

**Request for Statement of Qualifications (RFQ)**

for

**Building, Inspection, Land Development (Engineering Plan Check)  
and Planning Services**

in

**Millbrae, California**

**Response due by 4:00 PM, Wednesday, June 19, 2019**

# **REQUEST FOR STATEMENT OF QUALIFICATIONS**

## **Building, Inspection, Land Development (Engineering Plan Check) and Planning Services**

### **PURPOSE OF THIS RFQ**

The City will use this selection process as follows:

- Establish Consultant lists for each Discipline, depending on the City's needs, valid for three (3) years. The validity of the established list(s) may be extended by two (2) more years upon City approval.
- Execute "on call" professional services contracts for selected Disciplines.
- Based on specific needs, City will use these established lists for further development of project specific contracts.
- The contracts will be in the form of a Standard Agreement for Professional Services.
- The Agreements(s) may have an initial term of up to three (3) years and may be extended by an additional two (2) years with City approval.
- Each Agreement will include a negotiated rate schedule established at the time of its execution. The rates established at the time of contract execution will be valid for the initial term of one (1) year. Revised rates may be re-negotiated annually. No travel time or mileage costs will be entertained in the negotiated fees. Firms are expected to absorb these costs as part of its overhead costs.
- City, at any time, may abolish the list(s) established using this process prior to the expiration period and initiate a new Consultant selection process to establish new list(s).
- City may issue separate future solicitations for similar services for project specific professional services outside this process.
- City is not obligated to issue any contract(s) with this process.

The City of Millbrae reserves the right to reject any or all responses received as a result of this solicitation; to extend the submission due date for; to modify, amend, reissue or rewrite this document; and to procure any or all services by other means.

## **I. BACKGROUND:**

The City of Millbrae's Community Development Department (CDD) is seeking on-call professional support to assist CDD staff with professional services. Services shall include the ability to provide a Certified Building Inspector, Certified Plans Examiner, (including Registered Engineer (Structural)), Registered California Access Specialist (CASp), City Planner, Code Enforcement Officer and other services as needed.

The City of Millbrae is a community of approximately 21,500 residents located on the San Francisco Bay Peninsula 15 miles south of the City and County of San Francisco. The Community Development Department is responsible for the orderly and harmonious development of the City. The Building Division of the CDD is integral in ensuring that structures are constructed properly to conform to the Municipal Code and California Building Codes.

Millbrae is currently experiencing increased demand for land use development. The City is required to maintain an expected level of customer service and therefore seeks to contract with multiple consulting firms to have on-call consultants available that could assist the City with specific professional services as needed. The Community Development Department at the City of Millbrae has approximately fifteen to twenty-five residential development projects monthly that are at the development approval/building permit phase. The City also has a number of developments projects in the pipeline along the El Camino Real corridor that are larger mixed-use and multi-family residential projects.

The goal of the CDD is to establish a list of approved on-call consultants that would be under contract for a period of up to three fiscal years during which time the on-call consultants would then be utilized based upon expertise and availability. The City of Millbrae expects to contract with multiple firms for the same discipline such that City has the ability to utilize more than one firm at the same time. With the recent approval of two large transit-oriented development (TOD) projects there may be a need to have dedicated inspectors for each of the two TODs.

Selected firms would be under contract for the requested services on an as-needed basis. Work will be initiated through the use of task orders/work authorizations prepared by the Consultant to include the deliverables, bid and timeline for each task. Upon agreement of the cost estimate the task order would then be executed by CDD Staff authorizing work to proceed by the Consultant.

## **II. QUALIFICATIONS**

Under general qualifications, the Consultant must have the following:

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

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

## **III. SCOPE OF WORK AND SERVICES:**

The selected firms or consultants are expected to be familiar with and well versed in all related deliverables required for planning and development review services as described in this Request for Proposals. Interested firms shall have staff with a minimum of five years of similar prior experience working as a City Planner, Building Inspector, Code Enforcement Officer, Permit Technician, Plans Examiner or CASp Inspector.

Consulting firms are not required to be able to offer all of the services requested in this RFQ. Firms may bid be on all, a combination of or just one of the services requested.

The City is in pursuit of a high level of customer service and professionalism with interaction with all customers served.

The following scope of work is not intended to be exhaustive, but a representative requirement of the work. The proposer is encouraged to develop a more detailed or appropriate scope of work that it believes will ensure more successful completion of the work.

### **Plan Check Review**

Consultants shall provide comprehensive plan check review, analysis and comments early on to avoid delay with unexpected project requirements late in the process. Projects plans are to be both received and delivered electronically and in hard copy format by consultant. Plans shall be reviewed for compliance with the most recently adopted City Building Codes, ordinances and state and federal requirements.

