AGREEMENT FOR ON-CALL BUILDING OFFICIAL, COMMERCIAL PLAN CHECK AND INSPECTION SERVICES BETWEEN THE CITY OF SAN PABLO AND 4LEAF, INC.

THIS AGREEMENT, dated this 1st day of June, 2015, is by and between the City of San Pablo, a municipal corporation organized and existing under the laws of the State of California, (hereinafter referred to as "City"), whose address is 13831 San Pablo Ave., San Pablo, California 94806, and 4LEAF, Inc., (hereinafter referred to as "Consultant"), whose address is 2110 Rheem Drive, Suite A, Pleasanton, CA 94588, Telephone (925) 462-5959.

RECITALS:

WHEREAS, the City desires to utilize 4LEAF, Inc. staff to provide services to provide Building Official, building inspection, and Building plan check services on an as needed basis. Services could include plan check review for American Disability Act, and to ensure conformance with the California Building Codes.

WHEREAS, Consultant desires to enter into the agreement described herein with the City as an independent contractor;

WHEREAS, Consultant has represented to City, and does in fact have the special training, skill, competence and expertise necessary to render the consulting services contemplated herein;

WHEREAS, the City desires to engage a professional who will act at all times with the City's best interest in mind and who will respect the trust and confidence placed in that professional by the City;

WHEREAS, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, Consultant and the City agree as follows:

AGREEMENT:

(1) Scope of Service.

Term and Scope of Services

Scope of services consistent with 4LEAF Inc. proposal submitted by the Consultant to the City of San Pablo, dated April 14, 2015, hereinafter referred to as Exhibit A. The exceptions or additions to Exhibit A, are shown in Exhibit B, which are in addition to the Proposal, or clarification or added detail.

Quality of Performance

Consultant agrees to perform these services in accordance with the standards of its profession and within the terms of this agreement, and shall at all times be provided on a basis satisfactory to the City Manager, and shall at a minimum be consistent with all goals and objectives set forth herein.

Consultant shall be solely responsible for the quality and suitability of services provided pursuant to this Agreement. The City Manager shall determine whether services provided by Consultant pursuant to this Agreement are satisfactory to the City. If during the course of this Agreement, it is determined services being

provided are not satisfactory, Consultant shall take such corrective action as the City may require. Failure to promptly take such action shall constitute a material breach of this Agreement and cause for termination in the City's discretion. This standard of care is not intended and shall not be construed to impose an obligation on the City within the meaning of Government Code Section 815.6.

(2) Compensation.

Notwithstanding any contrary indications which may be contained in Consultant's proposal, in exchange for the satisfactory performance of services that satisfy and timely achieve the milestones, performance commitments and outcomes identified herein and in the attached exhibits, City hereby agrees to pay Consultant a sum not to exceed \$143,000 as follows:

Consultant shall be paid within thirty (30) days of receipt of billings for work completed and approved. Invoices shall be submitted containing all information contained in paragraph 6 "Billings" below. In no event shall Consultant be entitled to compensation for extra work unless an approved change order, or other authorization describing the extra work and payment terms, has been executed by City prior to the commencement of the work.

Invoices must be signed by an authorized representative of Consultant, who shall verify that the invoiced services have been performed.

Changes In Work-Extra Work. In addition to services described in section 1, the parties may from time to time agree in writing that Consultant, for additional compensation, shall perform additional services. The City and Consultant shall agree in writing to any changes in compensation and/or changes in Consultant's services prior to the commencement of any work. If Consultant deems work it has been directed to perform is beyond the scope of this agreement and constitutes extra work, Consultant shall immediately inform the City in writing of the fact. The City shall make a determination as to whether such work is in fact beyond the scope of this agreement and constitutes extra work. In the event that the City determines that such work does constitute extra work, it shall provide compensation to the Consultant in accordance with an agreed cost that is fair and equitable.

This cost will be mutually agreed upon by the City and Consultant. A supplemental agreement providing for such compensation for extra work shall be negotiated between the City and the Consultant.

