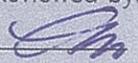


Agenda Report Reviewed by:
 City Manager: 

**CITY OF SEBASTOPOL
 CITY COUNCIL
 STAFF REPORT**

Meeting: March 1, 2016
 To: City Councilmembers
 From: Pine Grove Square Committee
 (Mayor Gurney, Councilmember Slayter, and City Manager McLaughlin)
 Subject: Award of Contract for Pine Grove Square Consulting
 Recommendation: That the Mayor and City Council Approve the Award of Contract for Pine Grove Square to Linda Herman Consulting
 Funding: Currently Budgeted: Yes No N/A
 Net General Fund Cost: \$35,000.00
 Amount: \$35,000.00

INTRODUCTION:

This item is to request City Council Approve the Award of Contract for Pine Grove Square to Linda Herman Consulting.

BACKGROUND:

In 2014, the City Council began the process to discuss future location and building of a new City Hall/Civic Center. A Council Sub-Committee was formed to work to forward this idea. On March 18, 2014, the Sub-Committee presented an informational report to the City Council on the work performed by the Sub-Committee to begin the process to locate and build a new civic center. The Sub-Committee proposed that City-owned parking lots bordered by Burnett Street, Petaluma Avenue, and South Main Street were ideal to accommodate a full sized civic center plus significant commercial uses, and depending on circumstances, meet the sites parking needs, and even provide open space, a small park, and public gathering space.

At that meeting, the Council provided direction to the Sub-Committee as follows: "Directed staff to identify and work with a consultant to be determined to explore the feasibility of the entering into a private/public partnership to develop existing parking area in downtown." Further work was delayed pending the results of the election. Given the passage of Measure R, the City began working with an outside individual to prepare the Request for Qualifications for Consultant Services which was sent out to a number of firms. The deadline for submittals was August 1, 2015.

As of August 1, 2015, the City had received only one Proposal for Consultant Services, which was summarily rejected as non-responsive. The response period was extended to October 1, 2015, and prior to the new deadline a further Proposal for Consultant Services was received, from Linda Herman Consulting. The PGS Committee has met and reviewed the proposal from Linda Herman Consulting and is recommending that her firm be retained. At the mid-year budget review the Budget Committee presented a proposed budget for the remainder of the current fiscal year, and the City Council on February 2, 2016 approved a budget of \$35,000 to fund the Linda Herman Consulting proposal.

DISCUSSION:

As part of the City Council packet for the mid-year budget adjustments on February 2, 2016, the PGS Committee submitted a memorandum to the Council outlining its thoughts concerning the PGS project. Excerpts below will explain the Committee's recommendation that the City move forward with this proposal at this time:

The Pine Grove Square Committee respectfully requests the Budget Committee consider funding the Proposal received from Linda Herman Consulting to prepare a plan for the commercial development of the City-owned parking lots at the "Pine Grove Square" site, which plan would include a new civic center, and additional buildings for office, commercial and/or residential use in the downtown core.

The work will focus on what the Committee believes is essentially an underdeveloped area from the Joe Rodota trailhead to Ives Park. It will provide for the revitalization of S. Main St., and will create interest in the development of near-by properties such as the postal annex, the former gas station, etc.

If agreed to, this request would replace the line item for "Economic Development Services" carried over from the FY 15/16 Budget approval last June. The cost is approximately the same, and there is an overlap of services in that Linda Herman's proposal contemplates performing a comprehensive analysis of the potential commercial development of Sebastopol's downtown area, including an assessment of community needs, which are tasks which were also part of the services which would have been performed by an economic development specialist.

The Committee believes that there will actually be time saved through this process, since it eliminates the time needed to locate an economic development specialist, and the time that person would need to become familiar with the City.

The result of Linda Herman's work would be a specific proposal for the commercial development of PGS, including a financial analysis, cost estimates, and preliminary design (suggested site plan and some details of representative buildings such as height and footprint), which would be put in a "package" to go out to prospective developers, who could use our plan, or propose a plan of their own.

Should the PGS project not move forward, the work done will continue to be beneficial to the City. The proposed scope of work contains significant tasks a potential EDS would complete, at a likely faster pace. As previously identified, the PGS project moves many existing City goals forward (both under the existing and draft new General Plan), including: completing a connection from the Joe Rodota trailhead to the downtown; promoting higher densities in downtown; eliminating an undeveloped block facing existing downtown buildings; and creating an incentive for neighboring property owners to improve their properties.

RECOMMENDATION: That the City Council Award of Contract for Pine Grove Square to Linda Herman Consulting, for Phase 1 of the Work Plan, to be completed this fiscal year. (Phase 2 is proposed to be budgeted for and completed in the next fiscal year. Note that if not all of Phase 1 is completed by June 30th it is also proposed to carry over any unspent portion of the funds appropriated for Phase 1.)

Attachment:

Contract

MASTER AGREEMENT FOR PINE GROVE SQUARE CONSULTANT

This AGREEMENT, made and entered into this _____ day of March, 2016, by and between the City of Sebastopol, a municipal corporation located in the County of Sonoma, State of California, hereinafter referred collectively to as "CITY" and Linda Herman Consulting, a sole proprietorship, with principal offices at P.O. Box 89, Lagunitas, CA 94938, hereinafter referred to as "CONSULTANT".

WHEREAS, CITY has the need for Consultant Services as outlined in the attached Proposal listed as Exhibit A; and

WHEREAS, the City desires to retain and contract for such services with the Consultant; and

WHEREAS, the Consultant is experienced in providing such services for municipal corporations and possesses the proper experience and background to carry out the duties involved in this contract; and

NOW, THEREFORE, in consideration of the mutual covenants, benefits and premises herein stated, the parties hereto agree as follows:

STATUS OF PARTIES

The parties to this contract agree that the Consultant is not an employee of the City of Sebastopol, and is not entitled to the benefits provided to its employees.

CONTROL OF WORK BY CITY AND CONSULTANT

The Consultant shall be directed by the City with respect to the products and goals of the agreement, but not as to the means and methods for accomplishing these products and goals, unless specified by what follows.

WITNESSETH: Both parties, for and in consideration of the covenants, conditions and stipulations hereinafter expressed, do hereby agree to the following:

A. The "Consultant" agrees to indemnify, defend and save harmless "City" from any and all claims and losses accruing or resulting to any and all City's Consultants, and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this agreement and from any and all claims and losses

accruing or resulting to any person, firm or corporation who may be injured or damaged by the "Consultant" in the performance of this agreement. The "City" agrees to identical terms with respect to the "Consultant".

B. The Consultant warrants and guarantees that the work hereunder shall be performed in the manner and according to the professional standards observed by a competent practitioner of the profession in which the Consultant is engaged. The City warrants and agrees that it will provide full and reliable information, and will render decisions promptly to avoid unreasonable delay to the progress of work performed by the Consultant.

C. In the event that either party should bring suit for the recovery of any sum due under this Agreement, or because of the breach of any provisions of this Agreement, then all costs and expenses, including without limitation, its actual professional fees such as attorneys' fees, incurred by the prevailing party shall be paid by the other party, which obligation on the part of the other party shall be deemed to have accrued on the date of the commencement of such action and shall be enforceable whether or not the action is prosecuted to judgment.

All claims, disputes, and other matters in question between the parties to this AGREEMENT, or breach thereof, may be decided by arbitration in accordance with the then-most current rules of the American Arbitration Association, if the parties mutually agree.

D. First publication rights and ownership of the data and information directly derived from work performed in connection with services rendered under this Agreement are retained by the City. The Consultant must obtain approval from the City prior to publication of any work-related products or reports. All records produced by CONSULTANT during the course of your work under this agreement are and at all times shall remain the property of the CITY and CONSULTANT shall assemble these records in an orderly fashion and shall make available to the public or to the officials of CITY as required. Copies of records shall be provided to the City from time to time, as requested.

E. Time is of the essence in this agreement.

F. No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral or unilateral understanding or agreement with respect to the work specified under this agreement shall be binding on any of the parties hereto. Modifications or amendments affecting the proposed scope of work hereunder that result in an adjustment of the maximum price of this Agreement shall be in writing and executed by both parties.

G. Either the City or the Consultant may terminate this Agreement in whole or in part, in writing for her/his convenience, provided the notified party is given not less than fourteen (14) calendar days written notice. Upon receipt of termination notice, the Consultant shall

deliver or otherwise make available all data, drawings, computer disks or files, specifications, reports, estimates, summaries and such information and materials as the Consultant possesses. The Consultant may only retain information and/or materials allowed by the City. Such allowance shall only be in written form, executed by City.

H. The scope of work provided by the Consultant to the City is fully described by the attached Proposal Exhibit A), including partial and total payments, products, services and dates of delivery. Partial payments, total payments, products and services and dates of delivery of products and/or services by the Consultant to the City are as specified in what follows, and such conditions may not be modified in any respect without both a written request from the requesting party and a written approval from the responding party. Services to be provided, products to be delivered, partial and total payments and dates of delivery of products and services are as in Proposal (Exhibit A).

I. Any outside services used in conjunction with this contract shall be approved by the City of Sebastopol prior to any work being authorized by the CONSULTANT.

J. Consultant shall procure and maintain for the duration of the contract insurance claims for injuries to persona or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, her/ his agents, representatives, or employees. Refer to Exhibit "B", INSURANCE REQUIREMENTS FOR CONSULTANTS (REMIF), attached hereto and thereby made a part of this contract.

K. Work, Rate and Schedule of Payments

The Consultant will provide services to City specifically related to the Proposal (Exhibit A).

Payments to Consultant will be made periodically, following completion of service and/or as otherwise detailed herein. The Consultant shall be paid within ten working (10) days, upon presentation of acceptable invoices to City for work performed. Only invoices approved by the City will be accepted for payment.

L. Other Miscellaneous Services - CITY may from time-to-time have the need for other services not specifically listed in this agreement for which CONSULTANT has the necessary experience and capabilities to provide. CITY and CONSULTANT may mutually agree to substitute services on a case by case basis.

M. Project Assignments - City may from time to time during the term of this agreement, solicit proposals from CONSULTANT for various City projects not related to the scope of work of this agreement. Individual project assignments will be awarded by amendments to this agreement, concurrent with the term of the master agreement. The City will award contract amendments for each project based upon a scope of services, work schedule, and fee proposal submitted to the City on request, and subject to approval by the City Staff.

N. Notices - For purposes hereof, unless otherwise provided in writing by the parties hereto, the address of the CITY and the proper person to receive any notice on the CITY'S behalf is:

Larry McLaughlin

City Manager

City of Sebastopol

7120 Bodega Avenue

Sebastopol, CA 95472

For the purposes hereto, unless otherwise provided in writing by the parties hereto, the address of CONSULTANT and the proper person to receive any notice on the

CONSULTANT'S behalf is:

Linda Herman

Linda Herman Consulting

P.O. Box 89

Lagunitas, CA 94938

O. Miscellaneous:

The titles used in this agreement are for general reference only and are not a part of the Agreement.

This Agreement shall be interpreted as though prepared by both parties.

Any provision of this agreement held to violate any law shall not invalidate the remainder of this Agreement.

This Agreement shall be interpreted under the laws of the State of California.

CONSULTANT has ten (10) working days to fulfill insurance requirements for this contract. Once the insurance has been received and approved by the CITY, contract shall become effective immediately and CITY will notify CONSUL TANT once insurance requirements have been met.

Any disputes, claims, and other matters in question arising out of or relating to this Agreement or breach thereof will be settled by arbitration in Sonoma County, California, in accordance with the Rules of the American Arbitration Associates, and judgment upon the award rendered by the Arbitrators may be entered in any court having jurisdiction thereof.

TERM OF AGREEMENT -This Agreement shall remain in effect for an initial term of 1 (one) year. Extensions of the agreement may be made upon mutual agreement of the parties hereto.

The total amount available to Consultant under the terms of this agreement will not exceed \$35,000 in the current Fiscal Year. If approved by the Sebastopol City Council for a budget in the next Fiscal Year, this agreement shall be extended or modified accordingly.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the duly authorized officers the day and year first above written in this Agreement.

CITY OF SEBASTOPOL

Consultant

Larry McLaughlin, City Manager

Linda Herman Consulting

City

Consultant

Date

Date

Attachments:

Exhibit A – Proposal

Exhibit B – Insurance Requirements

Pine Grove						
Preliminary Project Plan						
11.07.15						
Task	Duration	Start	Finish	Fee	Notes	
Project Initiation, Goal Setting, Preliminary Needs Assessment						
Initial meeting with City Team	1 day	4/6/16	4/6/16			
Obtain and review all relevant City documents provided	8 days	4/6/16	4/15/16			
Goal-setting meeting	1 day	4/18/16	4/18/16			
Interviews with key participants	5 days	4/19/16	4/25/16			
Prep and Issue documentation from meetings/interviews	14 days	4/26/16	5/13/16			
Develop Project Plan	3 days	5/16/16	5/18/16			
Meet with City Team to review	1 day	6/6/16	6/6/16			
Community meeting	1 day	6/9/16	6/9/16			
Fees:				\$15,000 - 20,000		
Team Selection + Contract Negotiation						
Prep and Issue RFP	2 weeks	6/7/16	6/21/16			
Receive and review RFP responses. Prepare summary analysis.	2 weeks	7/5/16	7/19/16			
Meeting with City Team	1 day	7/20/16	7/20/16			
Interviews (8)	2 weeks	7/25/16	8/8/16			
Meet with City Team to make final selections	1 day	8/9/16	8/9/16			
Contract Negotiations	2 weeks	8/15/16	8/29/16			
Architect						
Cost Estimator						
Real Estate Economic Advisor						
Public Finance Advisor						
Fees:				\$17,000-30,000		
Total Fees				\$32,000-50,000		

EXHIBIT A

INSURANCE REQUIREMENTS FOR CONSULTANTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1187) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the consultant's profession.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as applicable. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions liability: \$1,000,000 per occurrence.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and volunteers are to be covered as insureds as respects liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. The Workers Compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under terms of this policy which arise from the work performed by the named insured.
4. It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
6. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subsection (b) of Section 2782 of the Civil Code.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements affecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms provided those endorsements conform to City requirements. All original, signed certificates and endorsements are to be received and approved by the City prior to City's approval of the contract and commencement of work. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

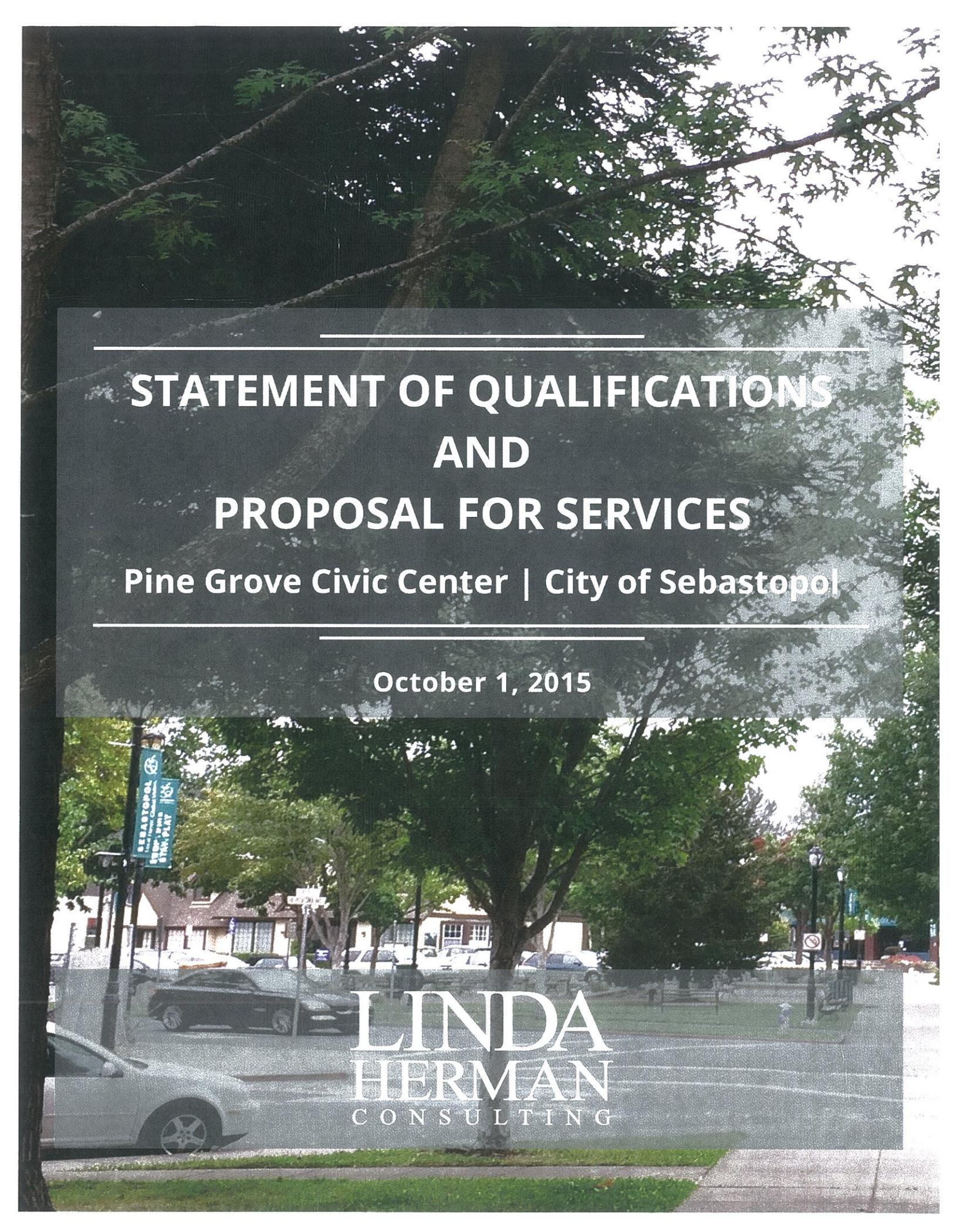
Subconsultants

Consultant agrees to include with all subconsultants in their subcontract the same requirements and provisions of this agreement including the indemnity and insurance requirements to the extent they apply to the scope of the Subconsultant's work. Subconsultants hired by Consultant agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under the Contract Documents. Subconsultant further agrees to include these same provisions with any Sub-subconsultant. A copy of the contract indemnity and insurance provisions will be furnished to the Subconsultant upon request. The Consultant shall require all subconsultant to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and Consultant will provide proof of compliance to the City.

STATEMENT OF QUALIFICATIONS AND PROPOSAL FOR SERVICES

Pine Grove Civic Center | City of Sebastopol

October 1, 2015



LINDA
HERMAN
CONSULTING

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October 1, 2015

Mr. Larry Laughlin, City Manager
City of Sebastopol, Office of the City Manager
7120 Bodega Avenue
Sebastopol, CA 95472

Re: Statement of Qualifications | Proposal of Services | City of Sebastopol |
Private/Public Development Opportunity

Dear Larry,

Linda Herman Consulting is pleased to submit this Statement of Qualifications and Proposal of Services to the City of Sebastopol for the potential development of Sebastopol's future civic center. Your project presents an exciting opportunity to explore the possibilities for a unique public/private partnership as well as chart the course for the future development of downtown Sebastopol. We believe our approach and proposed scope of services will best address the City's opportunities and challenges.

Our experience working with civic organizations makes us distinctly qualified to respond to your needs and to provide a meaningful process to reimagine the City's core. The project as outlined in the RFQ is quite broad and complex and will have many stakeholders likely, and require concurrent streams of work by multiple consultants. LHC proposes a conservative and fiscally responsible approach to maximize the City's resources, to be better able to control for budget and schedule.

We propose to work as your advocate to clarify the project goals and objectives, identify the needs of Sebastopol as a community, bring the right resources to the project, and determine the most efficient process for achieving those goals. With this approach, we will bring greatest value to Sebastopol. We envision working as we did with the City of San Francisco and the San Francisco Wholesale Produce Market, a public/private partnership. Over the course of 3 years, LHC coordinated and managed the feasibility study for the multi-phased redevelopment of the 500,000 SF food terminal, a project quite different from the downtown development of Sebastopol, yet with a very similar process. In our role as Owner's representative for the City, we worked closely with multiple city departments, a broad team of consultants, and the merchants who work at the Market while we successfully facilitated the process required to determine what could be built, what it would cost, and how it would be financed.

We are ideally suited to work with City of Sebastopol on this project and bring the following advantages:

Proven Track Record: With more than two decades of experience leading teams that produce high quality projects, we have an impressive roster of satisfied clients.

Proactive Management: We provide expert coordination, facilitation and management. It is our job to keep one step ahead, ensuring that our clients are well informed and not caught off guard with surprises and associated time and cost implications.

Experience with Civic Organizations: Civic organizations have unique needs that will need to be incorporated into your project process. We have successfully facilitated decision-making and consensus-building among diverse stakeholders, City agencies and staff.

It would be an honor to serve the City of Sebastopol. Thank you for taking the time to review our proposal. We look forward to the opportunity to meet and discuss the project further.

Regards,

A handwritten signature in black ink that reads "Linda Herman".

Linda Herman

Project Understanding & Approach

Project Understanding

The City of Sebastopol intends to explore the possibilities and feasibility for the development of City-owned property in the core of downtown Sebastopol. Our understanding of the objectives of this project is to build a new civic center with a new City Hall and a new branch library at its core, surrounded by mixed-use commercial, cultural, and/or residential development.

If possible, areas for public gatherings, a park, and open space will be incorporated in accordance with the City's "Planning for Healthy Communities," which notes that "Successful plazas positively affect health outcomes by allowing citizens to have a place to gather together." In addition to the primary parcel and depending on the potential development solutions, other nearby City-owned parcels may be included, to be used for these functions or for essential parking. It will be important to consider ways to maintain and enhance access to existing the Joe Retodo trail and other outdoor amenities, and include these in the planning of the site.

Ideally, the private components of the development will pay for the public improvements. We recommend conducting a feasibility study to determine what kinds of development can achieve these goals, with the aim of producing creative solutions for a public/private partnership that will minimize the City's risk and provide maximum economic benefit, both to the City and the private developer.

The feasibility study will look at the following questions:

- What can be built?
- How much will it cost?
- Is it financially viable?
- How will ownership be structured?
- How will it be financed?

The feasibility study needed to provide those answers will include the following:

- Land use analysis and site planning
- Architectural and site conceptual design
- Conceptual cost analysis of proposed option(s), establishing building costs
- Financial feasibility analysis for proposed options, resulting in realistic pro forma associated with each development option.
- Financing alternatives, including public, and other debt/equity instruments.

While we understand and are excited by the broad goals for this endeavor, we believe success comes from establishing specific goals and objectives and a clear process to achieve those goals at the very onset of the endeavor. Once these are identified, we will be able to better define the scope of services and consultants needed, which will provide for greater financial control by the City.

As the staff report of Feb 17, 2015 noted, "The scope of services that could be provided to the City on the RFQ are so broad that the anticipated budget cannot be determined..." It will be a cost benefit to the City to bring greater definition to the goals and needs of the project before undertaking the feasibility study outlined above.

Approach

LHC's recommended approach to this project utilizes best practices learned over our 30 years of experience; we want the City to proceed in the smartest way possible. Our approach will result in value-based decision-making, maximized efficiencies in all phases, and a more meaningful level of participation by all stakeholders.

Project Initiation

As an initial step, LHC will meet with the City Manager to review the City Council Sub-Committee recommendations and other relevant work completed to date. We will receive direction on formation of the project's stakeholder group and define decision-making protocols.

Establish all project goals with all key stakeholders

LHC will conduct goal-setting meetings as needed with the City Manager and the identified stakeholder group. Not only will the goals for budget, schedule and function be affirmed, but the goals for communication, team participation, stakeholder participation, and community participation will be established. Working with multiple stakeholders, identifying the decision-maker(s) and by what process decisions will be made is a key component to moving a project forward successfully.

Assess project and community needs:

Before embarking on feasibility, establishing the stakeholders' priorities is an important first step. We propose to conduct programming sessions with City departments and the library to assess the preliminary requirements for the new City Hall and library. As part of this initial information-gathering stage, we will interview key participants to better understand the project history and what of the work-to-date is valued and relevant. We will set priorities. We will address what downtown Sebastopol needs and what is the highest and best use for this property (they are not always the same). What needs are currently not being met that this project might address? Are there other wider needs for Sebastopol that may be served by this project? Are there other developments (i.e. Diamond Lumberyard project) which need to be considered?

Involve all team members at the start of the feasibility process

Once the consultant team is in place, LHC will coordinate a kick-off meeting with all members of the team and the designated stakeholder group and City staff. The primary objectives of this meeting are to articulate all the goals for the project, set the tone for team collaboration, establish strategy for an efficient process, and establish protocols for team communication and decision-making. With all participants involved at the outset of the process, and subsequently engaged at key decision points throughout the process, they will be more invested in the project's process, its overall progress, and its ultimate outcome.

Establish realistic schedule milestones with stakeholder consensus

Careful monitoring of the schedule and consultant team discipline regarding project goals results in on-time projects. At the onset of the project, LHC will prepare a Project Plan, establishing all milestones for each phase, which will be carefully reviewed and vetted with the team. LHC's experience monitoring complex schedules and tracking multiple parties for other cultural and civic organizations brings a level of expertise that will ensure the teams' efforts are coordinated to timely completion.

Create a collaborative environment

Effective collaboration allows for open dialog and the highest levels of integrity by team members, inspires team members to perform their best while minimizing misunderstandings and errors. LHC contributes to this environment at the team table with skilled group facilitation and support in a congenial yet disciplined atmosphere, and builds trust and mutual respect by modeling forthright, clear communications.

Facilitate project and community meetings with established outcomes

LHC brings great value to a project by providing highly skilled meeting facilitation, resulting in effective meetings and consensus-building; our processes are outcome-driven. Outcome-driven meetings are a key component to maintaining the project schedule. Additionally, we recommend facilitating meaningful community participation. Sebastopol's community can be very engaged in civic matters and should be included at an appropriate level at the appropriate time.

At the conclusion of this process, the City will have a very complete picture as to what can be built, what it will cost, how it will get developed and how best proceed with the development.



Proposed Services

Overview of Services

From the inception of a project, Linda Herman Consulting maximizes resources while minimizing the risks inherent in any complex project by reducing uncertainties and improving predictability within the process. We do this by providing the following core services:

Owner Representation:

We are your trusted advisor, representing your concerns and interests. We establish and maintain project parameters and objectives, provide guidance for decision-making throughout project, and assist with owner responsibilities.

Project Management:

Develop and manage the Project Plan, including budget and schedule. Assist with team selection and contract negotiation, coordinate with diverse stakeholders, including community groups, city departments, and state and county regulatory agencies. Achieve the project's design, schedule and financial goals.

Team Leadership:

Direct and support multi-disciplinary project teams from planning through occupancy. Facilitate the communication of information, coordinate meetings, and generally provide support whenever and however needed to "get things done!" Instill and maintain a results-oriented process.

Proposed Scope of Work

Linda Herman Consulting proposes the following scope of work in accordance with the recommendations outlined in the Project Approach. Should LHC be selected to move forward with this process, we will adjust the scope as needed.

Phase I: Project Definition

Project Initiation:

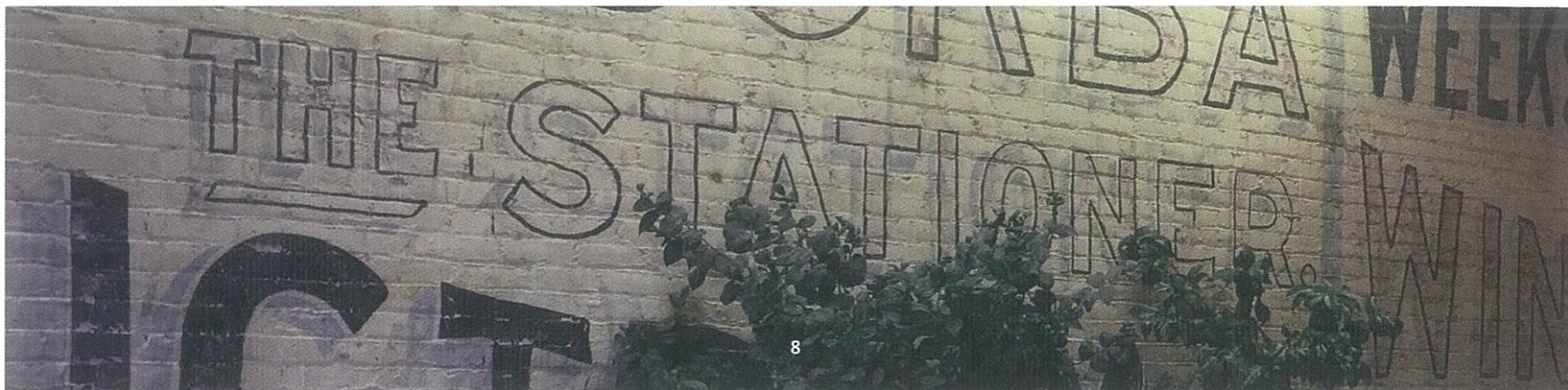
- A. Meet with the City Manager to obtain a thorough understanding of the objectives for the project. Review Sub-Committee recommendations.
- B. Obtain and review all relevant City documents as may apply to development of the project site. (i.e.- Core Project, Planning for Healthy Communities, Downtown Design Guidelines, etc.).
- C. Identify City staff and key stakeholders to be involved with the project and their responsibilities.
- D. Establish communication and decision-making protocols.

Project Goal-Setting + Preliminary Needs Assessment:

- A. Conduct goal-setting meeting(s) with the City Manager, City staff and key stakeholders to set specific goals for the project. Goals for budget, schedule, team participation, stakeholder and community participation will also be established
- B. Conduct interviews with key participants regarding Sebastopol downtown and wider development needs
- C. Document the outcome of goal setting meetings in written form. Distribute to team for review and approval
- D. Conduct programming interviews as necessary with designated representatives to establish preliminary requirements for the new city hall and library facilities, including overall operational and physical requirements
- E. Document outcome of programming interviews and submit draft to City Manager for review and comment
- F. Review programming document with designated representatives and incorporate comments
- G. Based on the agreed upon project goals, objectives and requirements, prepare a comprehensive Project Plan which identifies all major tasks, milestone dates, and areas of responsibility. Review with City Manager and revise as required

Team Selection + Contract Negotiation

- A. Based on the Project Plan, identify consultant team required for feasibility study. For purposes of this proposal, we assume the following disciplines will be required:
 - Architecture/Master Planning
 - Cost Estimator
 - Real Estate Economic Advisor
 - Public Finance Advisor
- B. Identify scope of services for each discipline
- C. Prepare and issue a Request for Proposal (RFP) for the selection for consultant services for each discipline. Prepare a list of candidates appropriate for the Project and issue the RFP package
- D. Receive and review responses to the RFP. Prepare a summary analysis of the proposals, including reference checks as necessary, and make recommendations to City Manager
- E. Coordinate the interview process with the City and attend the interviews. This proposal assumes (8) interviews; 2 per discipline.
- F. Assist with contract negotiations and final review of the consultant.



Phase II: Feasibility Study

LHC anticipates this phase of the project will require the following scopes of work by the consultant team to determine the best development scenario for the City:

- Master Planning + Schematic Design
- Development of Statement of Probable Cost
- Economic feasibility analysis and pro forma development
- Analysis of financing options
- Approaches to legal structures

For purposes of this proposal, LHC anticipates providing the following services during this phase:

- A. Schedule and conduct a kick-off meeting for all team members to review the Project Goals and Objectives and the Project Plan. Review milestone schedule with the team. Establish strategy to meet all Project goals.
- B. Establish communications to be used by the consultant/development team throughout the Project.
- C. Develop master budget that describes all the expenditures of the project for this phase. Update monthly and review with Team and City.
- D. Update and monitor the Project Plan, identifying milestones and areas of responsibility as needed, incorporating new scopes of work. Review with the team and revise as needed.
- E. Coordinate and manage the activities of the consultant team members to timely completion of their individual scopes of work.
- F. Monitor the critical path schedule and progress of work through completion to ensure compliance with Project Schedule.
- G. Schedule and conduct Team meetings. Prepare meeting notes, identifying action items, and distribute to team. Follow up as required.
- H. Coordinate and attend presentations to City Manager and designated stakeholders. Prepare and distribute meetings notes. Follow up as required.
- I. Meet with City Manager and designated stakeholders as required.
- J. Prepare monthly project status report for distribution to City Council and other stakeholders as required.
- K. Meet with City Manager as required. Assist with preparation for meetings as required.
- L. Receive and organize all documentation and maintain records on behalf of the City, as directed by City Manager. Respond to correspondence as directed.
- M. Monitor consultant fees and maintain financial records, as directed by City Manager.

Fees

A. Phase I: Project Definition

Linda Herman Consulting will provide services as described herein under Phase I on an hourly basis per the following rate schedule. We anticipate the fee budget for Phase I to be \$35,000 - \$50,000. This estimate assumes Phase I would be completed within 6 months.

Principal	\$175.00 per hour
Project Manager	\$150.00 per hour
Project Administration	\$ 75.00 per hour

B. Phase II: Feasibility Study

LHC would propose to work hourly based on the following rate schedule. Once the scope of services and schedule are defined for the feasibility study, LHC will be better able to provide a fee budget for this phase.

Principal	\$175.00 per hour
Project Manager	\$150.00 per hour
Project Administration	\$ 75.00 per hour

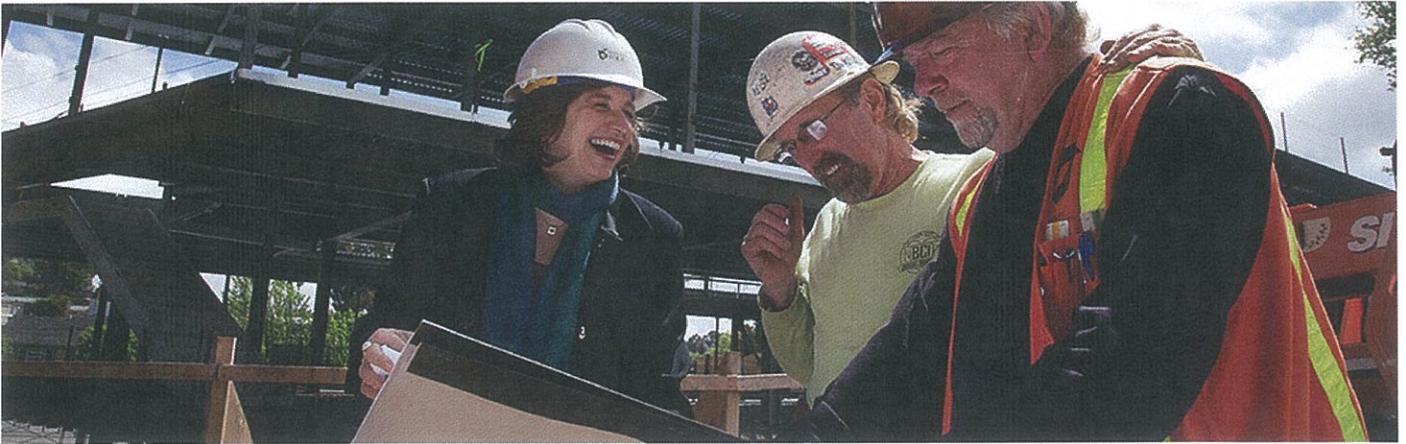
C. Additional Services

Fees for Additional Services, if required, will be billed monthly on an hourly basis, per the rates listed below. All rates are subject to customary annual increase on January 1, 2016.

Principal	\$175.00 per hour
Project Manager	\$150.00 per hour
Project Administration	\$ 75.00 per hour



Qualifications



Founded in 2004, Linda Herman Consulting is built on more than two decades of experience managing high quality design and construction projects. We bring unique professional expertise to the stewardship of complex projects and are differentiated by our aptitude for establishing and leading a positive and efficient process by which the whole team will benefit. Our focus is to provide a collaborative process in order to deliver the best outcome for the client.

LHC has successfully completed a wide array of large-scale projects and project types that have provided us a range of experiences, expanding our areas of expertise. Many of our collaborations have been with non-traditional clients ranging from private/public partnerships such as the San Francisco Wholesale Produce Market, civic organizations such as Congregation Beth Sholom synagogue to non-profit organizations such as the Redwood Empire Food Bank.

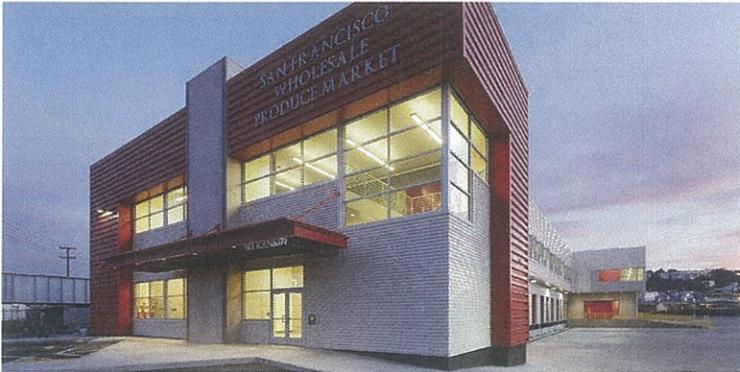
In our role as Owner's representative and Project Manager, we have successfully advocated for our Clients, coordinated among various stakeholder groups, managed the team efforts, and facilitated effective decision-making. We are big picture thinkers who know how to execute the details according to best practices for project delivery. As such, LHC has consistently met client goals for quality, function, budget and schedule.

LINDA HERMAN CONSULTING IS RECOGNIZED FOR

- Consensus-building team leadership
- Strategic project planning/visioning
- Successful project budget control and scheduling
- Facilitate effective decision-making
- Direct efficient, productive team collaboration
- Results-oriented approach

Relevant Experience

Public/Private: San Francisco Wholesale Produce Market, San Francisco



Over a 3-year period, LHC managed the Feasibility, Schematic Design and Entitlement phases of the San Francisco Wholesale Produce Market's 450,000 sq. ft. redevelopment project and coordinated all efforts related to negotiating a new lease with CCSF. The new SFWPM facility is to be accomplished in 3 phases over a period of 10 years, and is designed to receive LEED Silver certification through innovative features such as a green roof, rainwater harvesting, and grey water systems.

SFWPM is located on City and County of San Francisco (CCSF) property and is managed by a CCSF Market Board of Directors. We were involved with CCSF Department of Real Estate, as well as the San Francisco Mayors Office of Economic and Workplace Development, Office of the City Attorney, Department of Public Works, and the San Francisco Planning Department. There was an equally complex team of consultants to coordinate: cost estimators, real estate economists, financial advisors and traffic engineers. This project had many intricacies and complexities—with so many differing interests around the table, our greatest challenge and success was to build consensus among the various key stakeholders. LHC was recently re-engaged to manage multiple tenant improvement projects at the recently completed Phase I building.

- **Project Budget: \$116M**
- **Project Duration: Phase I Completed October 2014**

PRIMARY RESPONSIBILITIES

- Coordinate and manage the project team to develop a Feasibility Analysis, including Statement of Probable Costs, Project Pro Forma (multiple scenarios), and phased Construction Schedule
- Facilitate and coordinate multiple city agencies, CCSF Board of Directors and Merchant Association groups to develop new lease agreements
- Develop and manage project budget and schedule
- Coordinate consultant RFP process and selection
- Manage programming and schematic design phase
- Prepare for and attend Board meetings
- Provide monthly updates for the CCSF Market Board, CCSF Department of Real Estate, Merchant Association, City Attorney

Relevant Experience

Senior Co-Housing Development: Phoenix Commons, Oakland



LHC is managing all phases for this unique four-story, 41-unit senior cooperative housing project; an independent-living community for active adults on the Alameda estuary. Being directly on the water, the site is under the jurisdiction of multiple state, county and city regulatory agencies. LHC facilitated good process to achieve approvals from the Army Corps of Engineers, Regional Quality Water Board, Oakland Planning Commission, BCDC, Alameda County Public Works, and Union Pacific railroad.

To establish financial feasibility, LHC developed the pro forma model for the project. We led a rigorous pre-construction process that allowed for informed decision-making, realistic budgeting and meaningful evaluation of building systems, all in the interest of controlling costs. In addition, LHC has been the liaison with the community who will be living there, coordinating individual buyer needs within the construction process.

■ **Project Budget: \$20M**

■ **Project Timeline: Anticipated Completion November 2015**

PRIMARY RESPONSIBILITIES

- Represent the owner
- Develop and manage the project budget and schedule
- Pro forma development
- Coordinate/manage the entitlement, design and construction phases
- Liaise with government agencies
- Liaise with members of the community
- Provide group facilitation training (a key component for co-housing communities)
- Coordinate the general contractor and consultant RFP process and selection

Relevant Experience

Non-Profit: Redwood Empire Food Bank, Santa Rosa



Having outgrown their current facilities, the Redwood Empire Food Bank (REFB) purchased a 60,000 sq. ft. warehouse building in Santa Rosa, which required extensive complex renovations. LHC successfully assisted REFB from beginning to end—selecting the team, guiding them through the decision-making process, establishing and managing the project budget and schedule, resulting in an innovative new facility which serves 78,000 Sonoma County residents a month.

As with all non-profit organizations, we established a process that appropriately engaged the Building Committee and Board of Directors, keeping them well-informed and allowing the team to stay on track to meet the project's goals. Late in the process external circumstances created unforeseen budget and schedule challenges. LHC managed late value engineering measures in order to meet a reduction in the construction budget by 30%. Working very closely with the general contractor and architect, LHC helped to strategize construction and move-in activities in order to overcome schedule challenges to meet the client's deadlines. The project came in on budget and completed on time.

■ **Project Budget: \$10.5M**

■ **Project Duration: 2 Years, Completed September 2013**

PRIMARY RESPONSIBILITIES

- Represent the owner
- Coordinate the general contractor and consultant RFP process and selection
- Coordinate/manage the programming, design, documentation, construction phases
- Develop and manage the project budget and schedule
- Oversee the entitlement process; liaise to government agencies
- Coordinate and conduct meetings of the REFB Building Committee; provide monthly updates to the REFB Board of Directors; attend REFB Board meetings as required
- Coordinate the design and implementation of exhibits and donor recognition

Relevant Experience

Cultural Organization: Congregation Beth Shalom, San Francisco, CA



Construction of this new 22,000 sq. ft. synagogue involved demolition of the existing synagogue and construction of the new facility. LHC was the Client Representative/Project Manager during the construction phase, which included design of the interiors and many other aspects of the project. We coordinated the move of all administrative staff and functions prior to demolition, while organizing a remaining section of existing facilities so that the synagogue could maintain ongoing preschool activities. While the project had been underway for years, there was not a well-defined process for owner input and decision-making—LHC put into place regular owner meetings, reengaged the organization’s Building and Ritual Committees and established a Design Committee, then subsequently coordinated and facilitated all committee meetings.

■ **Project Budget: \$20M**

■ **Project Duration: 3 Years, Completed in 2009**

PRIMARY RESPONSIBILITIES

- Represent the owner
- Manage the permit, bidding and construction phases
- Select and coordinate the owner’s vendors
- Negotiate contracts
- Control budget, manage change orders, approve payments
- Liaise between committee members and the project team
- Develop, coordinate and implement planning and logistics of the move

Relevant Experience

Commercial Development: The Barlow, Sebastopol, CA



LHC was hired as Project Manager for the development of nine metal buildings totaling 65,000 sq. ft. on 12.5 acres in downtown Sebastopol. LHC was brought into the project by Aldridge Management following Design Review approval. At that time, the design team consisted simply of the architect and Civil Engineer. LHC was tasked with bringing together the broader design team—12 additional consultants—and coordinating all design and documentation work for permit submittal in a fast-track 6 month time frame. Additionally, the project budget, schedule and financial feasibility had not been affirmed; LHC facilitated a process for establishing all 3 critical components.

- **Project Budget: \$10M**
- **Project Duration: 4 years, Completed Summer 2014**

PRIMARY RESPONSIBILITIES

- Represent the owner
- Coordinate the general contractor RFQ and the consultant RFP process and selection. Negotiate contracts
- Coordinate/manage programming, design, and documentation phases
- Develop and manage the project budget and schedule
- Pro forma development
- Liaise to government agencies

Relevant Experience

Civic/T.I.: U.S. Department of Education, San Francisco



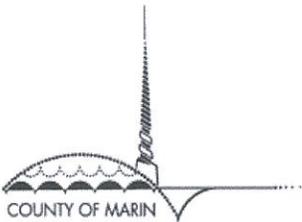
LHC represented the owner of 50 Beale Street, San Francisco for a 75,000 sq. ft. design and build-out tenant improvement project for U.S. Department of Education. The General Services Administration (GSA) represented the end-user, providing a Project Manager and engaged the design architect. The owner contracted a building architect for production of construction documents and construction administration. Meticulous coordination with the GSA Project Manager, as well as between the two architects, was required, as the project budget and schedule was very constrained. LHC's role was to manage the entire project from design through move-in, completing on schedule and on budget.

- **Project Budget: \$5M**
- **Project Completed: 2006**

PRIMARY RESPONSIBILITIES

- Develop and manage project budget and schedule
- Coordinate/manage space planning, design, documentation, and construction phases

Civic/T.I.: County of Marin, San Rafael



LHC was contracted by the County Of Marin to coordinate programming, space planning and relocation activities for multiple departments: County Tax Assessor, Treasurer, Recorder, Central Collections, and the Department of Cultural Services, in coordination with the Director of County Facilities, to ensure compliance with the County's Master Plan. Meeting facilitation among the different groups resulting in consensus and decision-making at the director level, was our greatest contribution.

- **Project Completed: 2006**

PRIMARY RESPONSIBILITIES

- Coordinate and manage programming, space planning and relocation activities
- Develop sub-set of Master Plan
- Facilitate planning meetings with key stakeholders

Resume



Linda Herman

Principal, LEED AP

With over 30 years of experience, Linda Herman is recognized as an exceptional, outcome-oriented team leader with strong organizational and problem-solving skills. As Principal of Linda Herman Consulting, her responsibilities on projects include client relationships, goal setting and visioning, team selection, development of the master budget and schedule and management of the project process. A trusted advisor, she is equally skilled at building consensus as resolving conflicts. Linda is particularly skilled at and enjoys mission-based projects, whether civic, non-profit or community, that engage her skills at strategic planning, balancing the project goals for budget, schedule and quality, and facilitating decision-making amongst differing stakeholder groups. With Linda's guidance and expertise, her projects have consistently met or exceeded her clients' expectations.

EDUCATION

Bachelor of Arts, Academy of Art University, SF, CA

Bachelor of Science, University of Massachusetts, Amherst, MA

CERTIFICATIONS

Ross Program in Real Estate

Cohousing Facilitator

LEED, AP

PROFESSIONAL AFFILIATIONS

Allied Member, AIA, Redwood Empire Chapter

LINDA IS KNOWN FOR

Consensus-building team leadership

Articulation of client requirements

Excellent organizational skills

Goal-oriented approach

Long-term client and vendor relationships

Successful project budgeting and scheduling

Integration of technology, function, aesthetics

Problem-solving

SELECT PROJECT EXPERIENCE

San Francisco Wholesale Produce Market

Master Plan and Feasibility Study for the redevelopment of the 500,000 square foot San Francisco Wholesale Produce Market. LHC selected and coordinated efforts of the multi-discipline consultant team, liaised amongst various City departments and agencies, two legal teams and two Boards of Directors and the merchants. tently met or exceeded her clients' expectations.

Phoenix Commons

Currently under construction, LHC managed the extensive entitlement, design and building process for this 41-unit senior cohousing project in Oakland, CA. Located on the Alameda Estuary, approvals from multiple State and County agencies as well as the Union Pacific railroad were required.

Redwood Empire Food Bank

LHC managed the team selection, planning, entitlement, design and construction process for the renovation of an existing 60,000 square foot industrial warehouse, resulting in the innovative new facility for the Redwood Empire Food Bank which serves 78,000 Sonoma County residents a month.

Congregation Beth Shalom

LHC provided Owner's representation during the construction phase of the 21,000 square foot synagogue. Though underway for many years, many functional issues had not been addressed. LHC implemented a process for owner meetings, re-engaged the various building committees and established a design process for decision-making amongst multiple committees.

Projects

Corporate

Alburger, Basso, DeGrosz, Belmont
Axiom Management Consulting, San Francisco
Chevron, Pleasanton
Citicorp, San Francisco
First Data Corporation, Palo Alto
Foley Lardner, San Francisco
Hardin Cook Loper Bergez Engels, Oakland
Harris Bretal Sullivan Smith, San Francisco
ICS-Deloitte, Foster City
ING Barings, San Francisco
Natkin, Weisbach & Brown, Newport Beach
Robert LaPointe & Company Advertising, San Francisco
Robertson Stephens & Company
 San Francisco
 Palo Alto
 Boston
Spare Kaplan & Bischel, San Francisco
The Stepheinz Group, San Jose
The Clorox Company, Oakland
Rent.Net, San Francisco
Univision Television Group
 KDTV, San Francisco
 KUVS, Sacramento
 KFTV, Fresno
Winterland Productions, San Leandro

Financial

Credit Suisse First Boston, San Francisco
Wells Fargo Bank, Tiburon
Swiss Bank Corporation, San Francisco
Amador Valley Savings & Loan, Pleasanton

Non-Profit / Community

Congregation Beth Sholom, San Francisco
San Francisco Wholesale Produce Market,
 San Francisco
Redwood Empire Food Bank, Santa Rosa

Government

Department of Education, San Francisco
County of Marin, San Rafael

Residential

Phoenix, Commons, Oakland
Evans Residence, Woodside
Kittler Residence, Atherton
Gordon Residence, Woodside
Hodgson Residence, Carmel
Gutierrez Residence, Carmel
Price Residence, Belvedere
Springs Residence, San Francisco
Swan Residence, San Geronimo

Technology

Andresen Digital Imaging, San Francisco
Action Technologies, Alameda
Apple Computer Inc., Cupertino
Applied Materials, Santa Clara
Genentech, South San Francisco
In-Sync Media, San Francisco
Ion Systems, Berkeley
Hexcel Corporation, Pleasanton
Tandem Computers, Seattle
The 3D0 Company, Redwood City
Veritas Software, Mountain View

Client References

Please see individual Project Sheets for scope of work performed for each client

**San Francisco Wholesale
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Redwood Empire Food Bank

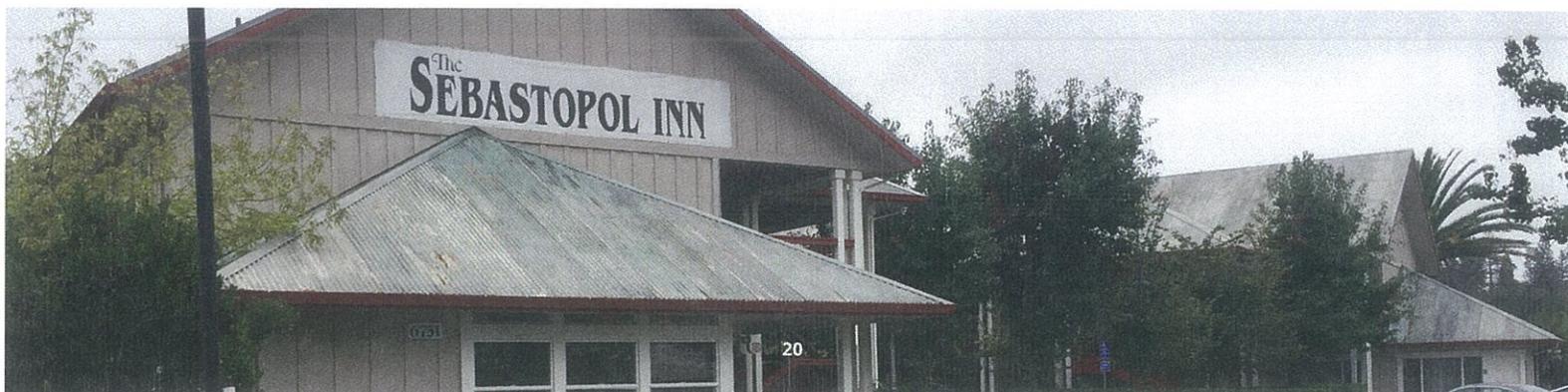
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