Plans shall be reviewed by Consultant and provided to City with written comments within 20-25 business days of submittal. For each subsequent round of review the turn-around time shall be 5-7 business days. Review to include plans, calculations, specifications and reports for a determination of compliance with all applicable codes, ordinances, laws and regulations.

The review shall provide written comments that include the following:

- Complete and detailed comments
- References to plan sheet pages
- Determination of compliance with all applicable codes, ordinances and regulations
- References to specific codes, regulations and laws for each noted correction
- The name and direct phone number for the person who performed the review of said plans
- Plans Examiner shall make themselves available to review comments with the Applicant as well as the City's Building Official.
- Review of professionally prepared Structural Plans and Calculations shall be performed by an individual registered in the State of California as a Professional Engineer.
- Commercial and Multi-Family Plans shall also be reviewed by a registered CASp individual.

Upon consultant determination of plan compliance with applicable codes the approved plans shall be transmitted to the Building Department in a final form ready for building permit issuance with all applicable corrections completed and appropriately denoted on the final plans. The consultant shall wet-stamp one set of plans as "Approved."

### **Building Inspection**

Upon direction by the City, Consultant shall provide building inspection and CASp inspection services during the course of construction to enforce compliance with the conditions of approval, provisions of the City's Building laws and the code requirements set forth on the approved plans for which the City issued a permit. In the performance of such duties, Consultant shall observe each project at the completion of the various stages of construction for compliance with all relevant State and City building codes. The Building Inspector shall hold necessary Certifications for the tasks as assigned. The Building Inspector shall have all needed tools for inspection including a vehicle, insurance, etc.

### **Permit Technician**

The Permit Technician shall be familiar with all of the requirements relating to licensure of contractors and their ability to obtain permits to be issued by the City. They shall possess the ability to operate the City's permitting software and understand and perform plan/permit routing processes.

## **Code Enforcement Officer**

The Code Enforcement Officer shall be well versed in 4<sup>th</sup> Amendment Rights, record keeping and use of administrative search warrants and citations. The Code Enforcement Officer shall be equipped with all necessary tools to carry out the duties of the position, including a vehicle, insurance, etc.

## **Planning Services**

Professional planning services shall include senior planners with a clear understanding and background in the land use entitlement process as well as the California Environmental Quality Act (CEQA) environmental review process. Services are to be provided at a senior proficiency level with familiarity in all areas required for current planning, long range planning and land use entitlement including but not limited to:

- Millbrae Municipal Code
- California Environmental Quality Act (CEQA)
- Permit Streamlining Act
- Subdivision Map Act
- Discretionary and ministerial projects
- Policy development (ordinances, zoning revisions)

## **IV. PROJECT REPORTING AND INVOICING:**

Consultants shall be available for consultation with the City's Project Manager at all reasonable times and shall immediately advise the City's Project Manager of requirements, technical decisions or problems that may materially affect the project scope, schedule, or cost of an assignment. Any changes to scope of work or budget shall first be authorized by the City and shall be accompanied by a change of work order. The 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 the Consultant, the City, the applicant and other involved agencies and organizations.

During the course of the project and to support each invoice, the Consultant shall furnish Progress Reports that shall include the following:

- A. A Narrative Report to include:
- Specific accomplishments during the reporting period.
  - Problems encountered or anticipated.
  - Accomplishments scheduled for the next reported period.
  - Results of any significant activities.

Progress Reports are to be submitted monthly, together with invoice submittal, unless directed otherwise by the City's Project Manager. The invoice shall be accompanied by a cost breakdown showing specific persons and classifications being billed for the period. Invoices shall include copies of any sub-consultant invoices should sub-consultants be utilized. Failure of Consultant to submit required reports as directed shall constitute cause for suspension of payment of invoices.

**V. CONSULTANT SELECTION PROCESS:**

All responses to this RFQ meeting the submittal requirements will be evaluated by a review committee. The names of the review committee members will not be revealed. Individual or composite ratings by the review committee members will not be revealed. Written qualifications will be reviewed and ranked by the review committee and ranked in accordance with the rating criteria reflected in this RFQ. All firms will be notified, if they have been selected via email. Following the selection committee's evaluation process and determination of firms, the City may contact persons involved in former or current projects by responding firms, including but not limited to reference contacts.

The selection process provides for a review committee to be formed to evaluate consultant proposals. The process and evaluation criteria for selection will include the following:

- A. An evaluation of the firm's qualifications and organization as well as the qualifications of the proposed project team members to perform the services described in the RFQ including comparable experience on projects of similar scope and magnitude.
- B. A demonstration of the firm's and team's understanding of the project scope and requirements. Presentation of an effective approach and management plan including firm's ability to meet project schedules.
- C. An established record of customer service.
- D. The proposals will be evaluated and ranked by the review committee.
- E. The City will then contract with multiple firms to provide on-call building and planning services.

**VI. PROPOSAL CONTENTS:**

The City is interested in information to address the points below. Brief responses are acceptable and encouraged.

- 1) Date of Submittal
- 2) Firm's structure, legal name, type of entity, background, general qualifications, include employee count by title and profession, year firm was established, contact information
- 3) How consultant delivers successful, high quality projects while working with

- low bid contractors, including quality control
- 4) Please attach individual resumes, with relevant experience working with public entities, specific role and responsibility, number of similar projects completed within the last 5 years. Also include the primary point of contact's name, address, telephone number and email address, as well as an alternate point of contact for each qualification submitted
  - 5) Firm's current work load and backlog
  - 6) Recent experience of the firm in providing services for representative projects identify costs and project complexities that distinguishes your firm's services. Provide the name, address and phone number for owner/client, contractor, operator/facilities manager, or other person that may serve as references
  - 7) Sub-consultants that would be utilized and their specific role. Include firm qualifications
  - 8) Location of the office(s) where work will be performed. Professional license and registration to practice specific discipline in the State of California
  - 9) Please identify any recent or pending litigation
  - 10) Confirmation that the required City standard /insurance levels are acceptable

To demonstrate its qualifications and its ability to perform the Consultant services scoped, Consultant shall submit a proposal also containing the information listed below. Extensive and elaborate proposals are not needed. Complete but concise and clear proposals are desired. Please limit the proposal to no more than 25 pages (in entirety including all promotional material) with no less than a 10 point font.

- A. Executive Summary - A brief summary containing highlights of Consultant's proposed approach to the services described in the RFQ, including a clear statement of its understanding of the project and services required. If the detailed approach is not long and complex, an Executive Summary is not essential.
- B. Detailed Approach - A detailed presentation of the proposed approach for performing the services, describing how the firm would be organized and structured to ensure:
  1. Quality Performance.
  2. Responsiveness to City's staff and Project Requirements.
- C. Management Plan - A Management Plan describing how the services would be organized, including:
  1. An organization chart showing the proposed relationships among design personnel, key employees for the project, field personnel, and any sub-consultants.
  2. Name, position, summary of qualifications, and related experience and proposed responsibilities of the Project Manager and key personnel on the proposed project team. Provide references with phone numbers for Project Manager.

3. Proposed plan for quality and cost control to enhance the service, responsiveness to project needs, and to reduce project costs.
4. Task Schedules - for each specified task, the Consultant shall prepare a Preliminary Task Schedule showing the work to be completed. At key points in the project design, allow five (5) working days for City review and formal response.

D. Consultant Firm Information - Consultant shall present the information listed above about the firm and to demonstrate its experience on similar projects to that contemplated in the RFQ. Information presented should be brief, should not include any unnecessary promotional material, and should be presented in the sequence listed herein.

E. Compensation - The Consultant's fee shall be set out in Section 4. COMPENSATION of the City's standard Agreement for Professional Services. The Consultant shall submit a fee schedule with the proposal. The hourly rates shall include overhead, contingencies, local travel, in-house reproduction, local communications including faxes, readiness to serve and profit. Payment will be on a time and material basis with a budget not to exceed figure for each project assigned, or lump sum as determined in advance based on scope of work.

Mark-up on Subconsultant work shall be limited to a maximum of 10% of the Subconsultant Cost. The proposal should indicate the proposed mark-up.

F. Standard Terms and Conditions - Consultant shall state its willingness to accept the terms and conditions in the standard Agreement for Professional Services. A sample copy of which is attached and can be obtained from the Community Development Department. Consultant shall list items to which it takes exception, and provide alternate working language, if needed. Insurance and other essential requirements are set out in the sample Agreement for Professional Services.

G. Proposal Submittal Procedure - Consultant shall submit its proposal in accordance with the following requirements:

1. The proposal shall be transmitted with a cover letter that conforms to the following:
  - (a) Is signed by an officer authorized to bind the Consultant contractually.
  - (b) Confirms the receipt of the RFQ and all Addenda thereto.
  - (c) States that the proposal is firm for a 90-day period.
  - (d) Provides the name, title, address and telephone number of the individual to whom correspondence and other contacts should be directed during the consultant selection process.
  - (e) Provides the name, title, address and telephone number of the individual who will negotiate with the City and is authorized to contractually bind the firm.
2. Interested firms shall submit three (3) copies of the proposal.

3. The proposal shall be addressed to:

Tom Madalena  
City of Millbrae  
621 Magnolia Avenue  
Millbrae, CA 94030

4. The proposal must be received at the above address **no later than 4:00 p.m. on Wednesday, June 19, 2019.**

Attachment: Exhibit 1 – Sample Agreement for Professional Services  
Exhibit 2 – Acknowledgement Form  
Exhibit 3 – Consultant Disclosure of Financial Interests

**EXHIBIT 1**

**AGREEMENT FOR PROFESSIONAL SERVICES**

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

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

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.** 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



forth in Section 4 or in the time of required performance as set forth in Section 3, or both. In the event that CONSULTANT encounters any unanticipated conditions or contingencies that may affect the scope of work or Services and result in an adjustment in the amount of compensation specified herein, CONSULTANT shall so advise the CITY immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given the CITY prior to the time that CONSULTANT performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes.

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

12. INSURANCE.

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

B. Commercial General and Automobile Liability Insurance. CONSULTANT shall also procure and maintain at all times during the performance of this Agreement Commercial General Liability Insurance covering CONSULTANT and the CITY for liability arising out of the operations and activities of CONSULTANT and any subcontractors. CONSULTANT shall also procure and maintain during the entire term of this Agreement Automobile Liability Insurance which shall include coverage for all vehicles, licensed or unlicensed, on or off the CITY's premises, used by or on behalf of CONSULTANT in the performance of work under this Agreement. The policies shall be subject to a limit for each occurrence of One Million Dollars (\$1,000,000) naming as an additional insured, in connection with CONSULTANT's activities, the CITY, and its Councilmembers, officers, and employees.

The Insurer(s) shall agree that its policy(ies) is Primary Insurance and that it shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance covering the CITY.

Inclusion of the CITY as an additional insured shall not in any way affect its rights as respects to any claim, demand, suit or judgment made, brought or recovered against CONSULTANT. The policy shall protect CONSULTANT and the CITY in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest had been named as an insured. Such insurance shall also contain a waiver of subrogation in favor of the CITY and its Councilmembers, officers, and employees while acting in such capacity, and their successors and assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally

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

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

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

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

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



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

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

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

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

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

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

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

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

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

IN 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:

By: \_\_\_\_\_  
City Manager

APPROVED AS TO FORM:

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

\_\_\_\_\_  
\_\_\_\_\_  
(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).

**EXHIBIT 2 - ACKNOWLEDGEMENT FORM**

**ACKNOWLEDGEMENT FORM FOR CITY OF MILLBRAE AGREEMENT  
FOR PROFESSIONAL SERVICES  
CITY OF MILLBRAE REQUEST FOR STATEMENT OF QUALIFICATIONS  
FOR AS-NEEDED PLANNING AND BUILDING 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.*

CONSULTANT DISCLOSURE OF FINANCIAL INTERESTS

Depending on the nature of the work performed a consultant of the City is subject to the same conflict of interest prohibitions that govern City employees and officials (Cal. Gov't Code Section 1090 et seq. and Cal. Gov't Code Section 87100 et seq.). Pursuant to the City's Conflict of Interest Code, a Consultant may be required to file Statements of Economic Interest unless it is determined that the Consultant is not a public official as defined by the Political Reform Act.

The Fair Political Practices Commission (2 Cal. Code of Regs. Section 18701) defines a Consultant who acts as a public official as one who:

- A. Makes a governmental decision whether to:
  - 1) Approve a rate, rule or regulation;
  - 2) Adopt or enforce a law;
  - 3) Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
  - 4) Authorize the City to enter into, modify, or renew a contract provided it is the type of contract that requires City approval;
  - 5) Grant City approval to a contract that requires City approval and in which the City is a party, or to the specifications for such a contract;
  - 6) Grant City approval to a plan, design, report, study, or similar item;
  - 7) Adopt, or grant City approval of, policies, standards, or guidelines for the City, or for any subdivision thereof; or

B. Serves in a staff capacity with the City and in that capacity participates in making a governmental decision as defined in Regulation 18702.2 or performs the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City's Conflict of Interest Code under Government Code Section 87302.

Upon review of the scope of services for (CONSULTANT) who is providing professional services under Contract to the City of Millbrae it is determined that

This Consultant does not meet the FPPC's definition of a public official and is not required to file a Statement of Economic Interests.

or

This Consultant does meet the FPPC's definition of a public official and is required to file a Statement of Economic Interests.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

**(Original of this form should be kept with the contract file and a copy forwarded to the City Clerk.)**