



## **REQUEST FOR PROPOSALS**

- **CITY COST ALLOCATION PLAN STUDY**
  - **COMPREHENSIVE COST OF SERVICES STUDY AND DEVELOPMENT OF CITY MASTER FEE SCHEDULE (SERVICE AND FEE SCHEDULE)**
  - **REVENUE ENHANCEMENT STUDY**
- \* **Consultants may submit responsive proposals for any or all of the above services for which the firm is qualified.**

**Response due by 4:00 PM,  
October 19, 2018**

# Contents

GENERAL INFORMATION:.....	1
BACKGROUND: .....	1
PURPOSE: .....	2
SCOPES OF SERVICES:.....	2
PRELIMINARY SCHEDULE: .....	7
DEADLINE FOR WRITTEN QUESTIONS: .....	8
PROCESS FOR RESPONSE .....	8
PROPOSAL CONTENTS .....	9
PROCESS FOR CONSULTANT SELECTION .....	11
CITY'S RESERVATION OF RIGHTS .....	12
CONFIDENTIALITY.....	13
ATTACHMENTS.....	13
ATTACHMENT 1 – AGREEMENT FOR PROFESSIONAL SERVICES .....	1
ATTACHMENT 2 - ACKNOWLEDGEMENT FORM.....	1
<i>ATTACHMENT 3 – CITY OF MILLBRAE SERVICE AND FEE SCHEDULE.....</i>	<i>1</i>

## **GENERAL INFORMATION:**

The City of Millbrae (“City”) is seeking proposals from qualified consultants to conduct the following three studies/tasks/services hereinafter referred to as (Project(s)):

- Project 1: City Cost Allocation Plan Study: Develop an accurate and appropriate calculation of overhead costs in order to allocate administrative or related services provided by the General Fund to other funds.
- Project 2: Comprehensive Cost of Services Study and Development of City Master Fee Schedule (currently referred to by City as Service and Fee Schedule): Calculate the cost of service delivery where the recipient of a service can be directly identified resulting in a well-documented and defensible cost of service plan and the development a City Master Fee Schedule / Service and Fee Schedule which reflects these costs (or recommendation for City subsidy to reduce costs where appropriate) in the form of billable rates for services.
- Project 3: Revenue Enhancement Study to identify potential sources of revenue as well as mechanisms to increase existing revenue sources or streamline revenue collection.

Consultants may submit responses for any or all of the above Projects for which the consultant is qualified. The City intends to award one contract for each Project but the City may award multiple projects to a single consultant using a single contract.

Any and all changes in the RFP will be made by written addendum, which shall be issued by the City and posted to the City’s website as noted under DEADLINE FOR WRITTEN QUESTIONS, it is the responsibility of consultants to carefully review this RFP and any addenda including checking the City website regularly.

The City of Millbrae is an Equal Opportunity Employer. Firms participating in the selection process must comply with all applicable laws.

## **BACKGROUND:**

Incorporated in 1948, the City of Millbrae is located adjacent to the San Francisco International Airport and is 15 miles south of the City of San Francisco, in the heart of San Mateo County. The City encompasses 3.3 square miles and serves a largely residential population of approximately 23,200.

The City’s total expense budget for the 2018 – 2019 fiscal year is \$85.1 Million with nearly \$25 million allocated to capital and special projects. City services include: administration, community development, recreation, police, fire, and public works. The City of Millbrae is a full service city providing water, wastewater collection and treatment, storm water collection and other typical municipal services to its residents. Police Services are contracted through the San Mateo County Sheriff and Fire Services are contracted with Central County Fire.

The City has a network of over 58 center line miles of street network, approximately 1,400 street lights, five traffic signals, approximately 55 miles of sanitary sewer collection network, approximately 75 miles of water distribution piping, over 21 miles of storm drainage collection system, 12 parks and over 68 acres of open space.

## PURPOSE:

The objectives of these four projects are

- To ensure that the City is accurately accounting for the true costs of providing services and the costs of potential development (Project 1 and Project 2),
- Development of fees that mitigate or offset those costs (Project 2); and
- An overall review of all City revenues to enhance revenues such as through new revenue sources, enhancement of existing revenue sources or improved collection of existing revenues (Project 3).

Outcomes include:

- Project 1: City Cost Allocation Plan Study: Develop an accurate and appropriate calculation of overhead costs in order to allocate administrative or related services provided by the General Fund to other funds and to end users through fees and rates where appropriate.
- Project 2: Comprehensive Cost of Services Study and Development of City Master Fee Schedule / Service and Fee Schedule: Calculate the cost of service delivery where the recipient of a service can be directly identified resulting in a well-documented and defensible cost of service plan and the development a City Master Fee Schedule / Service and Fee Schedule which reflects these costs (or recommendation for City subsidy to reduce costs where appropriate) in the form of billable rates for services.
- Project 3: Revenue Enhancement Study to identify potential sources of revenue as well as mechanisms to increase existing revenue sources or streamline revenue collection.

In addition, where appropriate, the City desires that the computations necessary to support each of these items can be maintained over time.

## SCOPES OF SERVICES:

### **General Requirements**

The following requirements apply to all three projects contemplated in this RFP. All awarded consultants are expected to comply with the following:

- Consultant shall agree to and comply with all terms of the City Standard Agreement for Professional Services. Consultants who do not agree with all terms shall follow the directions noted in the section titled PROCESS FOR RESPONSE.
- The consultant and their sub consultants must hold or obtain business licenses in the City for any work within City limits.
- Awarded consultant shall be responsible for overall management of cost and project schedule including providing sufficient notice to the City for scheduling of resource needs.
- Awarded consultant shall designate a Project Manager, acceptable to the City, who will be responsible for initiating and implementing the work and maintaining effective communications among consultant, the City, and other involved agencies and organizations.
- Awarded consultant shall provide regular progress reports, in a format acceptable to the City. Such progress reports shall include:

- Accomplishments during the reporting period, issues encountered or anticipated, and activities scheduled for the next period. Such report shall clearly indicate any City resource needs in the near and far term to assure project schedule is maintained.
- Comparison of adopted schedule to project progress. Such report shall clearly indicate any risk to project schedule.
- Comparison of Actual Costs to Budget including percentage used and percent of project complete. Such report shall clearly indicate any risk to the project budget, such as identifying any disparities in schedule completion and expenditures to date compared to budgeted amounts anticipated to have been spent for equal percent of project completion.
- In addition to regular progress reports, Consultant shall also be responsible for immediately contacting and communicating with City staff regarding any unanticipated problems, issues and/or changes encountered which would negatively affect the schedule.
- Consultant must present defensible studies and reports which result in fees consistent and compliant with current applicable laws, regulations, statutes, rules, and regulations governing the collection of fees, rates, and charges by public agencies in California including, but not limited to State Controller's Office Guidelines and Office of Management and Budget guidelines.
- Consultant shall maintain accurate records of all correspondence, work papers, and other relative evidence for a period of five years.

### **Base Services (All Projects)**

- Conduct Kick Off meeting with City staff to refine the project scope, purpose, uses and goals of the contracted project to ensure that the resulting study and report will be both accurate and appropriate to the City's needs. Review project schedule and answer any questions pertaining to the successful development of the study.
- Meet with staff and conduct interviews as needed to gain an understanding of the City's processes and operations. City staff will provide the awarded consultant with all relevant information it has pertaining to the City and its operations including operating and capital budgets, the existing cost allocation plan, current Service and Fee Schedule and fee resolutions and related documents.
- Participate in various presentations to select City staff, City Council, other City Committees and Commissions and other interested parties as deemed necessary by staff.
- Collect and document comments and concerns from staff, City Council and other interested parties members and incorporate those comments as directed by staff.
- Provide a computer based model for adjusting schedules, fees, and charges for the City's current and future needs. Where applicable, provide the City with an electronic copy of the final comprehensive report, including related schedules and cost documentation in a format that can be edited and updated by City staff to accommodate changes in the organization or changes in costs. Provide on-site training to staff to so that staff can update model / plan on an annual basis.
- Upon completion of final study and report including up to twelve (12) bound copies, one (1) unbound copy, one (1) digital file copy in PDF formant and one (1) editable digital file copy to the City.

- For one year after acceptance of the final study, consultant shall
  - Consult with City staff should the need arise to defend the user fees as a result of audits or other challenges.
  - Consult with City staff on an as needed basis on minor matters relating to implementation and utilization of the study and schedule.

**Project 1: Cost Allocation Plan Study**

City Cost Allocation Plan Study: Develop an accurate and appropriate calculation of overhead costs in order to allocate administrative or related services provided by the General Fund to other funds.

In order to comply with best practices, accounting standards, and federal grant guidelines, the City desires a basis for applying comprehensive overhead rates and accounting for the true costs of services provided by each department. A well-documented cost allocation plan will permit the City to appropriately allocate general and administrative costs in the budget as well as identify overhead rates that can be used in the calculation of billable hourly rates for federal and state grants, user fees, and reimbursements from government agencies.

Base Services

- Work with City staff to define the purpose, uses, and goals for an overhead cost allocation plan, ensuring that the development of the plan will be: well-documented, defensible, accurate, appropriate for the City’s current needs, and able to be updated over time.
- Develop an Overhead Cost Allocation Model for calculating the full costs of providing each City service. The requirements of the model shall allow for the following:
  - Addition or removal of direct and overhead costs, with each direct overhead cost calculated and delineated separately so that each is a discrete component whose implementation is optional. This way, the overhead cost allocation plan can be developed from a simple plan to a progressively more inclusive plan as well as to a range of activities from simple to complex including allowing for additions, revisions, or removal of direct and overhead costs so that the overhead cost allocation plan can be easily adapted to a range of activities.
  - The ability of the City to continuously update the model and overhead cost allocation plan from year-to-year as the organizational structure changes and costs change.
  - The requirements of the model should allow for the addition of hypothetical service area information for future service enhancements, and the ability to calculate the estimated costs of providing the service under consideration (i.e. ad-hoc analysis). For example, if the City identifies a new service to be provided, the model should allow for a fee to be calculated.
- In coordination with City staff, make recommendations for development of service provisions and cost categories as well as allocation criteria for current and future programs.
- Prepare an administrative draft Overhead Cost Allocation Plan circulated for staff review. Incorporate comments and concerns of staff and issue a public draft. Subsequently participate in various presentations to select City staff and the City Council as deemed necessary by staff. The final Overhead Cost Allocation Plan shall reflect comments of the Council and other interested parties and meet all standard requirements for state and federal grants. This shall include assistance with staff reports and presentations, as needed.

- Provide the City with an electronic copy of the final comprehensive review, including related schedules and cost documentation in a format that can be edited and updated by City staff to accommodate changes in the organization or changes in cost.
- Prepare a final Cost Allocation Plan and provide up to twelve (12) bound copies, one (1) unbound copy, one (1) digital file copy in PDF format and one (1) editable digital file copy to the City.
- Consult with City staff on minor operational issues on an as needed basis.

**Project 2: Comprehensive Cost of Services Study and Development of City Master Fee Schedule / Service and Fee Schedule**

Project 2 will consist of the preparation of the study and Master Fee Schedule / Service and Fee Schedule. The City desires to update its Master Fee Schedule / Service and Fee Schedule to allow the City to more effectively transfer the cost of certain services it provides to the parties receiving those services.

City staff will provide the awarded consultant with all relevant information it has pertaining to the City and its operations including operating and capital budgets, the existing cost allocation plan, current Service and Fee Schedule and fee resolutions and related documents.

Project tasks shall include, but are not necessarily limited to, those items noted below. If the consultant feels that additional tasks are warranted, those additional tasks must be clearly identified in the consultant's proposal.

