



**CITY OF MILLBRAE  
REQUEST FOR PROPOSALS  
August 1, 2023**

Professional Consultant Services  
for the Preparation of

**Citywide Objective Residential Design  
and Landscaping Standards and  
Implementation of related Zoning Code Amendments  
for Residential Developments**

PROPOSALS ACCEPTED UNTIL  
September 15, 2023 AT 4:00 PM PDT

## REQUEST FOR PROPOSALS

Issue Date: August 1, 2023

Title: Citywide Objective Residential Design and Landscaping Standards and Implementation of related Zoning Code Amendments for Residential Developments

Contact Information: Roscoe Mata, Planning Manager  
(650) 259-2416  
[rmata@ci.millbrae.ca.us](mailto:rmata@ci.millbrae.ca.us)

Proposals to be mailed directly to: City of Millbrae  
Attn: Carmen Soulette  
Administrative Assistant  
621 Magnolia Ave.  
Millbrae, CA 94030

Hand-delivered/courier directly to: City of Millbrae  
Attn: Carmen Soulette  
Administrative Assistant  
621 Magnolia Ave.  
Millbrae, CA 94030

Deadline for Receipt: Friday, September 15, 2023, 4:00pm PDT

For information concerning RFP questions, procedures, and regulations, interested parties should contact the Planning Manager directly. All questions shall be submitted via email.

## PROJECT CONTEXT

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 3.2 square miles and serves a largely residential population of approximately 23,216. Millbrae is a small suburban residential community with hillside neighborhoods overlooking the San Francisco Bay and commercial development concentrated along El Camino Real, Broadway, and Millbrae Avenue. Millbrae's neighborhoods are characterized by distinctive architectural styles and types reflective of the era of their construction, between the late 1930's to present-day. The majority of Millbrae's subdivisions were developed during the post-war era of the 1940-50's. Residential housing development continued through the 1980's, 90's and early 2000's until the area was fully built out. The City's vibrant and walkable downtown business district contains a number of offices, shops, and restaurants along Broadway and El Camino Real. The City of Millbrae provides a wide range of public services including administration, community development, recreation, public works, and water and sewer service, with police and fire services provided through contractual agreements. The City is well served by commuter rail services from both Caltrain and BART.

The Millbrae City Council identified the creation of Residential Objective Design Standards as one of their top annual goals, further reported and summarized at their May 23, 2023 meeting.

## PROJECT DESCRIPTION

The City of Millbrae invites qualified planning, architecture, and urban design firms to respond to a Request for Proposals (RFP) to develop new citywide objective residential design and landscaping standards and related implementation of zoning code amendments. The design standards will apply to all residential development, including single-family, multi-family, accessory dwelling units, as well as renovations and additions to existing structures. The successful firm will prepare **two separate** detailed design standards guidebooks: (1) for single-family, duplex, and triplex homes which will include providing design standards for accessory dwelling units and junior accessory dwelling units and (2) for large multifamily dwelling projects - residential development with four or more units.

Once the residential objective design standards are developed in two separate graphic guidebooks or reference format for residents and contractors, the City seeks to then update the zoning ordinance to reflect the newly established objective design standards along with updated design review entitlement procedures to accommodate them.

The City envisions the standards would include, but not be limited to: (1) criteria to be used in design review, including objective and contextual criteria (neighborhood compatibility); (2) criteria for possible exceptions to standards; and (3) requirements for high quality and sustainable design and materials. The design standards are expected to be based on the established character of the City of Millbrae's residential neighborhoods. The standards should provide ample illustrations and written detailed descriptions to provide clear direction and guidance to both the layperson and the design professional, including, but not limited to residents, architects, contractors, City staff, Planning Commissioners, and City Councilmembers.

The City expects the design standards to address the following, at minimum:

- Design standards that reflect the character and period when neighborhoods were developed
- Architectural details
- Addition and remodel design
- Exterior materials and colors
- Window material, trim, and recesses
- Roof design
- Garage design
- Building articulation
- Massing and façade orientation
- Accessory Dwelling Unit (ADU) design, consistent with primary unit
- Privacy and view of neighbors
- Balcony/deck and window placements and orientation
- Landscaping criteria, particularly for single family front yards
- Reasonable Accommodation criteria (ADA)

The design standards and related zoning code amendments should achieve **three goals**:

- 1) Establish objective design standards for single-family, duplex, and triplex residential homes;
- 2) Establish objective design standards for multi-family and mixed-use residential development;
- 3) Update Millbrae's Zoning Ordinance to reflect the new objective residential design review

standards and to bring it into compliance with related changes in State law.

*These three parts may be completed in separate phases and the selected firm may partner with another firm or utilize sub-contractors to complete the tasks or phases for the project as needed.*

Single-family residential design standards need to reflect the unique architectural qualities of Millbrae's different neighborhoods and the periods when they were developed. Multi-family and mixed-use residential design standards should reflect high quality design and include criteria that reflects the desired outcome identified in the City's established long-range plans. The Community Development Department (CDD) is responsible for the orderly and harmonious development of an evolving City and expects to use these design standards as a way to manage the renovations of the existing housing stock and the creation of new housing units while maintaining the desirable characteristics of our existing neighborhoods.

## **REGULATORY FRAMEWORK**

Millbrae's General Plan and Zoning Code provide the framework for a variety of policies addressing building and site design. In 2022, the City adopted their 2040 General Plan in conjunction with the development of a new Specific Plan for Downtown and El Camino Real. In 2016, the City adopted the Millbrae Station Area Specific Plan to guide development around the station area. The City is currently in the process of revising its Housing Element Update in order to achieve certification.

The City has a number of adopted General Plan policies that relate to the design standards to be established through this RFP, including:

- LU-1.3 Clear and Predictable Development Standards
- LU-2.1 Balanced Neighborhoods
- LU-3.1 Neighborhood Character
- LU-3.2 Residential Design Standards
- LU-3.3 Residential Design Review
- LU-3.4 Minimize Privacy and View Impacts

The updated standards must be compliant with, and implement, state housing laws including SB 330 (Housing Crisis Act of 2019), ADU law (including AB 345, AB 3182, AB 68, AB 881, SB 13, AB 587, AB 670, AB 671, AB 2221, and SB 897), Senate Bill 9 (Government Code Sections 66452.6, 65852.21, and 66411.7) AB 2011 (Affordable Housing and High Road Jobs Act of 2022) and SB 6 (Middle Class Housing Act of 2022). The City of Millbrae recently amended the Zoning Ordinance to accommodate Senate Bill 9 urban lot splits and the reflect the most recent round of State changes to Accessory Dwelling Unit law.

## **PROCESS AND SCOPE OF WORK**

This Request for Proposals (RFP) seeks to develop new citywide objective residential design and landscaping standards for both single- and multi-family residential development. With the input of residents, stakeholders, and staff, the City desires to produce objective design standards that reflect the goals and priorities of the City while satisfying the requirements of state law.

The consultant will be responsible for undertaking all necessary steps for this analysis, the development and production of the work products and resulting modifications to the Zoning Code, as directed by staff and within the agreed upon time frame. The design standards are expected to be integrated into the City's existing regulatory framework established within the Zoning Ordinance in a manner that ensures

procedural consistency, aligns with state and local legal requirements, provides clarity as to applicability of existing regulations, and maximizes effectiveness of the code.

The process and work products will include the steps below and conclude with City Council adoption of the objective standards. When responding to this RFP, the City requests that the consultant team explain its approach to each of the steps.

### **Project Initiation**

Beginning with data collection and a review of existing City standards and permit procedures, the selected consultant will be expected to host a kick-off meeting with City staff to discuss project criteria, identify key issues, develop a project schedule with milestones and key dates for deliverables, and confirm expectations. A Senior or Associate Planner from the City will be designated as the project manager responsible for providing day-to-day direction and assistance to the selected consultant. Planning staff will be available for an in-person tour of Millbrae neighborhoods. An initial meeting is recommended to be held early in the process to discover the most critical issues for the City and what the project should focus on to ensure success.

### **Community Engagement and Public Outreach**

The selected consultant will be expected to provide a contemporary and inclusive outreach process to confirm existing neighborhood characteristics, community preferences and desired standards in order to provide City staff and elected officials with the necessary data to execute a decision-making process. Outreach should incorporate realistic and relatable architectural examples for public consideration using techniques that offer opportunities for residents and developers without a design background to effectively participate. At least one community engagement workshop should be held in-person and one should be held online. In addition to community workshops, proposals should offer an additional public feedback outlet, such as the preparation of a survey or other outreach methods. Respondents are welcome and encouraged to propose their own recommended approach to the community engagement process. Planning staff will provide a multipurpose room to host events at a city facility and will be available to assist the selected consultant during the engagement workshops.

Throughout the project schedule, the selected consultant will be expected to take responsibility for the creation of public outreach materials, imagery, and content for the project to be posted in the City's newsletter and official social media outlets. The selected consultant will also be tasked with developing and updating project information on a dedicated project website. The City's Public Information Officer will be made available to assist with the posting of events and prepare information on the City's website and official social media outlets.

### **Community Enhancement Advisory Committee, Planning Commission and City Council Study Sessions**

Using feedback gained from the community outreach events, the selected consultant will be expected to continue the engagement process at a study session with the City of Millbrae's Community Enhancement Advisory Committee (CEAC), Planning Commission (PC), and City Council. The selected consultant will be expected to prepare and present visualization materials including graphics and illustrations along with supporting content for accompanying staff reports and presentations. The feedback received from these study sessions will then be used in the development of draft design standards. The project team will be expected to test the draft standards on prototypical sites to ensure feasibility. In-person attendance for all study sessions

and public hearings is expected.

### **Development of Two Guidebooks: Residential Design Standards for (1) Single-family, Duplex, and Triplex Homes and (2) Multifamily and Mixed-Use Development Projects.**

Based on input received from the community outreach and study sessions, the consultant will prepare two separate illustrated objective design standards guidebooks, one for single-family, duplex, and triplex homes, and another for multi-family and mixed-use residential development. The guidebook will be for the use and reference of residents, property owners, contractors, architects, engineers, and local officials. The design standards guidebook should reflect the goals and values the community of Millbrae strives for in the built environment, identifying high-quality architecture and sustainable design that reflects the various existing conditions of Millbrae's neighborhoods.

Demonstrating high-quality design, building materials, scale, siting and landscaping, the guidebook will provide clear guidance to users by addressing topics such as site planning, building massing and elements, building frontages, entrances, exterior materials, landscaping, utilitarian/mechanical elements of building design, dark-sky friendly lighting and best practice techniques for the development process.

### **New Residential Design Review Permit Process**

The selected consultant will be tasked with a review and overhaul of Millbrae's existing Design Review Ordinance (§10.05.2500 et al) in order to implement the proposed objective design standards in accord with State law. The revisions should include the development of new design review thresholds for exterior modifications of existing residential structures, a new design review process and criteria for single- and multi-family residential development, criteria for the approval of reasonable accommodation in accord with the Federal Fair Housing Act (FHA) and Americans with Disabilities Act (ADA), as well as clear procedural standards to differentiate from traditional design review project entitlements approved with findings. Lastly, the consultant will be tasked to develop a process including standards for approval of major and minor modifications of residential projects.

### **Updated Zoning Code Development Standards**

The Zoning Code contains basic development standards for single and multi-family residential projects and related ADUs, but there are currently no specific design standards. New objective development standards are needed to reflect today's challenges. Based on the illustrated and written objective design standards established for single and multi-family residential projects, the consultant shall be tasked with evaluating and making necessary adjustments to existing development standards for single and multi-family residential projects and related ADUs to address state laws, bring development codes up to today's standards, address current challenges with regulating development in Millbrae, and to ensure future development apply best planning practices.

### **Review and Adoption**

The selected consultant will provide electronic copies of the administrative draft documents for staff review prior to a public draft with accommodation for up to three (3) rounds of revisions depending on comments received from staff or decision makers. The scope and schedule should assume and include attendance at public hearings before the Planning Commission and City

Council with contingencies for potential continuation. The selected consultant (through a sub-contractor if desired) will also be responsible for preparing and publishing the project's associated CEQA documentation, including posting of any notices with the San Mateo County Clerk and on the project website. Based on the scope of work, the City anticipates the project may be eligible for an exemption or negative declaration.

The **Scope of Work** should include:

**1. Background and Context**

Coordinate and define project parameters, objectives, process and schedule for the creation and approval of written and illustrated objective design standards. Review and cultivate relevant documents and policies including but not limited to the General Plan, Zoning Code, and other City plans and policies, in the development of architectural design standards that suitably reflect the community character for the City of Millbrae. Reconnaissance and review of the City's development patterns to gain insight and understanding of the various neighborhoods.

**2. Community Engagement**

Community engagement and feedback will be an important component in developing the design standards. Citywide outreach, workshops and input from elected and appointed officials should be incorporated to engage a broad range of perspectives from the community. In addition to traditional outreach methods, online engagement tools could be utilized to provide avenues of participation for those typically left out of the planning and development process. As noted earlier, the scope and schedule should include two community workshops with accommodations for additional public feedback through another means such as the preparation of a survey, hosting a table or booth at a City event or festival, and/or presenting to a local organization. The consultant will be expected to prepare all content for community engagement (posters, notices, and graphics) and to build and manage a project website.

**3. Preparation of Draft Residential Design Standards Guidebooks**

The two documents should give the reader a clear vision of the City's design goals and how to apply the criteria to their own situation. It should be accessible to a wide range of users in that it is easy to read as well as a technical resource for professionals. The document should provide plenty of illustrative examples that include design standards. The standards should include but not be limited to the following:

- a. Introduction
- b. Neighborhood Character
- c. Site Design and Planning
- d. Building Scale, Height, Mass, and Form
- e. Architectural Features and Details
- f. Building Details and Materials
- g. Front Yard Landscaping and Trees
- h. Garage Door and Driveway Criteria
- i. Fencing and Screening

Single-family residential design standards are expected to reflect the unique architectural qualities of Millbrae's different neighborhoods and the periods when they were developed. Multi-family and mixed-use residential design standards should reflect high quality design and include

criteria that reflects the desired outcome identified in the City's established long-range plans.

#### **4. Meetings and Hearings**

Staff anticipates the project will go before the Community Enhancement Advisory Committee, Planning Commission and City Council for a study session and public hearing before the Planning Commission and City Council prior to adoption. Consulting staff are expected to prepare presentations, staff report content, applicable attachments, and graphics, and present the item at the meetings. Planning staff will be responsible for the preparation and distribution of the agenda packets in advance of the meetings.

#### **5. Updated Zoning Code Amendments**

Consulting staff will be responsible for drafting the related zoning code amendments to support and codify the objective development standards and the new residential Design Review Permit criteria. The City Attorney will provide legal review of the exhibits and Planning staff will assist with the formatting of final ordinances in advance of adoption.

#### **6. CEQA Clearance Document**

The consulting team will be responsible for preparing the project's environmental determination in accord with the California Environmental Quality Act. The consulting team will be responsible for posting and filing related notices and providing print and digital copies with the deliverables, if necessary.

#### **7. Deliverables**

Prior to adoption, the consulting team will be responsible for providing fifteen (15) printed copies of the public draft documents (5 for Planning Commission, 5 for City Council, 5 for Staff/Public), as well as digital versions in applicable Adobe PDF formats and Word/InDesign. Following adoption, the selected consultant will again prepare and publish 15 final copies of the adopted documents along with digital versions.

### **QUALIFICATIONS**

Under general qualifications, the consultant must have the following:

1. Demonstrated experience and knowledge of applicable local, state, and federal laws.
2. Demonstrated ability to coordinate and manage the work between various disciplines as required.
3. Demonstrate sufficient resources to be able to respond to the City's request in a timely and efficient manner.
4. Possess appropriate and valid State of California-issued license or registration to practice in specific area of discipline, when applicable.
5. Demonstrated knowledge, capability, and capacity to produce project documents in an electronic format compatible with the City's software and systems.



6. Experience in preparing residential design standards.
7. Primary staff with a minimum of five years of similar prior experience working as an Architect, Landscape Architect, Urban Designer or Planner.
8. Be able to offer the services requested in this RFP.
9. Possess a high level of design understanding and professional quality execution of deliverables.
10. Provide a flexible, cohesive, and coordinated architectural language that designers, developers and residents may use as a reference.

The City of Millbrae is an Equal Opportunity Employer. Firms that are selected as part of this process shall comply with all applicable laws.

## **GENERAL REQUIREMENTS**

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.
- The consultant is expected to maintain adequate insurance coverage demonstrated by a Certificate of Insurance identifying coverage in amounts that meet or exceed the City's requirements identified in the Professional Services Agreement. An updated Certificate of Insurance shall be provided by the consultant to the City Finance Department on an annual basis during the entire term of the contract.
- Awarded consultant shall be responsible for overall management of cost and project schedule including providing sufficient advance notice to the City for the 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. Examples of the information provided include:
  - Accomplishments during the reporting period, issues encountered or anticipated, and activities scheduled for the next period. Indication of any City resource needs in the near and far term to assure project schedule is maintained.
  - Comparison of adopted schedule to project progress. This information should be consistent

with project invoices and billing.

- Comparison of actual costs to budget including percentage used and percent of project complete. Indications of risks 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. This information should be consistent with project invoices and billing.
- 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.

The selected firm would be under contract for the requested services on a time and materials basis not to exceed the agreement amount. City Council approval of the proposed Scope of Work and execution of the City standard Professional Services Agreement by the City Manager, and appropriation of funding in the Fiscal Year 2023-24 budget will be required before work can be initiated.

The goal of the RFP is to select a qualified consultant that would provide objective residential architectural design standards and an update to the related sections of the Zoning Code. The City of Millbrae will contract with a single firm for the prescribed scope of service. Consultants may utilize the services of specialty subcontractors on tasks which, under normal contracting practices, would be performed by specialty subcontractors. Unless a specific subcontractor is listed by the consultant, the consultant is representing to the City that the consultant has all the appropriate licenses, certifications, and registrations necessary to perform the scope of work.

After submission of their qualifications, selected consultants shall not award work to any unlisted subcontractor(s) without prior written approval from the City. The consultant shall be fully responsible to the City for the performance of their subcontractors, and of persons either directly or indirectly employed by them.

## **PROCESS FOR RESPONSE**

### **SUBMITTAL REQUIREMENTS**

Interested firms shall submit three (3) printed and bound copies and one (1) digital file copy in PDF format. The digital copy may be provided either via download with the location/address clearly identified on the printed RFP or a physical thumb drive may be provided. Packets should be as comprehensive as possible and generally be no more than 36 pages in length (including resumes and references, but not including cost proposal, insurance certificate, Attachment 2 and requested exception statements, if any). Please do not include pre-prepared stock promotional or marketing materials, brochures, or fliers in or with the qualifications packet. The submittal must state that the proposal is valid for at least a 120- day period. All packets should include the following minimum information:

1. A statement or cover letter summarizing the key points of the consulting firms' interests and qualifications, pertinent areas of expertise, and the individual or individuals responsible for the work to be performed. The officer of the consulting firm who is authorized to contractually bind the firm and to negotiate a contract with the City shall sign the statement or letter. Provide the name, title, address, email, and telephone number of this officer and the designated key contact person for the City during the RFP and award process.

2. A signed copy of the City's Standard 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.
3. A profile of the firm, including information regarding the key person or persons involved, detailing their qualifications, areas of expertise, past experience performing similar work, the firm's office location(s), and staffing, including assignments and sub-consultants (if any).
4. A description of the approach to the work involved, demonstrating their methodology, their vision for the project, and their understanding of the design review process.
5. A description of the consultant's pertinent project experience, including a list and description of recently performed relevant projects, past performance, individual or team accomplishments, and examples of similar experiences working for similar communities, including the names and contact information of references, including at least three (3) public agencies located within California. The Selection Committee may contact any references listed in order to verify background and experience at any time during the selection process.
6. Proof of insurance shall be identified in the qualifications packet. Interested firms shall provide proof of Professional Liability and Workers Comp insurance and other insurance requirements as specified in Attachment A, Section 12, Professional Services Agreement.
7. Cost Proposal. Each Costs Proposal must be provided in a separate sealed envelope marked "Cost Proposal".
  - i) 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).
  - ii) Costs related to the preparation of supporting environmental documents as per the California Environmental Quality Act (CEQA) and the printing of materials should be identified as separate line items.
  - iii) 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 Work to be performed. Estimate any reimbursable expenses and outline assumptions used and a not-to-exceed cost for comparison with lump sum cost proposals.
  - iv) The total project cost submitted by the vendor shall include overhead, contingencies, travel, in-house reproduction, local communications including faxes, couriers, readiness to serve and profit. The City recommends adequate contingency costs in the event of unexpected additional public hearings, etc.

- v) Any cost submittal must 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.

## **SELECTION CRITERIA**

Proposals received by the deadline will be reviewed by a selection committee comprised of city staff. The committee will rate their selection based upon the materials submitted in each proposal according to the following criteria:

- Demonstrated knowledge and familiarity with the project, the needs of the City of Millbrae;
- Experience in preparing residential objective design standards and related zoning code updates for cities similar to Millbrae, including experience preparing design standards for single- and multi-family residential and mixed-use development projects;
- Demonstrated ability to prepare high-quality graphics, images and visual examples in support of the project;
- Demonstration of an appropriate and cost-efficient method of approach in preparing and delivering the work products, including specific services to be performed, quality control methods, and any other measures necessary to ensure a quality legally defensible product prepared on time and within budget;
- Responsiveness to the RFP, including demonstrated commitments to communication and client service, as well as thoroughness, adequacy, and clarity of information provided; and
- Overall costs and hourly rates for all key personnel, including rates for sub-consultants (if any), as well as any proposed reimbursable expenses.

The City reserves the right to alter the selection process and/or project scope following the issuance of this RFP.

Following the selection committee's evaluation process, the City may contact persons involved in former or current projects of the 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. In this instance, the City anticipates that, at a minimum, the top two (2) selected firms will be contacted for interviews.

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.

## ESTIMATED TIMEFRAME

The following information is supplied as a guideline rather than as a set of absolute deadlines. The City reserves the right to alter the schedule as necessary.

RFP Issued	August 1, 2023
Responses Due Date	4:00pm PDT September 15, 2023
Evaluation of Responses & Interview Scheduling	September 15-29, 2023
Notification of Selected Firms	October 6, 2023
City Council Contract Acceptance (Consent Item)	October 24 or November 14, 2023
Initiation of Consultant Services Agreement	No later than January 1, 2024

## METHOD AND LOCATION OF SUBMITTAL

Interested firms should submit three (3) printed and bound copies and one (1) digital file copy in PDF format of their proposal (via download or thumb drive) to:

City of Millbrae  
Community Development Department  
Attention: Carmen Soulette  
Administrative Assistant  
621 Magnolia Avenue  
Millbrae, CA 94030

Proposals must be received no later than 4:00 p.m. PDT on Friday, September 15, 2023. The proposal and cost estimate should be in an envelope clearly marked: **CITY OF MILLBRAE Consultant Services for the Development of Citywide Residential Design Standards**. The proposal may be mailed, or hand delivered to the Community Development Department front counter.

Late submittals will not be accepted. A date stamp receipt may be provided upon request if delivered in person.

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.

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.

All interested firms should note that any contract pursuant to this solicitation is dependent upon the recommendation of the Selection Committee and the approval of the City Council.

## **CITY'S RESERVATION OF RIGHTS**

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 project 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

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 **[Delete "and has issued a Request for Proposals. . ." to end of sentence if no RFP issued.]**

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. **[Exhibit A if no RFP issued.]**

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. **[Delete "as supplemented by..." to end of sentence if no RFP issued.]**

3. TERM. **[CUSTOMIZE AS NEEDED]**

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 Contract Specifications.

**[USE THIS CLAUSE IF OPTIONS TO EXTEND TERM ARE DESIRED]**

The CITY reserves the right, in its sole discretion, to exercise up to \_\_ 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. **[CUSTOMIZE AS NEEDED]**



**[USE THIS CLAUSE FOR NOT-TO-EXCEED/LUMP SUM 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 [and/or below if inserting payment schedule] **[or "as set forth in Exhibit \_\_\_ if attaching a separate payment schedule to this Agreement."]**

**[USE THIS CLAUSE FOR TIME AND COST REIMBURSEMENT COMPENSATION]**

The CONSULTANT agrees to perform all of the services included in Section 2, with compensation based upon the time devoted to the work by specified individuals at the hourly labor rates listed in this Section below: **[if inserting hourly rates directly into this section] [or "as stated in Exhibit \_\_\_\_."]**

The agreed upon hourly labor rates shall include all direct labor, taxes, overhead, insurance, employee benefits, and other costs and expenses incurred by the CONSULTANT necessary for the performance of all the services called for under this Agreement. The hourly labor rates shall remain firm during the entire \_\_\_-year term of this Agreement. **[Or "for \_\_\_\_\_ years. CONSULTANT may apply a cost of living adjustment to the rates in subsequent years of the term."]**

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

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 he shall 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 of 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 (i) the negligence, recklessness, or willful misconduct of CONSULTANT or CONSULTANT 's employees, officers, officials, agents or independent contractors; or (ii) infection of any person by COVID-19 that occurs, or is alleged to occur, during the performance of this agreement. 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 a judge or jury determine that the damage was 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 maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers. 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.

B. Commercial General and Automobile Liability Insurance. CONSULTANT shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability for liability arising out of the operations and activities of CONSULTANT and any subcontractors. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. CONSULTANT's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. 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 Automobile Liability policy 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 maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and CONSULTANT agrees to maintain continuous coverage through a period no less than three years after completion of the services required by 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. **[This coverage may not always apply. Confer with legal counsel/risk management if you have questions.]**

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 incurred in accordance with the terms and conditions of this Agreement up to the effective date of termination.

14. NOTICES. All communications relating to the day to day activities of the project shall be exchanged between the CITY Manager and the CONSULTANT's \_\_\_\_\_.

All other notices and communications deemed by either party to be necessary or desirable to be given to the other party shall be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the CITY: City of Millbrae  
621 Magnolia Avenue  
Millbrae, CA 94030  
Attn: City Manager

If to the CONSULTANT: \_\_\_\_\_

Attn: \_\_\_\_\_

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

15. EQUAL EMPLOYMENT OPPORTUNITY. In connection with the performance of this Agreement, the CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, citizenship, political activity or affiliation, national origin, ancestry, physical or mental disability, marital status, age, medical condition (as defined under California law), veteran status, sexual orientation, gender identity, gender expression, sex or gender (which includes pregnancy, childbirth, breastfeeding, or related medical conditions), taking or requesting statutorily protected leave, or any other characteristics protected under federal, state, or local laws. The CONSULTANT shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, national origin, or any other characteristic protected under state, federal, or local laws. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

16. MISCELLANEOUS

A. Records. During the term of this Agreement, CONSULTANT shall permit representatives of the CITY to have access to, examine and make copies, at the CITY's expense, of its books, records and documents relating to this Agreement at all reasonable times.

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. During the progress of the work, CONSULTANT shall fully adhere to all applicable State and Federal laws and county, municipal or CITY ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials and equipment used in work, or which in any way affect the conduct of the work. CONSULTANT, and any subcontractors performing any work under this Agreement, shall hold such licenses and certifications as may be required by

the State of California or any local jurisdiction for the performance of the work specified in this Agreement. CONSULTANT agrees to provide the CITY evidence of compliance with any applicable law, ordinance, regulation, or order upon request, including, without limitation, Cal/OSHA Interim General Guidelines on Protecting Workers from COVID-19 within their written Injury & Illness Prevention Program.

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. Temporary Suspension of Work. The CITY, in its sole discretion, reserves the right to stop or suspend all or any portion of the work for such period as the CITY may deem necessary. The suspension may be due to the failure on the part of the CONSULTANT to carry out orders given or to perform any provision of the Agreement or to factors that are not the responsibility of the CONSULTANT. The CONSULTANT shall comply immediately with the written order of the CITY to suspend the work wholly or in part. The suspended work shall be resumed when the CONSULTANT is provided with written direction from the CITY to resume the work.

If the suspension is due to the CONSULTANT's failure to perform work or carry out its responsibilities in accordance with this Agreement, or other action or omission on the part of the CONSULTANT, all costs shall be at CONSULTANT's expense and no schedule extensions will be provided by the CITY.

In the event of a suspension of the work, the CONSULTANT shall not be relieved of the CONSULTANT's responsibilities under this Agreement, except the obligations to perform the work which the CITY has specifically directed CONSULTANT to suspend under this section.

If the suspension is not the responsibility of the CONSULTANT, suspension of all or any portion of the work under this Section may entitle the CONSULTANT to compensation and/or schedule extensions subject to the Agreement requirements.

K. 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 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: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\*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).



**ACKNOWLEDGEMENT FORM FOR CITY OF MILLBRAE  
AGREEMENT FOR PROFESSIONAL SERVICES  
CITY OF MILLBRAE REQUEST FOR PROPOSALS FOR  
CITYWIDE RESIDENTIAL DESIGN STANDARDS.**

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.*