



**CITY OF MILLBRAE
REQUEST FOR
QUALIFICATIONS**

August 29, 2025

**Multi-modal Integrated Transit
Station Concept Plan**

**PROPOSALS ACCEPTED UNTIL
September 22, 2025 at 4:30 PM PDT**

www.ci.millbrae.ca.us

REQUEST FOR QUALIFICATIONS

Issue Date:	August 29, 2025
Title:	Multi-Modal Integrated Transit Station (MMITS) Concept Plan
Contact Information:	Andrew J. Mogensen, AICP Community Development Director (650) 259-2330 amogensen@ci.millbrae.ca.us
Qualifications to be mailed directly to:	City of Millbrae Attn: Michelle Lee, Administrative Assistant 621 Magnolia Avenue Millbrae, CA 94030
Hand-delivered/courier directly to:	City of Millbrae Attn: Michelle Lee, Administrative Assistant 621 Magnolia Ave. Millbrae, CA 94030
Deadline for Receipt:	Monday, September 22, 2025 4:30 PM PDT

For information concerning RFQ questions, procedures, and regulations, interested parties should contact Andrew Mogensen, Community Development Director, directly at amogensen@ci.millbrae.ca.us. All questions must be submitted via email by September 12, 2025. A response to questions will be provided on the RFQ website for the benefit of all interested parties (<https://www.ci.millbrae.ca.us/379/Bids-Proposals>).

COMMUNITY AND 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 with commercial development concentrated along El Camino Real, Broadway, and Millbrae Avenue. The City's vibrant and walkable downtown business district contains a number of offices, shops, and restaurants. Millbrae's neighborhoods are characterized by distinctive architectural styles reflective of the era of their construction, between the late 1930's to present-day. The City is well served by commuter rail services from both Caltrain and BART. Millbrae is currently planning for the only high-speed rail station between San Jose and San Francisco.

The City of Millbrae is a general law City, comprised of a council-manager form of government. The voters elect five City Council members from districts to serve four-year terms on the City Council. The positions of mayor and vice-mayor are determined among the Council members annually in December. Council members may serve two consecutive four-year terms. Under the direction of the City Council, the appointed city manager is responsible for the day-to-day functions of the City and the administration of City services. The City Council regularly meets on the second and fourth Tuesday of each month at 7:00 p.m. at the Council chambers located at City Hall, 621 Magnolia Avenue.

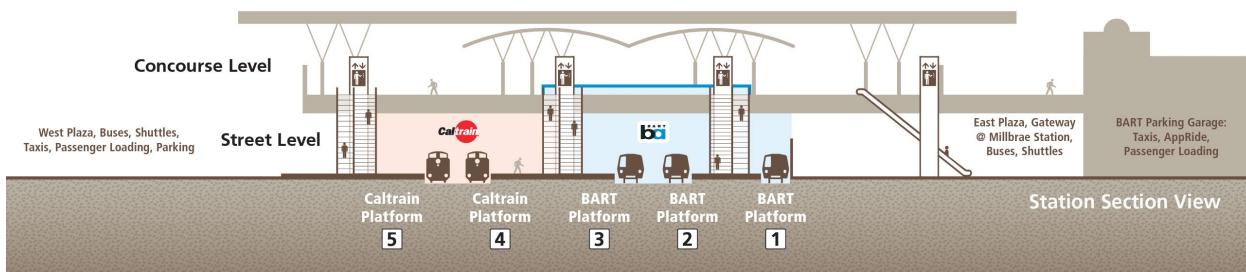
Recent major developments around the Millbrae transit station include Gateway at Millbrae station, a mixed-use transit-oriented development encompassing 399 residential units, a Residence Inn hotel, retail space and 157,000 square feet of office space, Alexandria Center for Life Sciences, a 570,000 square-foot campus for life science and biotechnology uses currently under construction, and 210 Adrian Avia labs, a 263,042 square-foot life sciences building also under construction. Also under construction in the downtown is a 276-unit mixed use building with 26 units of affordable housing. The City's 6th cycle regional housing needs assessment calls for the production of 2,199 new housing units over the next eight years. As of the date of this RFQ, the City has entitled 1,256 new housing units towards meeting that goal. The City's General Plan and Downtown and El Camino Specific Plan were adopted in December 2022 and the General Plan Housing Element was certified in March 2024.



The City adopted a comprehensive update to its Millbrae Station Area Specific Plan (MSASP) in 2016. Located within the MSASP is the City's transit center, Millbrae station, a major passenger hub connecting local transit services including Bay Area Rapid Transit (BART), Caltrain, SamTrans, and both public and corporate shuttles. Millbrae station is

the only regional commuter rail station with a direct connection to the San Francisco International Airport (SFO).

Due to its access and proximity to San Francisco International Airport, Millbrae station will be the only station in California's high-speed rail (HSR) network to provide a direct link to a major international airport. As an established passenger and commuter rail hub served by multiple transportation providers, the addition of high-speed rail services to the existing station will necessitate new planning and cooperation between all of the existing transit providers and requires a rethinking of how the station connects with the land use around the station. This effort should recognize the need for connectivity, convenience and functionality within the station and support the integration of station area planning efforts within the station area planning study area.



Millbrae Station Section View

PURPOSE AND OVERVIEW

The purpose of this Request for Qualifications (RFQ) is to identify and select a qualified consulting agency or firm to prepare a vision for a future integrated multi-modal station and the surrounding City and/or neighborhoods. The City's transit center - Millbrae station - is located at the heart of the Millbrae Station Area Specific Plan. It is currently a hub providing access to local transit options including BART, Caltrain, SamTrans, corporate shuttles, and other modes of transit. It also provides a connection to SFO via BART.

Designated as the only station proximate to SFO in the planned California HSR system and the sole stop between San Francisco and San Jose, Millbrae station holds the promise of making much of California more easily accessible to global travelers and making nonstop global air travel accessible to most Californians. The station will serve as a regional hub for domestic and global passengers by linking SFO to San Francisco, Silicon Valley, the entire Bay Area and beyond. Passenger growth at the station is expected to increase in the future as high-speed rail replaces short-distance intrastate routes currently served by regional airlines.

Given the significance of HSR and the number of agencies utilizing Millbrae station, the formation of a vision was seen as an important first step in developing a concept plan for the integration of a future station and surrounding land use. Through planning efforts like the MSASP, the City of Millbrae has previously worked to improve the community's link with the rail station, downtown and major employers. Because of Millbrae's central role in

the planning process as the local connection between land use and transportation, the City of Millbrae will be taking the lead in managing the planning and visioning effort between the participating agencies.

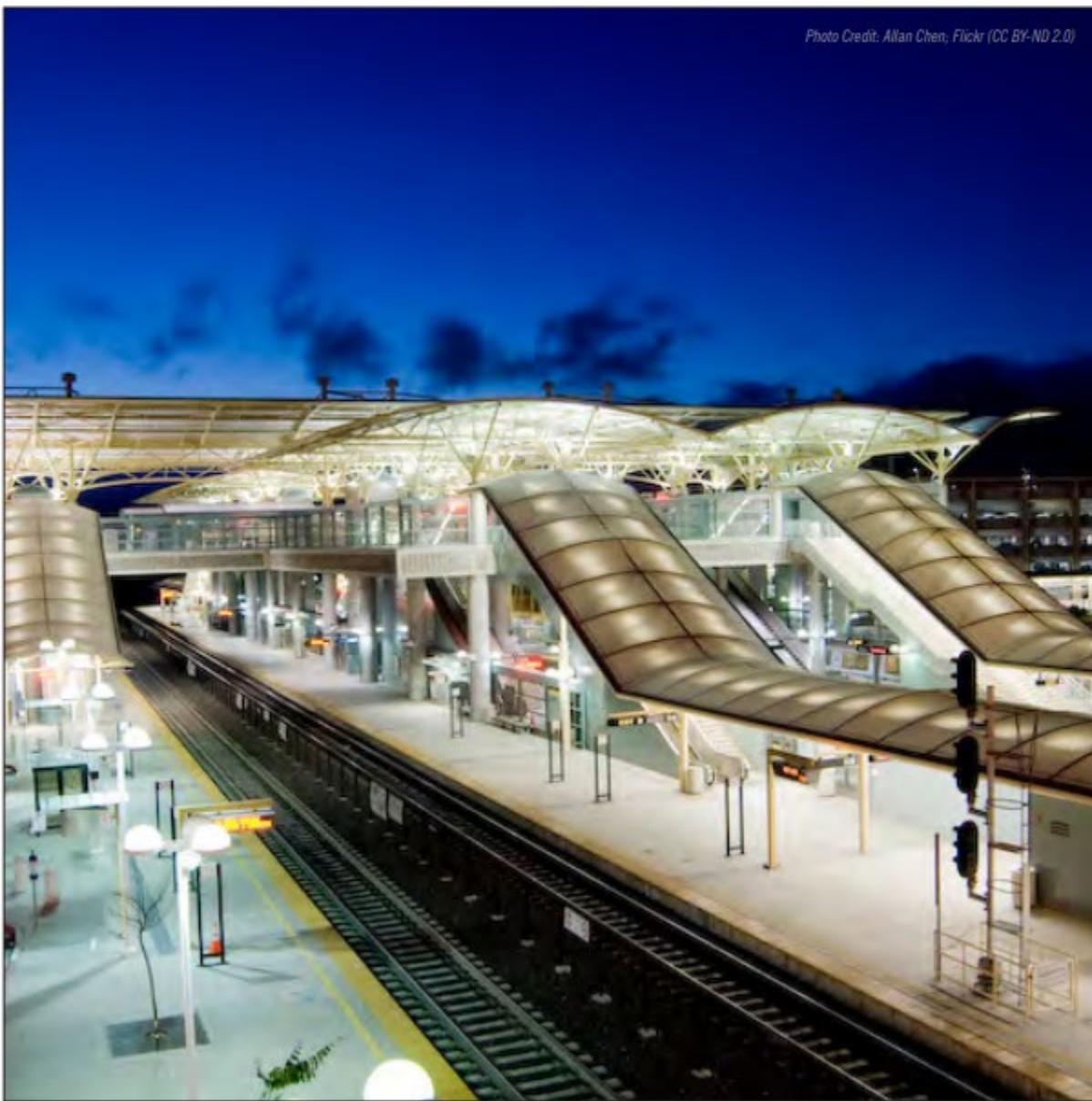


Photo Credit: Allan Chen; Flickr (CC BY-ND 2.0)

The City is seeking an experienced and qualified firm to create a vision and concept plan that accommodates transit agencies at the station and integrates the transit station with surrounding land uses. The firm is expected to lead the coordination and facilitation of the meetings with the transit agencies to gather input and use that information to create the concept plan. The transit agencies who utilize Millbrae station include BART, Caltrain, SamTrans, CHSRA, and SFO Airport. It is expected that the final concept plan will be incorporated into the Millbrae Station Area Specific Plan and will help further local compliance with Metropolitan Transportation Commission's (MTC) Transit Oriented Communities (TOC) Policy.

MTC Transit Oriented Communities Grant

In 2023, the City was awarded a matching \$600,000 Priority Development Area grant from MTC to amend the Millbrae Station Area Specific Plan with a multi-modal integrated transit station concept plan to accommodate future HSR. With the City committing up to \$600,000 in matching funds, the total amount allocated for this effort is **\$1,200,000**.

REGULATORY FRAMEWORK

Millbrae's General Plan and Millbrae Station Area Specific Plan provides goals and policies related to the transit station and station access including, but not limited to, the following.

General Plan: Guiding Principles

Station Area

Transform the Station Area into a walkable, mixed-use district reinforcing its role as the most significant transit hub in the Bay Area providing connections between Caltrain, BART, potential High-speed Rail, and San Francisco International Airport within one station that serves all transit entities. Encourage development of amenities; improvement of signage and real time information; connectivity to downtown and neighborhoods; and diversity of retail, restaurants, offices, hotels, and the provision of diverse housing types for all income groups.