- Conduct a comprehensive review of the City's fee and rate structure with the goal of establishing a consistent and objectively based fee and rate structure that meets the needs of the City and citizenry. Fees may include but are not limited to:
  - Document and Processing Fees
  - Business Permit Fees
  - Planning Division Fees
  - Building Division Fees
  - Fats, Oils, and Grease Program Fees
  - Water Quality Management Plan Fees
  - Citywide and Regional Traffic Improvement Fees
  - Development and Permit Fees
  - Records and Subpoena Fees
  - Vehicle Related Fees
  - Registration Fees
  - Public Processing Fees
  - Alarm System Fees
  - Miscellaneous Fees

- Facility Rentals
- Recreation & Community Services Fees
- Consultant shall develop a Cost of Service Plan which:
  - Identifies the total cost of providing each City service consistent with all applicable laws, statutes, rules, and regulations governing the collection of fees, rates, and charges by public entities including, but not limited to Proposition 218. Include the cost of overhead when calculating the costs of providing City services.
  - Compares service costs with existing recovery levels. This should include any service area where the City is currently charging for services as well as areas where the City should charge for services considering the City's current practices and those of neighboring or similar cities.
  - Where the recipient of a service, can be identified, calculates cost of service delivery resulting in a well-documented and defensible cost of service plan.
  - Permits the capture of direct costs of services contracted to others as well as a mark up to account for the time required to manage these programs. Current examples:
    - Recreation: The City uses a revenue share program for classes offered by independent instructors
    - The City contracts some planning, engineering, and related services especially for larger development projects.
- Based on cost of service plan: Consultant will prepare a report that identifies the current fee(s) and recommended fee(s). The report must also
  - Identify percentage change, cost recovery percentage, and fee comparisons with other San Mateo County and Santa Clara County Cities as well as fees charged by those two County agencies.
  - Identify the direct cost, the indirect cost, and the overhead cost for each service. Fees shall include costs for establishment / issuance of permits and for ongoing costs such as annual maintenance and enforcement.
  - Recommend potential new fees and charges for services that the City currently provides but for which the City does not currently have fees and/or charges established. Recommendations should be based on practices by surrounding cities that may charge for similar services, industry best practices, or the consultant's professional opinion.
  - For those fees such as recreation services where full cost recovery may be unrealistic, provide recommendations for subsidy and amount based on industry knowledge, local market, and other factors.
  - The City receives Police Services through a contract with San Mateo County and Fire Services through a contract with Central County Fire. The Final Master Fee Schedule shall consider incorporating fees charged by those agencies by reference and identify related fee items which should be collected and retained by the City.
  - Identify best practices for assuring collection of correct fees including, but not limited to, estimation and collection of deposits and tracking of costs for large development projects with unknown costs.

- After review of the cost of service plan with staff and policy makers, Consultant will prepare a Master Fee Schedule / Service and Fee Schedule.

**Project 3: Revenue Enhancement Study**

The City is evaluating options to assure long term financial sustainability of the City. As a part of this review, the City is seeking a revenue enhancement study. Project tasks shall include, but are not necessarily limited to, those items noted below. If consultant feels that additional tasks are warranted, those additional tasks must be clearly identified in the consultant’s proposal.

- Review all City revenue sources across all funds
- Compare City’s revenues to all San Mateo County and Santa Clara County Cities as well as fees charged by those two County agencies
- Identify sources of additional or enhanced revenue whether through addition of new revenue or improved collections of existing revenue.
- For each potential revenue source identified, report shall include:
  - Activities such as public hearing or public election required to implement or enhance collection of revenue
  - “Pros” and “Cons” or incentives or disincentives of implementing such revenue source (such as impacts to economic or business development) as well as success experience from other local or similar agencies.
  - Any other significant regulations such as timing or noticing requirements

**Optional Services:**

- Prepare annual update to the Cost Allocation Plan and Master Fee Schedule / Service and Fee Schedule (up to five options to be exercised at the City’s sole discretion).
- Provide on-site training to staff to update schedule on an annual basis.
- Additional consulting services associated with the final work product. Consultant shall specify an hourly rate in their proposal for services following acceptance of the study such as, but not limited to:
  - Consult with City staff on an as needed basis on minor matters relating to implementation and utilization of the study using an hourly rate provided in the proposal.
  - Assist the City to defend the fees in the event of an audit or other challenge
  - Updates to the fees, where applicable

<b>PRELIMINARY SCHEDULE:</b>
------------------------------

The following is a preliminary schedule for the project.

Distribution of RFP	<b>September 20, 2018</b>
Deadline to Submit Written Questions	<b>4:00 pm October 5, 2018</b>
Deadline to submit proposals	<b>4:00 pm October 19, 2018</b>

City interview/oral presentations with final candidates (if necessary)	<b>October 29, 2018</b>
Negotiations with top ranked consultant(s)	<b>November 5, 2018 – November 9, 2018</b>
Recommendation presented to the City Council	<b>November 27, 2018</b>
Project to commence	<b>December, 2018</b>

Note that this schedule is preliminary. The schedule may be adjusted, as needed, by the City.

<b>DEADLINE FOR WRITTEN QUESTIONS:</b>
--

Questions about this RFP or process must be submitted in writing (e-mail acceptable) to DeAnna Hilbrants, Deputy City Manager, 621 Magnolia Avenue, Millbrae, CA 94030 or [dhilbrants@ci.millbrae.ca.us](mailto:dhilbrants@ci.millbrae.ca.us) before 4:00 pm on October 5, 2018. The City will compile a list of written questions with responses and anticipates posting responses to the City website within one week. It is the responsibility of consultants to carefully review this RFP and any addenda including checking the City website regularly.

Except as specified above, consultants and their representatives may not communicate with any officer, director, employee, or agent of the City with respect to this RFP except as may be reasonably necessary to carry out the procedures specified in this RFP. Nothing herein prohibits consultants or their representatives from making oral statements or presentations in public to one or more representatives of the City during a public meeting. The City will not respond to verbal inquires and interested consultants are specifically discouraged from contacting the city in person or by telephone during this RFP and selection process.