- (4) <u>Effective Date and Term</u>. The effective date of this agreement is July 1, 2015 and it shall terminate on June 30, 2016.
- Independent Contractor Status. It is expressly understood and agreed by both parties that Consultant, **(5)** while engaged in carrying out and complying with any of the terms and conditions of this agreement, is an independent contractor and not an employee of the City. Consultant shall be fully responsible for all matters relating to the payment of its employees, including compliance with social security, withholding tax and all other laws and regulations governing such matters. Consultant shall be responsible for its own acts and those of its agents and employees during the term of this agreement. Consultant shall not represent, at any time or in any manner, that Consultant is an employee of the City. Consultant will exercise its judgment in recommending to City the methods by which to accomplish City's objectives and desires. In any case where an opportunity is made available to Consultant, Consultant will determine whether it possesses sufficient training and background to carry out whatever objective is sought by the City. If Consultant accepts an engagement, such an acceptance is deemed an affirmative admission that Consultant possesses the necessary skills, background, and licenses to perform the needed services. Consultant acknowledges that the City will provide no training. Consultant will provide whatever tools and materials that are necessary to complete a client engagement. Consultant is free to accept, and has accepted in the past, other client engagements. Consultant is responsible for purchasing, bringing, providing, and controlling any and all equipment, tools, instruments, etc. needed for completion of the work set

forth herein, as well as for maintenance and use of such equipment. It is understood that Consultant is hired on a temporary basis only, and that if the City and/or Consultant desires to continue Consultant's services after expiration or termination of this agreement, Consultant will sign a new contract.

Billings. Consultant's bills shall include the following information: a brief description of services performed, the date the services were performed, the number of hours spent and by whom, the current contract amount, amount previously billed, mileage by employee during inspections, total paid to date, outstanding balance, current invoice amount, total amount billed against the contract, amount remaining in contract, and the consultant's signature. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person. In no event shall Consultant submit any billing for an amount in excess of the maximum amount of compensation provided in sections (2) and (3).

The expenses of any office, including furniture and equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by Consultant not in the proposal in the performances of this agreement shall be incurred at the Consultant's discretion. Such expenses shall be Consultant's sole financial responsibility

- Advice and Status Reporting. Consultant shall provide the City with timely reports, orally or in writing, of all significant developments arising during performance of its services hereunder, and shall furnish to City such information as is necessary to enable City to monitor the performance of this Agreement, including statements and data demonstrating the effectiveness of the services provided in achieving the goals and objectives contained herein. The City may withhold payments otherwise due to Consultant pending timely delivery of all such reports and information. Consultant shall notify the City Manager of any matters that could adversely affect Consultant's ability or eligibility to continue to perform services under this Agreement, and shall do so immediately after discovery of the same.
- (8) Retention of Records. Consultant's complete files, including all records, employee time sheets, and correspondence pertaining to the work as described within the proposal of services submitted to the City shall upon request be available for review by the City, and copies of pertinent reports and correspondence, upon written request, shall be furnished for the files of City. Consultant shall maintain adequate documentation to substantiate all charges for hours and materials charged to City under this agreement. Consultant shall maintain the records and any other records related to the performance of this agreement and shall allow City access to such records for a period of four (4) years after the completion of the work to which records relate.

At City's request, or upon completion or termination of this agreement, Consultant shall return to City all plans, maps, cost estimates, project financial records, reports, and related documents.

All research information, plans, diagrams, financial records, reports, cost estimates or other documents prepared or obtained under the terms of this agreement shall be delivered to and become the property of the City and all data prepared or obtained under this contract shall be made available, upon request, to the City without restrictions or limitations on their use.

Consultant and its subcontractors shall maintain all books, documents, papers, employees' time sheets, accounting records, and other evidence pertaining to cost incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract, for inspection by the City, State, F.H.W.A, and/or any authorized representatives of the Federal Government and copies thereof shall be furnished if requested. Consultant also agrees to submit all records, books, documents, and related material for audit evaluation by the City, State, F.H.W.A., or authorized representatives prior to, during, or four (4) years following this Project for the purpose of ascertaining applicable overhead rates, book, and record keeping procedures and other information as necessary.

Written Reports and Documents. In accordance with Government Code section 7550, any document or written report prepared by Consultant for or under the direction of City shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report; provided, however, that the total cost for work performed exceeds five thousand dollars (\$5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report. When multiple documents or reports are the subject or product of this agreement, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or reports.

(10) Record and Fiscal Control System

Consultant shall maintain its financial records and fiscal control systems in a manner that meets the approval of the City; it shall maintain personnel and payroll records to adequately identify the source and application of all received funds; withhold income taxes; pay employment (social security), unemployment compensation, worker's compensation and other taxes as may be due; and unless exempt, procure and maintain a City of San Pablo Business License. Consultant shall maintain an effective system of internal control to assure that funds provided through the City are used solely for authorized purposes.

(11) Access to Records; Audits

The City shall have access upon reasonable notice and during normal business hours and as often as necessary to any bank account and books, records, documents, accounts, files, reports, and other property and papers of Consultant relating to the services to be provided under this Agreement for the purpose of making an audit, review, survey, examination, excerpt or transcript.

- (12) <u>Consultant's Testimony.</u> Consultant agrees to consult with City and testify at City's request at no additional cost other than normal witness fees if litigation is brought against City in connection with Consultant's services.
- (13) <u>Designation of Primary Provider of Services</u>. This agreement contemplates the services of Consultant firm, 4LEAF Inc. The primary provider of the services called for by this agreement shall be Craig Tole, who shall not be replaced without the written consent of City
- (14) <u>Assignment of Personnel</u>. Consultant shall assign only competent personnel to perform services pursuant to this agreement. If City asks Consultant to remove a person assigned to the work called for under this agreement, Consultant agrees to do so immediately regardless of the reason, or the lack of a reason, for City's request.
- (15) <u>Assignment and Subcontracting</u>. It is recognized by the parties that a substantial inducement to City for entering into this agreement was, and is, the reputation and competence of Consultant. The assignment of this Agreement by Consultant, or any interest therein, is prohibited without the prior written approval of City Manager. Consultant shall not subcontract any portion of the performance contemplated and provided for herein without prior written approval of the City Manager.

(16) <u>Insurance</u>.

A. General, Automotive, and Employer's Liability, and Workers' Compensation Provisions. On or before beginning any of the services or work called for by any term of this agreement, Consultant, at its own cost and expense, shall carry, maintain for the duration of the agreement, and provide proof thereof that is acceptable

to the City the insurance specified herein below with insurers and under forms of insurance satisfactory in all respects to the City. Consultant shall not allow any subcontractor to commence work on any subcontract until all insurance required of the Consultant has also been obtained for the subcontractor. Consultants shall maintain limits no less than set forth below. If the consultant maintains higher limits than the minimums shown above, the City shall be entitled to coverage for the higher limits maintained by the consultant.

1. General Liability:

\$2,000,000

(Includes operations, products and completed operations.)

Per occurrence for bodily injury, personal injury, and property damage.

2. Automotive Liability:

\$1,000,000

Per accident for bodily injury and property damage

3. Workers' Compensation: As Required by the State of California. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents and subcontractors.

4. Employers' Liability:

\$1,000,000 each accident;

\$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease.

5. Deductibles and Self-Insured Retentions

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

6. Other Insurance Provisions

The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

- The City, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (form CG 20 10 11 85, or forms CG2010 version 10/01 and GC 2037 versions 10/01 or equivalent) to the Consultant's insurance policy, or as a separate owner's policy.
- For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been provided to the City.

- Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:
 - (i) City, its officers, employees, agents, and volunteers are to be covered as insureds as respects each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired, or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, agents, or volunteers.
 - (ii) The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
 - (iii) An endorsement must state that coverage is primary insurance and that no other insurance affected by the City will be called upon to contribute to a loss under the coverage.
 - (iv) Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.
 - (vi) Notice of cancellation or non-renewal must be received by City at least thirty days prior to such change.

<u>Deductibles and Self-Insured Retentions</u>. Consultant shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this agreement. During the period covered by this agreement, upon express written authorization of City Manager, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The City Manager may condition approval of an increase in deductible or self-insured retention levels upon a requirement that Consultant procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

Notice of Reduction in Coverage. In the event that any coverage required under this section of the agreement is reduced, limited, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than five days after Consultant is notified of the change in coverage.

7. Waiver of Subrogation.

Consultant hereby agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

8. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII unless otherwise acceptable to the Entity. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

9. Verification of Coverage

Consultant shall furnish the City with endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that Insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the city, unless the insurance company will not use the City's forms. All endorsements are to be received and approved by the City before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. As an alternative to the City's forms, the Consultant's insurer may provide complete copies of all required insurance policies, including endorsements effecting the coverage required by the specifications.

10. Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

- B. <u>Professional Liability</u>. Consultant, at Consultant's own cost and expense, shall maintain for the period covered by this agreement professional liability insurance for licensed professionals performing work pursuant to this agreement in an amount not less than one (1) million dollars covering the licensed professionals' errors and omissions, as follows:
 - (i) Any deductible or self-insured retention shall not exceed \$50,000 per claim.
 - (ii) Notice that cancellation, material change, or non-renewal must be received by the City at least thirty days prior to such change shall be included in the coverage or added as an endorsement to the policy.
 - (iii) The following provisions shall apply if the professional liability coverages are written on a claims-made form:
 - 1. The retroactive date of the policy must be shown and must be before the date of the agreement.
 - 2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the agreement or the work.
 - 3. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this agreement, Consultant must provide extended reporting coverage for a minimum of five years after completion of the agreement or the work. The City shall have the right to exercise at the Consultant's cost, any extended reporting provisions of the policy should the Consultant cancel or not renew the coverage.
 - 4. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this agreement.
- C. <u>City Remedies</u>. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:

- (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement;
- (ii) Order Consultant to stop work under this agreement or withhold any payment which becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof;
- (iii) Terminate this agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies City may have and is not the exclusive remedy for Consultant's breach.

(17) Standard of Care. It is understood and agreed that Consultant has the professional skills, experience, and knowledge necessary to perform the work agreed to be performed under this agreement, that City relies upon the professional skills of Consultant to do and perform Consultant's work in a skillful and professional manner consistent with the standard of care of the of the industry, and Consultant thus agrees to so perform the work. Acceptance by City of the work performed under this agreement does not operate as a release of said Consultant from such professional responsibility for the work performed. It is further understood and agreed that Consultant is apprised of the scope of the work to be performed under this agreement and Consultant agrees that said work can and shall be performed in a manner consistent with the standards of the profession at a level of effort to be determined solely by Consultant. This standard of care is not intended and shall not be construed to impose an obligation on the City within the meaning of Government Code Section 815.6.

(18) Indemnification

- A. To the fullest extent permitted by law, the Consultant shall (1) immediately defend, and (2) indemnify the City, and its officials, volunteers, officers, and employees from and against all liabilities regardless of nature or type directly or indirectly, in whole or in part, arising out of or resulting from Consultant's performance of services under this contract, or any negligent or wrongful act or omission of the Consultant or Consultant's officers, employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. The Consultant's obligation to indemnify applies unless it is adjudicated or otherwise determined or agreed that its liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated or otherwise determined or agreed that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, the Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party.
- B. The duty to defend is a separate and distinct obligation from the Consultant's duty to indemnify. The Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, the City and its directors, officers, and employees, immediately upon tender to the Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of comparative active negligence or willful misconduct by an indemnified party does not relieve the Consultant from its separate and distinct obligation to defend City. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if the Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated or otherwise determined or agreed to that liability was caused by the sole active negligence or sole willful

misconduct of an indemnified party, Consultant may submit a claim to the City for reimbursement of reasonable attorneys' fees and defense costs which will be immediately paid by City.

- C. The review, acceptance or approval of the Consultant's work or work product by any indemnified party shall not affect, relieve or reduce the Consultant's indemnification or defense obligations. This Section survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.
- D. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. The parties further agree that the provisions of this section shall survive any termination or expiration of this Agreement.
- E. To the extent that Consultant is providing design professional services as defined by California Civil Code section 8728.8, Consultant shall, to the fullest extent permitted by law, immediately indemnify, defend (with counsel acceptable to the City) and hold harmless the City, and its officials, volunteers, officers, and employees from and against any and all losses, claims, damages, costs and liability arising out of or resulting from any personal injury, loss of life, damage to property, or any violation of any federal, state or municipal law or ordinance, that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, its officers, employees, agents, sub-consultants or sub-contractors in the performance of those design professional services.
- (19) <u>Licenses</u>. If a license of any kind, which term is intended to include evidence of registration, is required of Consultant, its employees, agents, or subcontractors by federal or state law, Consultant warrants that such license has been obtained, is valid and in good standing, and Consultant shall keep it in effect at all times during the term of this agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

Consultant shall obtain and maintain a City of San Pablo Business License until all contract services are rendered and accepted by the City.

(20) Nondiscriminatory Employment Practices and Compliance With Law.

Consultant represents that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal opportunity employment. Consultant shall not discriminate in the employment of any person because of race, color, national origin, ancestry, physical or mental disability, medical condition, marital status, sex, age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act. Consultant shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Agreement. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Agreement. In performing work and providing services under this Agreement, Consultant shall, at its sole cost and expense, comply with all applicable laws of the United States and the State of California; the Ordinances of the City of San Pablo; and the rules, regulations, orders and directories of their respective administrative agencies and the officers thereof.

(21) Termination.

- A. City may terminate this agreement at its sole discretion at any time prior to completion by the Consultant of the services required hereunder. Notice of termination of this agreement shall be given in writing to the Consultant, and shall be sufficient and complete when same is deposited in the United States Mail, postage prepaid and certified, address as set forth in the first paragraph of this agreement. The agreement shall be terminated upon receipt of the Notice of Termination by the Consultant. If the City should terminate this agreement, the Consultant shall be compensated for all work performed prior to the time of receipt of cancellation notice, and shall be compensated for materials ordered by the Consultant or his employees, or services of others ordered by the Consultant or his employees, prior to receipt of notice of cancellation whether or not such materials or final instruments of services of others have actually been delivered, provided that the Consultant or his employees are not able to cancel such orders for materials or services of others. Compensation for the Consultant in the event of cancellation shall be determined by City in accordance with percentage of project completed and agreed to by the Consultant. In the event of cancellation, all notes, sketches, computations, drawings, and specifications or other data, whether complete or not, remain the property of the Consultant. The City may, at its own expense, make copies or extract information from any such notes, sketches, computations, drawings, and specifications, or other data whether complete or not.
- B. <u>Termination for Cause.</u> City may terminate this agreement for cause by providing Consultant with one day's written notice of such termination should Consultant violate any of the terms and conditions of this agreement. In City's discretion and at City's option, such termination for cause may alternatively be accomplished, where Consultant fails to perform any of the obligations required of Consultant within the time and in the manner provided for under the terms of this agreement, within seven days after receipt from the notice of such default. Upon City's termination of this agreement for cause, City reserves the right to complete the work by whatever means City deems expedient and the expense of completing such work, as well as any and all damages to the extent caused by the negligent acts, intentional acts or errors or omissions of the Consultant, shall be charged to the Consultant.
- C. <u>Immediate Termination.</u> City may terminate this agreement immediately in any case where the Consultant engages in fraudulent or criminal activities while performing its services under this agreement, or is otherwise determined to lack the necessary skills to accomplish the desired objectives.
- (22) <u>Notices.</u> Notices required by this agreement shall be personally delivered or mailed, postage prepaid, as follows:

To Consultant: 4LEAF Inc.

Craig Tole

2110 Rheem Drive, Suite A Pleasanton, CA 94588

To the City: Michele Rodriguez

Development Services Manager

13831 San Pablo Avenue San Pablo, CA 94806

Each party shall provide the other party with telephone and written notice of any change in address as soon as practicable.

Notices given by personal delivery shall be effective immediately. Notices given by mail shall be deemed to have been delivered forty-eight hours after having been deposited in the United States mail.

- Qwnership of Materials. Any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by Consultant pursuant to this agreement shall be the property of the City at the moment of their completed preparation. All materials and records of a preliminary nature such as survey notes, sketches, preliminary plans, computations and other data, prepared or obtained in the performance of this agreement, shall be made available, upon request, to City at no additional charge and without restriction or limitation on their use consistent with the intent of the original design.
- (24) <u>Amendments</u>. This agreement may be modified or amended only by a written document executed by both Consultant and City's City Manager and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this agreement.
- Abandonment by Consultant. In the event the Consultant ceases performing services under this agreement or otherwise abandons the project prior to completing all of the services described in this agreement, Consultant shall, without delay, deliver to City all materials and records prepared or obtained in the performance of this agreement, and shall be paid for the reasonable value of the services performed up to the time of cessation or abandonment, less a deduction for any damages or additional expenses which City incurs as a result of such cessation or abandonment.

Consultant agrees to be financially responsible to compensate City for any costs incurred by City in retaining the services of another to replace Consultant, but only to the extent that the costs of retaining the replacement exceed what remaining amounts would have been paid to Consultant under the contract had Consultant completed the project.

- (26) <u>Waiver</u>. The waiver by either party of a breach by the other of any provision of this agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this agreement.
- (27) <u>No Third-Party Rights</u>. The parties intend not to create rights in, or to grant remedies to, any third party as a beneficiary of this agreement or of any duty, covenant, obligation, or undertaking established herein.
- (28) Severability. Should any part of this agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this agreement, which shall continue in full force and effect, provided that the remainder of this agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the parties.
- (29) <u>Compliance with Laws</u>. In the performance of this agreement, Consultant shall abide by and conform to any and all applicable laws of the United States, the State of California, and City ordinances. Consultant warrants that all work done under this agreement will be in compliance with all applicable safety rules, laws, statutes and practices, including but not limited to Cal/OSHA regulations.
- (30) <u>Controlling Law</u>. This agreement and all matters relating to it shall be governed by the laws of the State of California.
- (31) <u>Breach</u>. In the event that Consultant fails to perform any of the services described in this agreement or otherwise breaches the agreement, City shall have the right to pursue all remedies provided by law and equity. Neither payment by the City nor performance by Consultant shall be construed as a waiver of either party's rights or remedies against the other. Failure to require full and timely performance of any provision, at any time, shall not waive or reduce the right to insist upon complete and timely performance of such provision thereafter. Any

litigation involving this Agreement or relating to the work shall be brought in Contra Costa County, and Consultant hereby waives the removal provisions of Code of Civil Procedure Section 394.

In the event of any suit, action or proceeding brought by either party for breach of any term hereof or to enforce any provision hereof, the prevailing party shall be entitled to recover its reasonable attorney's fees.

- **Inspection by Other Agencies.** Authorized representatives of the Federal Government, the California Department of Transportation, or other government agencies which gave provided grant funding (if any) for the subject Project and the City may have the right to inspect the work of such services whenever such representatives may deem inspection to be desirable or necessary.
- (33) <u>Conflict of Interest</u>. Consultant warrants and covenants that Consultant presently has no interest in, nor shall any interest be hereinafter acquired in, any matter which will render the services required under the provisions of this agreement a violation of any applicable state, local, or federal law. In the event that any conflict of interest should nevertheless hereinafter arise, Consultant shall promptly notify City of the existence of such conflict of interest so that the City may determine whether to terminate this agreement. Consultant further warrants its compliance with the Political Reform Act (Gov. Code '81000 et seq.) respecting this agreement.

Where City Manager determines, based on facts provided by city staff, that Consultant meets the criteria of section 18701 of the FPPC regulations, the individual providing services under this Agreement shall be considered a "designated employee" under the City's conflict of interest code, and shall be required to complete FPPC Form 700 regarding his or her economic interests in a timely manner.

- (34) Copyright. Upon City's request, Consultant shall execute appropriate documents to assign to the City the copyright to work created pursuant to this agreement. The issuance of a patent or copyright to Consultant or any other person shall not affect City's rights to the materials and records prepared or obtained in the performance of this agreement. City reserves a license to use such materials and records without restriction or limitation consistent with the intent of the original design, and City shall not be required to pay any additional fee or royalty for such materials or records. The license reserved by City shall continue for a period of fifty years from the date of execution of this agreement unless extended by operation of law or otherwise.
- (35) <u>Time is of the Essence</u>. In the performance of this agreement, time is of the essence. Consultant shall be available to begin performance of services under this agreement immediately upon written notification of the execution of this agreement.
- Whole Agreement. This agreement has 13 pages excluding the exhibits described on its signature page. This agreement constitutes the entire understanding and agreement of the parties. This agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.
- (37) <u>Multiple Copies of Agreement</u>. Multiple copies of this agreement may be executed but the parties agree that the agreement on file in the office of the City Clerk is the version of the agreement that shall take precedence should any differences exist among counterparts of the document.

IN WITNESS WHEREOF, Consultant has executed this agreement, and the City, by its City Manager, who is authorized to do so, has executed this agreement.

APPROVED AS TO FORM:

CITY OF SAN PABLO

Λ Municipal Corporation

Lynn Tracy Nerland, City Attorney

Matt Rodriguez, City Manager

APPROVED AS TO CONTENT:

Michele Rodriguez, Development Services Manager

-

Kevin Duggan, Presid

4LEAF, Inc.

Attachments: Exhibit A: Request for Proposal submitted on April 14, 2015

Exhibit B: Additional Scope of Work

RESOLUTION 2015-082

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN PABLO AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL BUILDING OFFICIAL, INSPECTION AND PLAN CHECK SERVICES WITH 4LEAF, INC. IN THE AMOUNT OF \$143,000

WHEREAS, the City has held a contract with Contra Costa County since September 2001 for Building related services, including Building Official, commercial inspection, and plan check services; and

WHEREAS, the current contract will expire on June 30, 2015; and

WHEREAS, four firms responded to the request for proposals (RFP) for on-call building services;

WHEREAS, no firms were locally owned for consideration; three firms met the minimum qualifications articulated in the RFP and were interviewed; and

WHEREAS, 4LEAF, Inc. (4LEAF) was chosen based upon demonstrated competence and professional qualifications, as well as lower competitive hourly rates; and

WHEREAS, the City desires to utilize the services of 4LEAF staff to provide services on an as needed basis for on-call building official, inspection and plan check services to ensure conformance with the California Building Codes; and

WHEREAS, the scope of services included in the agreement are listed in the proposal submitted by 4LEAF on April 14, 2015, referred to as Exhibit A, and exceptions or additions to Exhibit A are shown in Exhibit B; and

WHEREAS, the agreement with 4LEAF would be for a one year period – July 1, 2015 through June 30, 2016; and

WHEREAS, the estimated cost savings to the City of San Pablo is between \$50,000 and \$70,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San Pablo hereby authorizes the City Manager to execute a service agreement, in the amount of \$143,000 with 4LEAF for on-call building official, inspection and plan check.

BE IT FURTHER RESOLVED that the funds for these consulting services are currently set aside in the FY2015-16 professional services budget line item (account #212-1755-43600) in the amount of \$143,000, and any savings from the RFP should be maintained in the Development Services budget for implementation of the Council Work Plan and that foregoing recitals are true and correct and incorporated herein.

I hereby certify that the foregoing is a full, true and correct copy of the original document.

Lehny M. Gerbin, Deputy City Clerk

Resolution 2015-082

Adopted this 15th day of June, 2015, by the following vote, to wit:

AYES: COUNCILMEMBERS: Calloway, Valdez, Kinney and Chao Rothberg

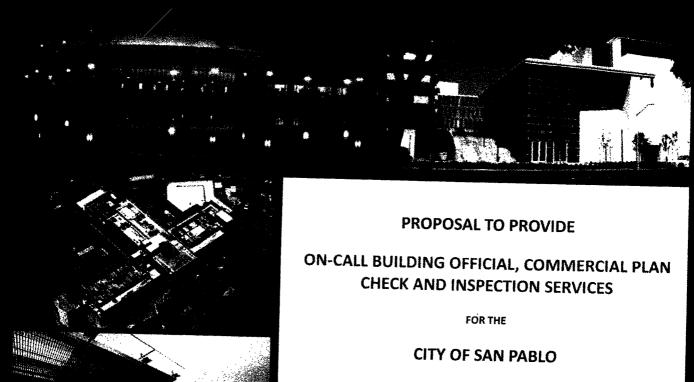
NOES: COUNCILMEMBERS: None ABSENT: COUNCILMEMBERS: Morris ABSTAIN: COUNCILMEMBERS: None

ATTEST: APPROVED:

/s/ Ted J. Denney
Ted J. Denney, City Clerk

/s/ Kathy Chao Rothberg
Kathy Chao Rothberg, Mayor

Resolution 2015-082 Page 2



CITY OF SAN PABLO DEVELOPMENT SERVICES 13831 SAN PABLO AVENUE, BLDG. 3 SAN PABLO, CA 94806

ATTN: MICHELE RODRIGUEZ



April 14, 2015 Submitted By:





Proposal to Provide

On-Call Building Official, Commercial Plan Check and Inspection Services

For The

City of San Pablo

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City of San Pablo
Development Services
13831 San Pablo Avenue, Bldg. 3.
Sán Pablo, CA 94806
Attention: Michelle Rodriguez

April 14, 2015

Subject: Proposal to Provide On-Call Building Official, Commercial Plan Check and Inspection

Services.

Dear Ms. Rodriguez:

4LEAF, Inc. (4LEAF) is excited to have the opportunity to submit our proposal to provide On-Call Building Official, Commercial Plan Check, and Inspection Services to the City of San Pablo (City). 4LEAF has been providing these services for numerous public and private clients in California and Washington for more than 15 years and is looking forward to the opportunity to provide these services for the City. 4LEAF is the ideal choice for the following reasons:

☑ Local Experience

4LEAF was established in 1999 and incorporated in 2001 and is a full-service engineering firm specializing in providing plan review, building inspection, and building department management services. Currently, we are supplying similar services to nearly 100 public agencies throughout California including the nearby municipalities such as the Cities of Hayward, El Cerrito, Fremont, Daly City, Pittsburg, Berkeley, Sunnyvale and the Counties of Alameda, San Joaquin, and San Mateo.

☑ Depth of Resources

Regardless of the type of personnel you are looking for, 4LEAF has the depth of resources to provide staff on short notice. 4LEAF has a proven track record of providing building officials, inspectors, permit technicians, and plan review engineers typically <u>within 24 hours of request</u>. 4LEAF has the largest pool of inspectors in the industry (more than 100 inspectors) and has the desire to serve any building, fire inspection, or plan review need the City of San Pablo may have, regardless of duration. The City of San Pablo will have access to 4LEAF's comprehensive plan review team which includes Engineers, Architects, Fire Inspectors / FPE's, and ICC-Certified Plan Review staff.

☑ Approach

Our staff incorporates the right combination of experience, education, certifications, and registrations, allowing the 4LEAF team to provide a wide range of resources customized to the specific requirements of each client and project. 4LEAF principals and project managers have the experience to handle any requests. You can be confident that you will be dealing with staff that understands your department and service protocols. Our approach to providing professional On-Call Building Official, Commercial Plan Check and Inspection Services to the City is straight forward:

- Provide you with a lineup of highly qualified professionals who know how to partner successfully with the City.
- Supply proven resources and innovative ideas.
- Offer resource reliability and flexibility.
- Respond to your needs.
- Communicate with you honestly and candidly.

☑ Comprehensive Plan Review Services

4LEAF is one of the Building & Safety industry's leader in providing professional plan review. 4LEAF's plan review services include:

- Structural Engineers and Mechanical/Electrical/Plumbing Plan Review Staff.
- · Fire Review.
- Less than 24-hour pickup and delivery of all plan reviews performed off site
- Electronic plan review services.
- Expedited plan review services.
- · Hourly plan review.
- Special negotiated discounted rates for large/complex reviews.
- Immediate response from 4LEAF's project manager or management team on all questions and requests.

☑ Building Inspection Services

4LEAF has the largest group of building inspectors in Northern California. We <u>currently</u> manage four large contracts with large inspection teams of approximately ten or more staff. Most of these contracts include plan review and inspection with many of the technological giants of the East Bay, South Bay, and Peninsula including, VMware, Work Day, and Sybase (SAP). These projects range from the several million to billions of dollars of construction valuation in those cities/state agencies. They include the City of Cupertino, City of Palo Alto, City of Dublin, and the California Department of Parks and Recreation.

4LEAF also has a proven track record of providing staff as-needed including staffing for short term assignments including one day assignments to cover staff training, sick days, vacation days, or spikes in permit activity.

☑ CASp Expertise

4LEAF has approximately 10 Certified Access Specialists on staff. We have performed CASp inspection and plan review projects and have consulted on numerous construction projects for accessibility questions and advice.

☑ Leadership

The contract with the City of San Pablo will be managed by Craig Tole. Craig has a proven track record of success with cities and counties neighboring the City of San Pablo. Craig's contact information is as follows:

 4LEAF, Inc.
 Office: (925) 462-5959

 2110 Rheem Drive
 Fax: (925) 462-5958

 Pleasanton, CA 94588
 Email: ctole@4leafinc.com

We appreciate this opportunity to present our qualifications. If you have any questions, please do not hesitate to call us.

Respectfully submitted,

4LEAF, Inc.

Kevin Duggan President



Section 2: Qualifications and Personnel

4LEAF, Inc. (4LEAF) is a California "C" Corporation and was established in 1999 and incorporated in 2001 by experienced engineers and managers with a focus on providing plan review, project inspection, and on-call inspection services to municipal Building and Public Works Departments. With the goal of setting the industry standard for excellent customer service, 4LEAF has grown to **nearly 200 personnel (including more than 100 Building Inspectors with approximately 75 of those full-time)** throughout California, Washington, and Nevada.

Principal/Management Team:

President: Kevin Duggan

(P) - (925) 462-5959 (E) - kduggan@4leafinc.com

Vice President: Gene Barry, P.E.

(P) - (925) 462-5959 (E) - gbarry@4leafinc.com

Bay Area - Headquarters 2110 Rheem Drive, Suite A. