Life Sciences District.

Task budgeting assumes that the City will provide specific fire flow requirements for the different building locations in the Project area, based on consultation with the Menlo Park Fire District. Fire flow requirements evaluated in the WSMP will be used for the Life Sciences District.

As part of this task, West Yost will also evaluate how best to sequence construction of water system infrastructure associated with Phase 1 of the Project so that adequate service to the Life Sciences District is maintained during construction. Items such as maintaining infrastructure in service, and/or temporary above-ground piping, will be considered and will be developed in collaboration with the Project Team. West Yost will use the hydraulic model to evaluate the adequacy of the proposed sequencing. Budgeting assumes up to two scenarios to evaluate potential sequencing.

West Yost will meet with the City and Project representatives to review findings of the evaluation and receive input. Budgeting assumes up to two additional alternatives to be evaluated, based on developer representative input. For each alternative, a maximum day plus fire flow scenario will be evaluated for full development and Phase 1 Project development plus Life Sciences District full development.

For the analysis, up to six scenarios in total will be evaluated for maximum day plus fire flow:

- One scenario for buildout of the proposed Project
- Two scenarios for buildout with the proposed Project housing density variants being evaluated in the Project EIR
- One scenario for Phase 1 of the Project
- Up to two alternatives, if recommended by developer's representatives

Task 3 Deliverables: Meeting handouts and notes; analysis and results to be documented in Task 6.

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Task 4. Prepare Technical Memorandum

West Yost will prepare a draft technical memorandum (TM) documenting the findings and conclusions of the hydraulic evaluation. West Yost will incorporate City comments and develop a final TM.

Task 4 Deliverables: West Yost will provide an electronic copy of the Draft and Final TM in PDF format.

Task 5. Project Management and Meetings

West Yost will provide overall project management activities to keep this project on schedule and within budget. The day-to-day management activities will include work coordination, communicating project progress to the City, and project invoicing. Budgeting includes the following meetings during the project:

- Initial kick-off meeting to discuss the goals and objectives of the analysis. This meeting is assumed to be face-to-face, unless shelter-in-place orders are still in effect, in which case it will be conducted as an online meeting.
- A conference call meeting to present preliminary results of the hydraulic evaluation to receive input from the City and the developers
- A conference call meeting to review comments on the draft technical memorandum

Task 5 Deliverables: Meeting handouts, meeting notes memorializing decisions, project invoices and project reports.

Optional Task 6. Evaluate SFPUC PRV Feasibility

Tarleton Properties has requested that the analysis evaluate the feasibility of providing a new supply turnout and pressure regulating station from the SFPUC Regional Water System. A new supply turnout could potentially benefit both the Project and the Life Sciences District.

West Yost will contact SFPUC to determine requirements and estimated SFPUC costs for providing a new turnout, including specific implementation steps and timeline. West Yost will also conduct a hydraulic analysis, based on the Task 3 full development analysis to evaluate if the construction of a new turnout and PRV would provide a hydraulic benefit to the Project, and to see if all recommended infrastructure is needed if a new turnout is provided. The analysis will also assess how the new turnout and PRV would operate in concert with other PRVs in the Lower Zone.

Task 6 Deliverables: No separate deliverable will be prepared for this task. Findings and conclusions will be documented in Task 6. Estimated capital costs will be provided in Task 5.

PROJECT BUDGET

The total hours and budget for the base scope of services described above is estimated to be \$51,350 and for Optional Task 6, \$8,100. A breakdown of the estimated hours and costs is shown on Table 1. As noted on the table, the Optional Task 6 was requested by Tarleton Properties and would benefit the Life Sciences District, but would also benefit the Project, so a cost-share of 60 percent for Tarleton and 40 percent for Facebook is assumed.

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West Yost will perform all work on a time and materials basis at our 2020 Billing Rate Schedule (attached) and will not exceed the estimated cost without written authorization. If additional work is identified that is not included in this scope of work, we will perform additional work only after receipt of the City's written authorization.