<b>PROCESS FOR RESPONSE</b>
-----------------------------

Interested firms should submit one (1) original and eight (8) bound copies and one (1) digital file copy in PDF format of their proposal to: City of Millbrae, Finance Department, Attention: DeAnna Hilbrants, Deputy City Manager, 621 Magnolia Avenue, Millbrae, CA 94030 no later than 4:00 p.m. on October 20, 2018. The proposal should be in an envelope clearly marked: CITY OF MILLBRAE COST ALLOCATION PLAN, MASTER FEE STUDY, AND REVENUE ENHANCEMENT STUDY.

Consultants who wish to be considered for multiple projects within this RFP should submit a separate response for each Project in accordance with the submittal procedures outlined in this section. (Separate responses may be submitted at the same time.)

Late submittals shall not be accepted.

The proposal shall be brief, precise, and shall not include unnecessary promotional material.

A consultant may withdraw its proposal at any time prior to the submittal deadline by submitting a written request for withdrawal to the proposal signed by an authorized agent of the firm. The consultant may thereafter submit a new or modified proposal prior to the submittal deadline. Modifications offered in any other manner, including oral or written, will not be considered.

Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the final contract between the City of Millbrae and the consultant selected.

## PROPOSAL CONTENTS

Consultant proposal must include the following and follow directions outlined in each section below:

1. Letter of Transmittal. Describe your firm or team's interest in and commitment to providing consulting services for the City of Millbrae.
  - a. This Letter of Transmittal must clearly indicate which projects your firm is choosing to propose and state that the proposal is valid for at least a 90 day period.
  - b. An officer of the consulting firm who is authorized to contractually bind the firm and to negotiate a contract with the City shall sign the letter. Provide name, title, address, email, and telephone number of this officer.
  - c. Provide name, title, address, mail, and telephone number of key contact for the City during the RFP and award process.
2. Table of Contents. Each proposal shall include an index to the major topics contained in the proposal and all pages shall be numbered. Each response for a separate project shall be identified in a separate section.
3. The following item should be included within its own section referenced in the table of contents: The City intends to engage City Committees and Commissions in the fee review process. Please clearly identify the number and audience for meetings included in your proposal as well as your firm's recommendation for inclusion of external stakeholders. In your cost proposal, indicate the total cost of any additional meetings to be selected by the City as an option.
4. Standard Agreement Acknowledgement. A signed copy of the Acknowledgement (Attachment 2) that the consultant agrees with the City's Standard Professional Services Agreement without any changes. In the alternative, if the consultant does not agree with the City's Standard Professional Services Agreement, the consultant must identify each section that consultant wishes to modify and the proposed modification. By submitting a proposal without exceptions, consultants agree to the execution of the City's Standard Professional Services Agreement, **without changes**.
5. Approach to Scope of Services.
  - a. Work Plan and Approach.
    - i. Discuss your firm's understanding of the Scope of Services to be performed.
    - ii. Describe the method for management of overall project costs, schedule, quality assurance/quality control, responsiveness to City requests and inquiries, and other issues critical to this project. Specifically address your firm's approach to resolving unanticipated issues efficiently and effectively while maintaining project budget and schedule. In addition, explain your team's ability to adapt to changes in environment and/or existing conditions throughout the process that may affect the program outcome and schedule.
    - iii. Describe the needs from City staff. For example, what City staff expertise is needed and how much time to you anticipate.
    - iv. Identify any "value-added" services that your firm may provide.

- v. Identify location where most work activity is anticipated to take place.
  - vi. If submitting a proposal on more than one of the projects, identify any additional value provided in awarding multiple components to your firm. Outline how your firm will collaborate with other potential firms in the event that your firm is not awarded all projects or if your firm does not propose on all studies.
  - vii. If submitting a proposal for more than one of the studies, identify the benefits to the City of awarding more than one component to your firm.
- b. **Schedule:** Outline a proposed project schedule starting from a kick off meeting to development of draft documents and final report. Include any significant milestone and resource needs such as staff, meeting space, reports, etc. from the City.
6. **Team Experience / Capacity.** Provide the information listed below especially highlighting successful projects with Cities or clients with similar demographics, quality of work, success in meeting project timelines, project budget, and related criteria.
- a. **Experience.** Describe your experience and capacity to manage projects of size and scope similar to the projects in this RFP. Identify any current projects or anticipated projects for other clients that consultant anticipates will run concurrently with work for the City. Identify how consultant will ensure that project staff is available for City meetings when needed.
  - b. **Key Personnel Background.** Name, position, summary of qualifications, resumes, related experience and proposed relationships and responsibilities of project manager, key personnel, and subcontractors. Provide proposed organization chart for project team.
  - c. **Sub consultants.** Identify any sub consultants that would be used and their specific role. (All sub consultant costs, including any markup, must be included in consultant's cost proposals.)
  - d. Provide a listing of similar studies performed within the last five (5) years. Include the following information:
    - i. Clients name, point of contact, addresses, and telephone numbers
    - ii. Description of study and year of completion
    - iii. Key personnel involved
  - e. **Location.** Identify the location of the office(s) where work will be performed
7. **References.** Provide at least five references of California agencies. At least two references must have worked with the proposed project manager and other key staff proposed to be assigned to the City's project. References should include the following:
- a. Name, address, and telephone number of the agency
  - b. Time period for the project
  - c. Brief description of the scope of the review
  - d. Recommended procedures
  - e. Reference contact name, email, and telephone number