General Plan: Policies

LU-7: Transform the Station Area into a walkable, mixed-use district that supports connectivity between the Millbrae Station and Downtown.

LU-7.1 Ensure Compliance with the Millbrae Station Area Specific Plan

The City shall ensure that new development within the Station Area complies with the land use regulations and development standards in the Millbrae Station Area Specific Plan.

LU-7.2 Regularly Review the Millbrae Station Area Specific Plan

The City shall regularly review and update land use regulations and development standards in the MSASP to ensure sufficient flexibility to respond to changing market conditions, and to promote the creation of a mixed-use district.

LU-7.3 Vibrant Activity Center

The City shall encourage the types of uses and the treatment of development within the Station Area to promote a vibrant activity center and gateway to the City.

LU-7.4 High Density, Mixed-Use Development

The City shall encourage high density, mixed-use development in the Station Area with restaurants, retail, entertainment, offices, and residential to promote the creation of a compact, walkable, transit-oriented district.

Millbrae Station Area Specific Plan: Goals

A Significant Regional and Local Transit Hub

The Millbrae Station should continue to serve as a significant regional transit hub where major rail transit systems meet and connect with other local and regional transit services, such as buses and private shuttles, and a future high-speed rail. New development in the Plan Area should provide transit supportive uses and help facilitate safe multi-modal access to the station.

A Balanced, Safe, and Efficient Circulation System in and Around the Plan Area
Future private and public investment in the Plan Area should help establish an integrated network of multi-modal circulation that balances the needs of pedestrians, bicyclists, transit users, and drivers.

Millbrae Station Area Specific Plan: Policies

P-CP 1. Provide superior pedestrian access and circulation in the Plan Area, especially to Millbrae Station, by providing sidewalks on all roadways and adding new routes where feasible.

P-CP 3. Create a direct pedestrian connection between El Camino Real (including the northbound bus stop on El Camino Real) and the west side Millbrae Station entrance through a pedestrian paseo or similar.

P-CP 6. Improve bicycle access to Millbrae Station and bicycle connections among the surrounding Plan Area land uses through a system of on-street and off-street bicycle facilities including Class I bicycle paths and Class II bicycle lanes.

P-CP 8. Provide secure, short- and long-term bicycle parking facilities at the Millbrae Station and at all developments.

P-CP 9. Provide wayfinding signage in the Plan Area for all modes, with emphasis at the nearest entrances and exits, and web available maps for users, as required in Chapters 6 and 7 of this Specific Plan.

P-CP 11. Accommodate kiss-n-ride (passenger pick-up and drop-off) and taxis near station entrances on both the east side and west side of the Millbrae Station.

P-CP 12. Provide bus and shuttle transfer facilities near station entrances on both the east side and west side of the Millbrae Station to accommodate the peak projected

vehicles to support bus and shuttle as a priority access mode to BART, Caltrain, and future rail service, such as High-Speed Rail (HSR).

P-CP 13. Accommodate SamTrans Route ECR bus service by enhancing stops at Linden Avenue (El Camino Real) northbound at pedestrian paseo) and Murchison Drive (El Camino Real) northbound and southbound) and by providing a deviated route southbound (off El Camino Real) on California Drive Extension with a stop at the pedestrian paseo near the station entrance.

P-CP 14. Coordinate with SamTrans, the Peninsula Corridor Joint Powers Board and BART to ensure implementation of all Millbrae station area improvements.

SFO Airport Land Use Compatibility Plan

The City is within the sphere of influence of the Airport Land Use Compatibility Plan for the Environs of SFO (SFO ALUCP). The station area's proximity to SFO imposes certain limitations on development height (elevation) and uses. Any development in the station area must comply with the SFO ALUCP, as adopted by the City.

SamTrans Bus Stop Improvement Plan

The Bus Stop Improvement Plan identifies bus stop features and amenities that SamTrans riders, local governments, and community members value, and lays out a plan for improving bus stops across the SamTrans network. The BSIP focuses on the comfort and experience of using and accessing bus stops, including amenities, as well as operational improvements to the stops. The BSIP includes new Bus Stop Design Guidelines. SamTrans has identified stop amenity needs throughout its system including at Millbrae.

MTC Regional Mapping & Wayfinding Project

The Regional Mapping and Wayfinding Project aims to make it easier for travelers to navigate and explore the Bay Area using public transit and connecting services. The Millbrae transit station has been selected by MTC as a regional mapping and wayfinding pilot project location.

California High Speed Rail Environmental Impact Report

On February 25, 2022, the California High-Speed Rail Authority released the Final Environmental Impact Report/Environmental Impact Statement for the San Jose to Merced project section. In June 2024, the California High-Speed Rail Authority Board of Directors approved the final environmental document for the 38-mile segment between Palmdale and Burbank. The approval of the Final Environmental Impact Report/Environmental Impact Statement is the last environmental clearance between downtown San Francisco and downtown Los Angeles.

SCOPE OF WORK

The City of Millbrae invites qualified planning and transportation firms to respond to this Request for Qualifications (RFQ) to lead and manage the visioning and development of a concept plan in support of the development of a multimodal integrated transit station.

The Millbrae Station Area Specific Plan (dashed-outlined in red) is located southwest of the SFO airport and southeast of downtown Millbrae.

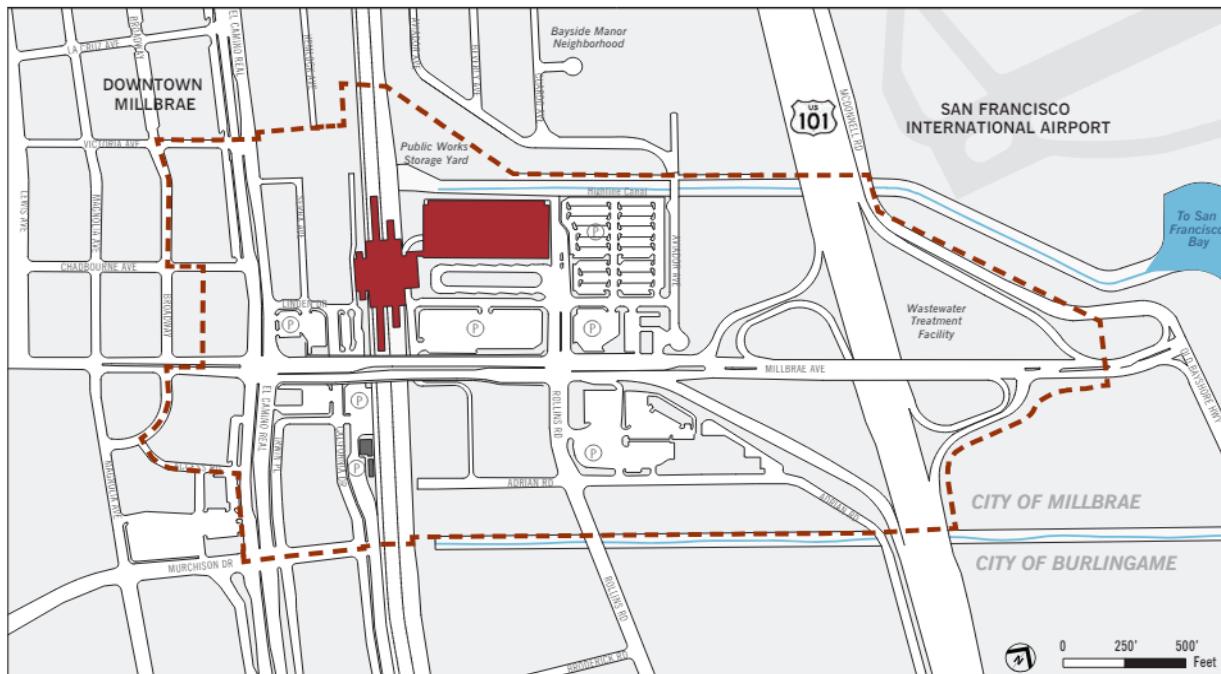


FIGURE 1-2. Millbrae Specific Plan Area

Source: PlaceWorks, 2014.

MSASP Boundary
Millbrae BART/Caltrain Station & Parking Structure
Railroad

The overarching goals and objectives of this station are:

- Review and summarize existing conditions and constraints.
- Examine opportunities for a world-class transit station.
- Facilitate collaboration on station access issues to ensure travel to and from Millbrae's future high-speed rail station will be smooth and seamless for pedestrians, vehicles and all modes of transit.
- Articulate and document the goals and objectives shared by both the City and CHSRA given the important interfaces between west side TOD planning and HSR station planning.

- Provide a vision for the station as a multi-modal integrated transit hub that accommodates BART, Caltrain, SamTrans, SFO, HSR, and shuttle services as both a gateway and a destination.
- Evaluate potential amenities, services (e.g., remote baggage drop), and transportation infrastructure improvements to provide seamless connectivity between rail and air.

The desired outcomes of this effort are:

- Prepare an initial station concept plan for the station area and station itself including customer experience guidelines, station diagram, and renderings for a potential future multimodal transit station that accommodates a wide variety of users.
- Develop a comprehensive access plan for the west side of the station developed with concurrence of transit partners. The access plan will accommodate all modes of travel for all future station uses (pedestrian, bicycle, vehicular, bus, etc.) that can be refined and incorporated into the design of California Drive and west of the station within the future development area. This access plan will be an important interface with the station concept plan for the station and station area identified above.

Tasks

The selected firm will work with the City and partner agencies to develop a final scope of work that meets the project's goals, objectives, and desired outcomes. The following are examples of potential tasks that may be used by the selected firm to develop the scope. These may be further refined and developed with the selected firm to identify clearly defined tasks and specific deliverables to achieve the goals and objectives of the work within the allotted budget. The roles and responsibilities of participating partner agencies will also be clearly identified in the refined scope of work.

Example: Task 1 – KICK-OFF / INITIATION MEETING

- 1a) Review existing conditions and project background with City staff.
- 1b) Host a kick-off meeting with City staff and project partners (could include a site visit hosted by Community Development staff, if desired). Discussion agenda should include:
 - Goals for this effort and the overall specific plan update
 - Consultant's background on multi-modal hubs and vision
 - Approach to the station and the immediate adjacent area west of the station

DISCRETE TASK(S) TO BE ACCOMPLISHED:

- Coordinate and set up the kick-off meeting with the City and partner agencies
- Lead and facilitate kick-off meeting

Task 1 Deliverables

- 1.1.1 Agenda
- 1.1.2 Prepare a presentation to City staff and transit agency partners
- 1.1.3 Tentative timeline

Example: Task 2 – INTERAGENCY WORKSHOPS AND COORDINATION WITH TRANSPORTATION AGENCIES

Coordinate, host, and facilitate, inter-agency workshop(s) with key partner agencies to establish key objectives, design, and engineering requirements for the project. These meetings are intended to obtain input from, and coordination with, transit agencies that would serve the integrated multi-modal transit station and will occur over the course of the project as needed to ensure transit agency station access and objectives are met, as well as to optimize multi-modal access to the transit station. Partner agencies include Bay Area Rapid Transit, Caltrain, SamTrans, the California High-Speed Rail Authority, and San Francisco International Airport.

DISCRETE TASK(S) TO BE ACCOMPLISHED:

- Coordinate and facilitate agency workshops with partner transit agencies and City staff
- Determine agency key objectives and needs
- Determine re-occurring meeting preferences for future coordination meetings with key stakeholders for the development of the MMITS

Task 2 Deliverables

- 2.1.1 Prepare agenda
- 2.1.2 Prepare workshop presentations
- 2.1.3 Prepare and distribute a workshop summary after each workshop
- 2.1.4 Prepare illustrations and preliminary concept plan
- 2.1.5 Revise the preliminary concept plan based on feedback from transit partners as needed

Example: Task 3 – COMMUNITY ENGAGEMENT

A component of MMITS is the implementation of a community engagement strategy that encourages active participation. The strategy aims to inform and educate the public about the project and the decision-making process, gather feedback for the partner agencies to consider during the preparation of the concept plan.