Table 1. Estimated Level of Effort and Project Budget		
Task	West Yost Estimated Hours	West Yost Estimated Staff Budget, dollars
Task 1. Water Demand Review and Update	28	\$6,200
Task 2. Update Hydraulic Model	18	\$3,890
Task 3. Perform Hydraulic Evaluation	93	\$19,740
Task 4. Prepare Technical Memorandum	61	\$13,240
Task 5. Project Management and Meetings	32	\$8,280
Total Project Budget for Base Scope of Work	269	\$51,350
<i>Optional Task 6. Evaluate SFPUC PRV Feasibility^(a)</i>	36	\$8,100
Total Project Budget Including Optional Task 6	305	\$59,450
(a) This task was included at the request of Tarlton Properties. However, a PRV constructed near the Project would benefit both the Life Sciences District and the Project. If this task is approved, it is assumed to be allocated 60% to Tarlton and 40% to Facebook.		

SCHEDULE

Work will begin upon receipt of Notice to Proceed and receipt of data from the City. We anticipate that the evaluation and development of a draft TM will take approximately four months to complete. A final TM will be issued within two weeks following West Yost receipt of comments on the draft TM.

This proposal is a firm offer for a period of 90 days from the date of this letter.

We look forward to assisting the City with this important project. Please do not hesitate to call me at 925-408-4149 or email me at pboissevain@westyost.com if you have any questions or need additional information.

Sincerely,

WEST YOST ASSOCIATES



Polly L Boissevain
 Engineering Manager II
 RCE #36164

PLB: RDV: jb

Attachment A: 2020 West Yost Billing Rate Schedule

ATTACHMENT A
2020 West Yost Billing Rate Schedule



2020 Billing Rate Schedule

(Effective January 1, 2020 through December 31, 2020) *

POSITIONS	LABOR CHARGES (DOLLARS PER HR)
ENGINEERING	
Principal/Vice President	\$281
Engineering/Scientist/Geologist Manager I / II	\$267 / \$279
Principal Engineer/Scientist/Geologist I / II	\$242 / \$257
Senior Engineer/Scientist/Geologist I / II	\$217 / \$227
Associate Engineer/Scientist/Geologist I / II	\$187 / \$200
Engineer/Scientist/Geologist I / II	\$151 / \$175
Engineering Aide	\$86
Administrative I / II / III / IV	\$76 / \$96 / \$116 / \$128
ENGINEERING TECHNOLOGY	
Engineering Tech Manager I / II	\$275 / \$277
Principal Tech Specialist I / II	\$252 / \$263
Senior Tech Specialist I / II	\$231 / \$242
Senior GIS Analyst	\$211
GIS Analyst	\$199
Technical Specialist I / II / III / IV	\$147 / \$168 / \$189 / \$210
Cross Connection Specialist I / II / III / IV	\$110 / \$120 / \$135 / \$150
CAD Manager	\$168
CAD Designer I / II	\$130 / \$146
CONSTRUCTION MANAGEMENT	
Senior Construction Manager	\$272
Construction Manager I / II / III / IV	\$164 / \$176 / \$187 / \$237
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	\$144 / \$160 / \$178 / \$185
Apprentice Inspector	\$130
CM Administrative I / II	\$70 / \$94
Field Services	\$185

- Technology and Communication charges including general and CAD computer, software, telephone, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses will be billed at 6% of West Yost labor.
- Outside Services such as vendor reproductions, prints, shipping, and major West Yost reproduction efforts, as well as Engineering Supplies, etc. will be billed at actual cost plus 15%.
- Mileage will be billed at the current Federal Rate and Travel will be billed at cost.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness, research, technical review, analysis, preparation and meetings billed at 150% of standard hourly rates. Expert witness testimony and depositions billed at 200% of standard hourly rates.
- A Finance Charge of 1.5% per month (an Annual Rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

* This schedule is updated annually



2020 Billing Rate Schedule (continued)

(Effective January 1, 2020 through December 31, 2020) *

Equipment Charges

EQUIPMENT	BILLING RATES
Gas Detector	\$80/day
Hydrant Pressure Gauge	\$10/day
Hydrant Pressure Recorder, Standard	\$40/day
Hydrant Pressure Recorder, Impulse (Transient)	\$55/day
Trimble GPS – Geo 7x	\$220/day
Vehicle	\$10/hour
Water Flow Probe Meter	\$20/day
Water Quality Multimeter	\$185/day
Well Sounder	\$30/day

* This schedule is updated annually