8. Cost Proposal. **Each Costs Proposal must be provided in a separate sealed envelope marked “Costs / Fees” and include the Consultant / Firm name on the outside of the sealed envelope.**
- a. Provide a complete outline of the estimated cost including: consultant costs and any ancillary costs such as, but not limited to travel costs. (Note that the City does not reimburse for local travel.)
    - i. If the consultant proposes to perform the project pursuant to a time and materials compensation structure, the following must be provided: estimated number of consulting hours, schedule of hourly rates for each classification, and total not-to-exceed cost inclusive of ancillary costs (including travel and other incidentals) for the Scope of Services to be performed. Estimate any reimbursable expenses and outline assumptions used and a not-to-exceed cost for comparison with lump sum cost proposals.
    - ii. If the consultant proposes to perform the project for a fixed cost with milestones, consultant shall provide milestones upon which payment is anticipated as well as assumptions used to develop cost proposal, and the total lump sum (or not to exceed) cost.
  - b. The total project cost submitted by the vendor shall include overhead, contingencies, travel, in-house reproduction, local communications including faxes, readiness to serve and profit.
  - c. Any cost submittal shall include sufficient detail about consultant's assumptions to permit City to ascertain that project can be completed within the cost proposed and to compare to other proposals.
  - d. Include billable rate for optional additional services that may be requested during the project or after final acceptance such as, but not limited to those outlined below:
    - i. Consult with City staff on an as needed basis on minor matters relating to implementation and utilization of the study using an hourly rate provided in the proposal.
    - ii. Assist the City to defend the fees in the event of an audit or other challenge
    - iii. Updates to the fees, where applicable

<b>PROCESS FOR CONSULTANT SELECTION</b>
---

Proposals shall conform to the Proposal Format and Requirements. It is important that all listed items be included in the proposal. Proposals which do not comply with all of the requirements or the proposal deadline may not be considered.

Proposals will be reviewed and ranked by the City and contents of each proposal will be ranked by a selection committee. Criteria include:

- Acceptance of City’s standard terms and conditions (any requested exceptions will be evaluated based on reasonableness and conformance with industry standard)
- Qualifications and Experience of Firm including proposed work plan and approach, recent projects including ability to resolve unexpected issues efficiently as well as meet project timelines and budget

- Qualifications of personnel proposed to be assigned to project including experience on comparable projects, availability to the City, and qualifications of both staff and subconsultants
- Understanding of proposal and project approach including understanding of municipal finance revenues and fees, proposed work program, value-added services, and anticipated resource needs of City
- Cost including staffing plan and approach, comparison to amounts paid by similar agencies.

More details about each of these criteria can be found in the previous section: PROPOSAL CONTENTS.

Following the selection committee’s evaluation process, the City may contact persons involved in former or current projects of consultant, including but not limited to reference contacts. The City may award contracts based on the proposals alone, or, in its sole discretion, may invite one or more consultants to make oral presentations and/or interview with the review committee.

At the conclusion of the evaluation process, the City will select the top ranking consultant and enter into contract negotiations. Except as initiated by the City in its sole discretion, negotiations are limited to those exceptions to the Agreement for Professional Services identified in the consultant's proposal. If negotiations with the top-ranking firm are unsuccessful, negotiations will terminate and the City will undertake negotiations with the next ranked firm until a contract is executed. City staff will make recommendations to the City Council for award of contracts. Upon City Council approval, a contract will be executed and work initiated.

<b>CITY'S RESERVATION OF RIGHTS</b>
-------------------------------------

During the review process, the City reserves the right, where it may serve the City’s best interest, to request additional information or clarification from those that submit proposals, or allow corrections of errors or omissions.

The City reserves the right to modify the scopes of the projects and the related services at any time based on the best interests of the City and will negotiate with awarded consultant accordingly.

The City reserves the right to reject any or all proposals without qualifications, and to negotiate specific requirements and costs using the selected proposal as a basis.

The City reserves the right to negotiate separately with any consultant that has submitted a sufficient and timely proposal.

The City reserves the right to retain all proposals submitted and to use any concepts or information in a proposal regardless of whether or not that proposal is selected.

The City may elect to award a contract in multiple phases, as is deemed to be in the City’s best interest. Should the City award projects in phases, the City reserves the right to award the phases to the same firm.

This Request for Proposal (RFP) does not commit the City to award a contract. In addition, the City will not be liable for any costs incurred by the consulting firms' incidentals to the preparation of proposals or for developing and carrying out interview presentations, if needed.

Although, it is the City's intent to choose only a small number of most qualified consulting teams to interview with the City, the City reserves the right to choose any number of qualified finalists.

### **CONFIDENTIALITY**

All responses to this RFP become property of the City and will be kept confidential until a recommendation for award of a contract has been announced. Thereafter, submittals are subject to public inspection and disclosure under the California Public Records Act (Cal. Govt. Code Sections 6250 et seq). Therefore, unless the information is exempt from disclosure by law, the content of any proposal, request for explanation, exception, or substitution, response to these specifications, protest, or any other written communication between the City and any consultant regarding the procurement, shall be available to the public.

If consultant believes any communication contains trade secrets or other proprietary information that the consultant believes would cause substantial injury to the consultant's competitive position if disclosed, the consultant must request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. By submitting a proposal with portions marked "confidential," a consultant represents it has determined such portions qualify for exemption from disclosure under the California Public Records Act. A consultant may not designate its entire proposal as confidential nor may a consultant designate its Cost Proposal as confidential. The City will not honor such designations and will disclose submittals so designated to the public.

If a consultant requests that the City withhold from disclosure information identified as confidential, and the City complies with the consultant's request, consultant agrees to assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the consultant's information), and pay any and all costs and expenses related to the withholding of the consultant's information. The consultant agrees not to make a claim, sue, or maintain any legal action against the City or its Councilmembers, officers, employees, or agents concerning the withholding from disclosure of the consultant's information.

If consultant does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

### **ATTACHMENTS**

- |               |   |
|---------------|---|
| Attachment 1: | Sample Agreement for Professional Services                                    |
| Attachment 2: | Acknowledgement Form for City of Millbrae Agreement for Professional Services |
| Attachment 3: | City of Millbrae Services and Fee Schedule                                    |

**ATTACHMENT 1 – AGREEMENT FOR PROFESSIONAL SERVICES**

**AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Millbrae ("CITY") and \_\_\_\_\_ ("CONSULTANT").

WHEREAS, the CITY desires to obtain professional services for \_\_\_\_\_ and has issued a Request for Proposals dated \_\_\_\_\_, 20\_\_, a copy of which is attached and incorporated as Exhibit A; and

WHEREAS, the CONSULTANT desires to furnish such services and has submitted a Proposal dated \_\_\_\_\_, a copy of which is attached and incorporated as Exhibit B.

NOW, THEREFORE, the parties agree as follows:

1. RENDITION OF SERVICES. The CONSULTANT agrees to provide professional services to the CITY in accordance with the terms and conditions of this Agreement ("Services"). In the performance of its Services, CONSULTANT represents that it has and will exercise that degree of professional care, skill, efficiency and judgment ordinarily employed by consultants providing similar services.

2. SCOPE OF SERVICES. The scope of the CONSULTANT's Services shall consist of the services set forth in Exhibit A \_\_\_\_\_, as supplemented by Exhibit B \_\_\_\_\_, except when inconsistent with Exhibit A.

3. TERM.

The term of this Agreement will be for a term of \_\_\_\_ years commencing upon the Effective Date of the Agreement. The CONSULTANT shall furnish the CITY with all the materials, equipment and services called for under this Agreement, and perform all other work, if any, described in the Section 2.

The CITY reserves the right, in its sole discretion, to exercise up to five one-year option term(s) to extend the Agreement, pursuant to the terms of Section 4, Compensation. If the CITY determines to exercise the option term(s), the CITY will give the CONSULTANT at least 30 days' written notice of its determination.

It is understood that the term of the Agreement, and any option term granted thereto as specified herein are subject to the CITY's right to terminate the Agreement in accordance with Section 13 of this Agreement.

4. COMPENSATION.

[FOR NOT-TO-EXCEED COMPENSATION]

The CONSULTANT agrees to perform all of the services included in Section 2 for a total all inclusive sum not-to-exceed fee of \_\_\_\_\_ (\$\_\_\_\_\_), in accordance with Exhibits A and B. The total all inclusive sum shall include all labor, materials, taxes, profit, overhead, insurance, subcontractor/subconsultant costs and all other costs and expenses incurred by the CONSULTANT. The hourly rate by personnel category shall be as set forth in Exhibit B. CITY will render payment in the manner specified in Section 5.

[FOR LUMP SUM COMPENSATION]

The CONSULTANT agrees to perform all of the services included in Section 2 for a total all-inclusive lump sum fee of \_\_\_\_\_ (\$\_\_\_\_\_), in accordance with Exhibits A and B. The total all inclusive sum includes all labor, materials, taxes, profit, overhead, insurance, subcontractor/subconsultant costs and all other costs and expenses incurred by the CONSULTANT. CITY will render payment in the manner specified in Section 5.

5. MANNER OF PAYMENT. CONSULTANT shall submit invoices to CITY on a monthly basis.

*[NOT TO EXCEED COMPENSATION]*

Invoices shall itemize, by personnel, the number of hours devoted by CONSULTANT to work under this Agreement, applicable hourly rates in accordance with the fee schedule described in Exhibit B, and those out-of-pocket expenses incurred in the performance of work hereunder.

*[LUMP SUM COMPENSATION]*

Invoices shall include a description of the services performed and milestones achieved by CONSULTANT pursuant to the schedule in Exhibit B.

CITY shall render payment within thirty (30) days of receipt of approved invoices.

All invoices should be sent to: City of Millbrae  
621 Magnolia Avenue  
Millbrae, CA 94030  
Attn: \_\_\_\_\_

6. CONSULTANT'S KEY PERSONNEL. It is understood and agreed by the parties that at all times during the term of this Agreement that \_\_\_\_\_ shall serve as the primary staff person of CONSULTANT to undertake, render and oversee all of the services under this Agreement. In the event that Consultant replaces key personnel, the replacement personnel shall have similar qualifications as the person being replaced and shall be subject to final approval by the City.

7. CITY REPRESENTATIVE. Except when approval or other action is required to be given or taken by the City Council, the City Manager, or such person or persons as they may designate in writing from time to time, shall represent and act for the CITY.

8. CONSULTANT'S STATUS. Neither the CONSULTANT nor any party contracting with the CONSULTANT shall be deemed to be an agent or employee of the CITY. The CONSULTANT is and shall be an independent contractor, and the legal relationship of any person performing services for the CONSULTANT's shall be one solely between said parties.

9. OWNERSHIP OF WORK. All reports, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared, for the Services to be performed by CONSULTANT shall be and are the property of the CITY. The CITY shall be entitled to access to and copies of these materials during the progress of the work. Any property of the CITY in the hands of the CONSULTANT or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to the CITY. If any property of the CITY is lost, damaged or destroyed before final delivery to the CITY, the CONSULTANT shall replace it at its own expense and the CONSULTANT hereby assumes all risks of loss, damage or destruction of or to such materials. The CONSULTANT may retain a copy of all material produced under this agreement for its use in its general business activities.

10. CHANGES. The CITY may, at any time, by written order, make changes within the scope of work and Services described in this Agreement. If such changes cause an increase in the budgeted cost, or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 4 or in the time of required performance as set forth in Section 3, or both. In the event that CONSULTANT encounters any unanticipated conditions or contingencies that may affect the scope of work or Services and result in an adjustment in the amount of compensation specified herein, CONSULTANT shall so advise the CITY immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given the CITY prior to the time that CONSULTANT performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes.

11. RESPONSIBILITY; INDEMNIFICATION. CONSULTANT shall, to the fullest extent allowed by law, with respect to all services performed in connection with the Agreement, indemnify, defend, and hold harmless the CITY and its officers, officials, agents, employees and volunteers from and against any and all liability, claims, actions, causes of action, losses, damages, costs, or demands whatsoever against any of them, including any injury to or death of any person or damage to property or other liability of any nature, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT or CONSULTANT 's employees, officers, officials, agents or independent contractors. Such losses, damages, and costs shall include reasonable attorneys' fees of counsel of CITY 's choice, expert fees and all other costs and fees of litigation. CONSULTANT shall not be obligated under this Agreement to indemnify City to the extent that the damage is caused by the active negligence or willful misconduct of CITY, its agents or employees. To the fullest extent permitted by law, this indemnity shall survive the termination or expiration of this Agreement.

12. INSURANCE.

A. Workers' Compensation. CONSULTANT shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease. Prior to commencement of work under this Agreement by any such employee, CONSULTANT shall deliver to the CITY a Certificate of Insurance which shall stipulate that thirty (30) days advance written notice of cancellation, non-renewal or reduction in limits shall be given to the CITY. Such insurance shall also contain a waiver of subrogation in favor of the CITY and its Councilmembers, officers, and employees while acting in such capacity, and their successors and assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

B. Commercial General and Automobile Liability Insurance. CONSULTANT shall also procure and maintain at all times during the performance of this Agreement Commercial General Liability Insurance covering CONSULTANT and the CITY for liability arising out of the operations and activities of CONSULTANT and any subcontractors. CONSULTANT shall also procure and maintain during the entire term of this Agreement Automobile Liability Insurance which shall include coverage for all vehicles, licensed or unlicensed, on or off the CITY's premises, used by or on behalf of CONSULTANT in the performance of work under this Agreement. The policies shall be subject to a limit for each occurrence of One Million Dollars (\$1,000,000) naming as an additional insured, in connection with CONSULTANT's activities, the CITY, and its Councilmembers, officers, and employees. The Insurer(s) shall agree that its policy(ies) is Primary Insurance and that it shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance covering the CITY.

Inclusion of the CITY as an additional insured shall not in any way affect its rights as respects to any claim, demand, suit or judgment made, brought or recovered

against CONSULTANT. The policy shall protect CONSULTANT and the CITY in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest had been named as an insured. Such insurance shall also contain a waiver of subrogation in favor of the CITY and its Councilmembers, officers, and employees while acting in such capacity, and their successors and assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally

Prior to commencement of work hereunder, CONSULTANT shall deliver to the CITY a Certificate of Insurance which shall indicate compliance with the insurance requirements of this paragraph and shall stipulate that thirty (30) days' advance written notice of cancellation, non-renewal or reduction in limits shall be given to the CITY.

C. Professional Liability Insurance. CONSULTANT shall also maintain Professional Liability Insurance covering CONSULTANT's performance under this Agreement with a limit of liability of One Million Dollars (\$1,000,000) for any one claim. This insurance shall be applicable to claims arising out of or related to the performance of this Agreement. Prior to commencing work under this Agreement, CONSULTANT shall furnish to the CITY a Certificate of Insurance, or certified copy of the Insurance policy if requested, indicating compliance with requirements of this paragraph. Such certificate or policy shall further stipulate that 30 days' advance written notice of cancellation, non-renewal or reduction in limits shall be given to the CITY.

D. Deductibles and Retentions. CONSULTANT shall be responsible for payment of any deductible or retention on CONSULTANT's policies without right of contribution from the CITY. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event that the policy of the CONSULTANT or any subcontractor contains a deductible or self-insured retention, and in the event that the CITY seeks coverage under such policy as an additional insured, CONSULTANT shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy for a lawsuit arising from or connected with any alleged act or omission of CONSULTANT, subcontractor, or any of their officers, directors, employees, agents, or suppliers, even if CONSULTANT or subcontractor is not a named defendant in the lawsuit.

13. TERMINATION. The CITY shall have the right to terminate this Agreement at any time by giving written notice to the CONSULTANT. In the event of termination for any reason other than the fault of the CONSULTANT, the CONSULTANT shall be compensated in accordance with the provisions of Sections 4 and 5 for the services performed and expenses incurred to the date of such termination, plus any reasonable costs and expenses which are reasonably and necessarily incurred by CONSULTANT to effect such termination. For termination for default, the CITY shall remit final payment to CONSULTANT in an amount to cover only those services performed and expenses



applicants for employment, notices to be provided by the consulting officer setting forth the provisions of this nondiscrimination clause.

The CONSULTANT further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed or disclosed the compensation of the employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

16. CONFLICTS OF INTEREST. The CONSULTANT warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code §§ 1090 et seq. or §§ 87100 et seq. during the performance of services under this Agreement. The CONSULTANT further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

Depending on the nature of the work performed, a consultant of the City is subject to the same conflict of interest prohibitions that govern City employees and officials (Cal. Govt. Code Section 1090 et seq. and Cal. Govt. Code Section 87100 et seq. as well as all applicable federal regulations and laws). During the proposal process or the term of the Agreement, CONSULTANT and its employees may be required to disclose financial interests. Upon request, the CONSULTANT agrees to promptly submit a Statement of Economic Interest on the form provided by the City.

No person previously in the position of councilmember, officer, employee or agent of the City may act as an agent or attorney for, or otherwise represent, the CONSULTANT by making any formal or informal appearance, or any oral or written communication, before the City, or any officer or employee of the City, for a period of twelve (12) months after leaving office or employment with the City if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant or contract.

The CONSULTANT shall take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under this Agreement and other solicitations. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to the City; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other Agreement.

The CONSULTANT shall not engage the services of any subcontractor or independent consultant on any work related to this Agreement if the subcontractor or independent consultant, or any employee of the subcontractor or independent consultant, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Agreement.

If at any time during the term of this Agreement, the CONSULTANT becomes aware of an organizational conflict of interest in connection with the work performed hereunder, the CONSULTANT immediately shall provide the City with written notice of the facts and circumstances giving rise to this organizational conflict of interest. The CONSULTANT's written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest. If at any time during the term of this Agreement, the City becomes aware of an organizational conflict of interest in connection with the City's performance of the work hereunder, the City shall similarly notify the CONSULTANT. In the event a conflict is presented, whether disclosed by the CONSULTANT or discovered by the City, the City will consider the conflict presented and any alternatives proposed and meet with the Consultant to determine an appropriate course of action. The City's determination as to the manner in which to address the conflict shall be final.

During the term of this Agreement, the CONSULTANT must maintain lists of its employees, and the subcontractors and independent consultants used and their employees. The CONSULTANT must provide this information to the City upon request. However, submittal of such lists does not relieve the CONSULTANT of its obligation to assure that no organizational conflicts of interest exist. The CONSULTANT shall retain this record for five (5) years after the City makes final payment under this Agreement. Such lists may be published as part of future City solicitations.

The CONSULTANT shall maintain written policies prohibiting organizational conflicts of interest and shall ensure that its employees are fully familiar with these policies. The CONSULTANT shall monitor and enforce these policies and shall require any subcontractors and affiliates to maintain, monitor and enforce policies prohibiting organizational conflicts of interest.

Failure to comply with this section may subject the CONSULTANT to damages incurred by the City in addressing organizational conflicts that arise out of work performed by the CONSULTANT, or to termination of this Agreement for breach.

17. MISCELLANEOUS

A. Records. All CONSULTANT and subconsultant costs incurred in the performance of this Agreement will be subject to audit. The CONSULTANT and its subconsultants shall permit the City, the State Auditor, and their authorized representatives to inspect, examine, make excerpts from, transcribe, and copy the CONSULTANT's books, work, documents, papers, materials, payrolls records, accounts, and any and all data relevant to the Agreement at any reasonable time, and to audit and verify statements, invoices or bills submitted by the CONSULTANT pursuant to this Agreement. The CONSULTANT shall also provide such assistance as may be required in the course of such audit. The CONSULTANT shall retain these records and make them available for inspection hereunder for a period of four (4) years after expiration or termination of the Agreement.

If, as a result of the audit, it is determined that reimbursement of any costs including profit or fee under this Agreement was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, the CONSULTANT agrees to reimburse the City for those costs within sixty (60) days of written notification by the City.

B. CITY Warranties. The CITY makes no warranties, representations or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

C. Confidentiality. CONSULTANT shall not release any reports, information or promotional materials prepared in connection with this Agreement without the approval of the City Manager.

D. Use of Subcontractors. CONSULTANT shall not subcontract any Services to be performed by it under this Agreement without the prior written approval of the CITY, except for service firms engaged in drawing, reproduction, typing and printing. CONSULTANT shall be solely responsible for reimbursing any subcontractors and the CITY shall have no obligation to them.

E. No Assignment. CONSULTANT shall not assign any of the rights nor transfer any of its obligations under the Agreement without the prior written consent of the CITY.

F. Attorney's Fees. If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in said proceeding shall recover, in addition to all court costs, reasonable legal fees.

G. Applicable Law. This Agreement, its interpretation and all work performed thereunder, shall be governed by the laws of the State of California.

H. Binding on Successors. All of the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

I. Waiver. Any waiver of any breach or covenant of this Agreement must be in a writing executed by a duly authorized representative of the party waiving the breach. A waiver by any of the parties of a breach or covenant of this Agreement shall not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

J. Entire Agreement; Modification. This Agreement, including any attachments, constitutes the entire Agreement between the parties with respect to the subject matter hereof, and supersedes any prior understanding or agreement, oral or written, with respect to such subject matter. It may not be amended or modified, except by a written amendment executed by authorized representatives by both parties. In no event will the Agreement be amended or modified by oral understandings reached by the parties or by the conduct of the parties. In the event of a conflict between this Agreement and Exhibit A or Exhibit B, this Agreement prevails.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the day and year first above written.

CITY OF MILLBRAE:

CONSULTANT:

\_\_\_\_\_  
(See footnote below)\*

By: \_\_\_\_\_

By: \_\_\_\_\_

City Manager

Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
City Attorney

\*Note: This Agreement must be executed by two Corporate Officers, consisting of:

- (1) the President, Vice President or Chair of the Board, *and*
- (2) the Secretary, Assistant Secretary, Chief Financial Officer, Assistant Chief Financial Officer, Treasurer, or Assistant Treasurer.

In the alternative, this Agreement may be executed by a single Officer or a person other than an Officer provided that evidence satisfactory to the City is provided demonstrating that such individual is authorized to bind the Corporation (e.g. a copy of a certified resolution from the Corporation's Board or a copy of the Corporation's bylaws).

**ATTACHMENT 2 - ACKNOWLEDGEMENT FORM**

**ACKNOWLEDGEMENT FORM FOR CITY OF MILLBRAE  
AGREEMENT FOR PROFESSIONAL SERVICES**

**CITY OF MILLBRAE REQUEST FOR PROPOSALS FOR**

- **CITY COST ALLOCATION PLAN STUDY**
- **COMPREHENSIVE COST OF SERVICES STUDY AND DEVELOPMENT OF CITY MASTER FEE SCHEDULE (SERVICE AND FEE SCHEDULE)**
- **REVENUE ENHANCEMENT STUDY**

By signing below, the consultant acknowledges that it has examined the enclosed City of Millbrae "AGREEMENT FOR PROFESSIONAL SERVICES". If the City accepts the proposal, the agreement, **without any changes**, shall be executed by the consultant within three (3) working days of notification by the City and consultant shall comply with applicable insurance requirements.

**Legal Name of the Firm:**

\_\_\_\_\_

**Business address:**

\_\_\_\_\_  
\_\_\_\_\_

**Name of Authorized Person:**

\_\_\_\_\_

**Signature of Authorized Person:**

\_\_\_\_\_

**Date:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

*If requesting changes to the City's Standard Agreement for Professional Services, do not sign this page. Return this page with an outline of requested change to the City's Standard Agreement including section number and requested language.*

***ATTACHMENT 3 – CITY OF MILLBRAE CURRENT FEES***

Attachment 3A: Most recently adopted City of Millbrae Service and Fee Schedule Adopted in 2013.

Attachment 3B: Additional Recreation Fees not included in the above schedule.

Additional Fees may have also been adopted by separate resolution. City will provide those resolutions and associated information through the study process.