

# PROJECT SPONSOR AGREEMENT

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



Agreement #: 3045

## PROJECT SPONSOR AGREEMENT BETWEEN THE CITY OF MENLO PARK AND HIBISCUS PROPERTIES, LLC

THIS PROJECT SPONSOR AGREEMENT ("Agreement") is made and entered into at Menlo Park, California, this 9/2/2020, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "City," and HIBISCUS PROPERTIES, LLC, hereinafter referred to as "Project Sponsor".

### WITNESSETH:

WHEREAS, Hibiscus Properties LLC, proposes to construct a new SR 84/Bayfront expressway pedestrian overcross bridge, at the property addressed 1 Facebook Way (Assessor's Parcel Number 055-260-290), Menlo Park; and

WHEREAS, the Consultant, as defined below, is licensed to perform the scope of work identified in this Agreement 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 Carlson Management Inc. (the "Consultant") for the construction management services on the pedestrian overcross bridge, 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 \$83,038.20 for the construction management services on the pedestrian overcross bridge; 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 of the construction administration of the pedestrian overcross bridge and, therefore, shall be paid solely from City funds by the City; and

The Project Sponsor agrees (a) to pay the City up to \$83,038.20 for the construction management services on the pedestrian overcross bridge, (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 with legal counsel reasonably acceptable to the City, 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 Agreement by the Project Sponsor, and receipt of payment, the City shall enter into the contract with the Consultant and shall monitor the performance of the Consultant. The Consultant shall provide services as described in Exhibit A, Scope of Work, independently and in accordance with the industry standards; and 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:

Chuck Andrews  
Community Development  
701 Laurel Street  
Menlo Park, CA 94025  
650-330-6757  
chandrews@menlopark.org

Notices required to be given to the Project Sponsor shall be addressed as follows:

Marinus Lamprecht  
Hibiscus Properties LLC  
1 Facebook Way  
Menlo Park, CA 94025  
mlamprecht@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, 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 Project Sponsor.

### 6. TERMINATION OF AGREEMENT

If the Project Sponsor, 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 the construction management services on the pedestrian overcross bridge project. 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:  
*Marinus Lamprecht*  
90960045BFE140D...

Signature

Marinus Lamprecht

Printed name

30-0869384

Tax ID#

8/18/2020

Date

Project Manager

Title

**APPROVED AS TO FORM:**

DocuSigned by:  
*Cara E. Silver*  
6D6C53C794F6491...

Cara E. Silver, Interim City Attorney

9/2/2020

Date

**FOR CITY OF MENLO PARK:**

DocuSigned by:  
*Starla Jerome-Robinson*  
6BD907BD261744C...

Starla Jerome-Robinson, City Manager

9/2/2020

Date

**ATTEST:**

DocuSigned by:  
*Judi A. Herren*  
39280A20D0BE491

Judi A. Herren, City Clerk

9/2/2020

Date

## EXHIBIT A

### SCOPE OF WORK

#### BAYFRONT POC

Provide construction management services including construction inspection and pile dynamic analysis services to the City of Menlo Park for capital improvement project referred to as the Bayfront POC at State Route 84/Bayfront Expressway in Menlo Park.

#### 1. CONTRACT ADMINISTRATION

- a. Administration – CONSULTANT shall perform all construction administration activities, including correspondence and document control. It is understood document control will utilize Facebook's system and be modified to meet conditions as included in Caltrans Agreements and is anticipated to follow requirements of Caltrans Construction Manual and Caltrans Uniform filing system. CONSULTANT shall provide complete support services for field personnel, including office support and coordination of inspection, surveying, and testing firms. Consultant shall enter inspection information on a daily basis in the City's building management system (Accela).
- b. Reporting – CONSULTANT shall utilize Caltrans procedures and policies, and CITY requirements as necessary, regarding documentation of events, compilation of quantities, contractor progress payments, final payment, and record drawings. The required records pertaining to the job site staff include timesheets. Records involved in monitoring Contractor's work include weekly statement of working days and monthly progress report. CONSULTANT staff shall enter the inspections performed daily in the Accela system. The most current Caltrans Construction Manual is the principal reference for CONSULTANT'S field personnel.
- c. Project Meetings – CONSULTANT shall attend weekly progress meetings and other project related meetings with the City and Facebook.
- d. Document Tracking – CONSULTANT shall track all documents during the course of the project. Documents to be tracked include but are not limited to all correspondence, shop drawings, test results, change orders, potential change order items, potential claims, design clarifications, photographs, etc. Document tracking shall utilize Facebook's existing document control system.
- e. Documentation – CONSULTANT shall document the Contractor's and utility companies' activities on a daily basis; meetings related to the project; changed conditions; change orders; weather; accidents; environmental mitigation; and all other items that may be necessary for reviewing progress payments; evaluating and processing change orders; and resolving potential claims. Documentation is to include both written text and photographs. Progress photographs of the overall project are to be taken and a set included in the final project records on the City's Accela system.

## **2. CONSTRUCTION SURVEYING**

CONSULTANT shall review staking requests submitted by Contractor and coordinate staking with Project's construction staking firm. Construction staking to be accomplished via separate contract.

## **3. INSPECTION AND TESTING**

CONSULTANT shall:

- a. Provide construction inspection in accordance with Caltrans procedures for all project items. Items include those identified on Special Inspection and Structural Observation Agreement produced for Facebook Bayfront Pedestrian Overcross Bridge, Building Permit No. 2018-1295.
- b. Coordinate the activities of source inspectors, testing laboratories and surveyors. Coordinate with representatives from utility companies and the administration of all project permits and utility relocations.
- c. Coordinate with Caltrans and City of Menlo Park as well as other outside agencies as appropriate
- d. Maintain an approved and up-to-date set of plans and specifications at the job site.
- e. Review all certificates of inspections and tests.
- f. Provide final inspection and punch list.

## **4. POST CONSTRUCTION PHASE**

After acceptance of construction contract, CONSULTANT will prepare a Construction Completion Report that will include:

- Comprehensive Project Records (per Caltrans and City requirements)



Pro Rata Estimate  
Construction Management  
and Inspection Services for  
Bayfront POC, Menlo Park

08/10/2020

		COST ESTIMATE					
Staff / Role		TOTAL HOURS	2020 Hours	2021 Hours	2020 Rate	2021 Rate	Cost Extended
Bill Carlson, PE Resident Engineer	ST	344.5	240	104.5	\$ 206.00	\$ 212.00	\$ 71,594.00
Inspector (subconsultant)	ST	70	40	30	\$ 159.65	\$ 164.44	\$ 11,319.20
Inspector (subconsultant)	OT	0	0	0	\$ 185.40	\$ 190.60	\$ -
Total Hours		414.5	280	134.5			\$ 82,913.20
<b>TOTAL BASE SERVICES</b>							<b>\$ 82,913.20</b>
Construction Staking Services (By Others)							\$ -
Source/Materials Testing Services (By Others)							\$ -
PDA for Test Pile Program (N/A)							
ODCs at Owner's Request							\$ 125.00
<b>TOTAL SERVICES</b>							<b>\$ 83,038.20</b>

## Notes:

1. This cost estimate is based on preliminary schedule "Appendix F - MPK-22 Bridge Schedule 2020.06.19 Tentative.pdf" with bridge data date of 05.29.2020 and reflects a pro rata share of existing construction management and inspection services contract.
2. Resident Engineer position is not subject to prevailing wage rates. Inspector position is subject to prevailing wage rates. The rates for this position comply with the prevailing wage rates for the classification "Building/Construction Inspector."
3. Hourly rates include wage, overhead, fee, truck and cellphone for each employee. A 3% rate increase for 2021 is included for labor inflation.
4. Markup on inspector (subconsultant) position is included in rate above
5. Construction staking by others.
6. Source/materials testing services by others.
7. Pile Dynamic Analysis (PDA) services estimate above includes 10% markup
8. ODCs at City's Request is included for budgeting purposes and is subject to 5% markup on actual cost. This could include supplies, printing, etc. all subject to City's prior approval.
9. This cost proposal is valid for 90 days from date of submittal.