DISCRETE TASK(S) TO BE ACCOMPLISHED:

- Conduct one hybrid community workshop

- Conduct one informational pop-up event at the Millbrae station

Task 3 Deliverables:

- 3.1.1: Prepare displays, presentations, maps, drawings, renderings to present to the community.
- 3.1.2: Prepare a community questionnaire
- 3.1.3: Compile and analyze community questionnaire results
- 3.1.4: Prepare a workshop summary

Example: Task 4 – UPDATE THE MILLBRAE STATION AREA SPECIFIC PLAN (MSASP)

An update to the MSASP for a multi-modal integrated transit station is required to adequately plan for California High-Speed Rail. The MSASP amendment will focus on the addition of a high-speed rail for a regional multi-modal transit hub and its implications to the existing MSASP. The amendment to the MSASP will include a concept plan that will evaluate the functionality of the station and its architectural appearance and use elements such as building blocks to inform the concept plan. These elements include station building, pedestrians, bikes, bus, taxis, autonomous vehicles, company shuttle pick-up and drop-off, car parking, Caltrain, BART, existing buildings, and approved development.

DISCRETE TASK(S) TO BE ACCOMPLISHED:

- Update current conditions data and info including land uses, transportation infrastructure and circulation incorporating development on the east side of the station.
- Coordinate with the City, partners, and other applicable stakeholders
- Incorporate station requirements for California High-Speed Rail, BART, Caltrain, and SamTrans.
- Collaborate with SFO on airport design criteria and standards that can be incorporated at the station.
- Create a Westside Station Area Vision that builds upon and updates the MSASP vision and goals.
- Identify constraints and opportunities for the west side of the station.
- Identify HSR space needs beyond the existing station footprint and consistent with the settlement agreement with the City.
- Identify opportunities for phasing development.
- Prepare a concept plan of Millbrae station that incorporates the station requirement feedback from transit agencies and SFO design input.

Task 4 Deliverables:

- 4.1.1: Vision document that updates the Station Area Vision and includes
 - An aerial view showing the urban design framework for the plan area

4.1.2: Updated MSASP planning document with the following:

- Updated vision statement that includes the HSR station and policies that reflect and support planned HSR station and station access including a diagram for the west side that identifies near-term development opportunity sites, long-term station facility plans, a full build out of the westside and potential interim uses.
- Updated figures that include HSR space needs and key design features (e.g., connection between El Camino Real and the station).
- Updated policies that reflect and support planned HSF station and station access.

4.1.3: Multimodal Access Plan with updated ridership and modal access information and vision as provided through interagency workshops. The access plan will inform the spatial needs for station access and parking needs for development projects.

4.1.4: Prepare a preliminary high-level cost estimate for the concept plan.

4.1.5: Refinements based on direction from City staff after review of the draft deliverables by the City and transportation partners.

Example: Task 5 – PLANNING COMMISSION & CITY COUNCIL ADOPTION HEARINGS

The MSASP amendments require a review by the Planning Commission and adoption by the City Council. In-person attendance will be required for the public hearings.

DISCRETE TASK(S) TO BE ACCOMPLISHED:

- Prepare exhibits for the Planning Commission meeting
- Presentation to the Planning Commission
- Prepare exhibits for the City Council meeting
- Presentation to City Council

Task 5 Deliverables:

7.1.1: Planning Commission and City Council staff report exhibits

7.1.2: Presentations

SUBMISSION REQUIREMENTS

- Qualifications of key personnel (including consultant project manager) proposed for the contract. Key team members identified in the original proposal must not change from (be different than) the executed contract
- Staff resumes
- Related projects that key personnel have prepared
- Qualifications/experience of the firm
- Organization chart
- Forecast or Schedule of work
- References (provide a minimum of 3 references)

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 by signing the City's Standard Acknowledgement (Attachment 2). Consultants who do not agree with all terms shall follow the directions noted in the section titled PROCESS FOR RESPONSE.
- The consultant and their subconsultants 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 in writing to the City at least 15 days in advance 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 [transit partners]. Please include information on the designated Project Manager as part of the application submittal (see submittal requirement #3 in the PROCESS FOR RESPONSE section).
- 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 services requested 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 annual budget will be required before work can be initiated.

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 (1) printed and bound copies and one (1) digital file copy in PDF format. The digital copy may be provided via download with the location/address clearly identified on the printed RFQ, via email, or a physical thumb drive may be provided. Packets should be as comprehensive as possible and generally be no more than 40 pages in length (including resumes and references, 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. 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 RFQ 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 and subconsultants, such as an airport subconsultant, with information on the key person or persons who will be involved, including a designated project manager, as specified in the general requirements, detailing their qualifications, areas of expertise, past experience performing similar work on intermodal transit stations, the firm's office location(s), and staffing, including assignments and sub-consultants (if any). The City will be looking for key personnel with expertise in intermodal transit stations and airport planning.
4. A description of the consultant's pertinent project experience successfully working with multiple agencies on an integrated multimodal transit station, 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. Please include 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.
5. 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.

SELECTION CRITERIA

Qualifications received by the deadline will be reviewed by a Selection Committee comprised of representatives from the City and participating partner agencies. 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 goals and needs of the participating partner agencies, and the City of Millbrae;
- Experience in preparing plans focused on multimodal hub with air, rail experience such as a multimodal integrated transit station that includes a -high-speed rail or similar;
- Experience with airport land use compatibility and airspace evaluation;

- Demonstrated ability to prepare high-quality graphics, images and visual examples in support of the Project;
- Demonstrated experience and ability to work with and coordinate with multiple key local, regional, state and federal government agencies;
- 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 RFQ, 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 but not limited to primary project manager, architects, transportation planners, and 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 RFQ.

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 selection committee, either in person or through teleconferencing. 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 top-ranking consultant will be selected 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 a contract. The selected candidate will be expected to present to the City Council at the meeting. 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.

RFQ Issued	August 29, 2025
RFQ Questions Due Date	September 12, 2025
Responses Due Date	September 22, 2025, 4:30pm
Evaluation of Responses & Interview Scheduling	September 23 – Oct 10, 2025
Notification of Selected Firms	Week of October 13, 2025
City Council Consideration (presentation)	October 28, 2025
Initiation of Consultant Services Agreement	No later than November 30, 2025

METHOD AND LOCATION OF SUBMITTAL

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

City of Millbrae
Community Development Department
Attn: Michelle Lee, Administrative Assistant
621 Magnolia Avenue
Millbrae, CA 94030

Qualifications must be received no later than 4:30 p.m. PDT on September 22, 2025. The proposal and cost estimate should be in an envelope clearly marked: *“City of Millbrae Statement of Proposals for the Development of a Concept Plan for a Multimodal Integrated Transit Station.”* The proposal may be mailed, or hand delivered to the Community Development Department front counter. Both a print and digital file copy of the qualifications must be provided by the September 22, 2025 deadline.

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 RFQ unless clearly and specifically noted in the proposal submitted and confirmed in the final contract between the City of Millbrae and the selected consultant.

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 and Bay Area Metro.

This project is funded by the City of Millbrae and a matching grant from Bay Area Metro in cooperation with California High Speed Rail and transit partners.

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 scope of the project 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 interests. Should the City award project in phases, the City reserves the right to award the phases to the same firm.

This Request for Qualifications (RFQ) 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 RFQ 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. 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.

QUESTIONS

Any questions related to the scope of services should be submitted in writing to Andrew Mogensen at amogensen@ci.millbrae.ca.us and received by close of business on September 12, 2025.

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:

By: _____
City Manager

APPROVED AS TO FORM:

City Attorney

CONSULTANT:

(See footnote below)*

By: _____
Name: _____
Title: _____

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 QUALIFICATIONS FOR
ON-CALL CEQA & PLANNING CONSULTING SERVICES**

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.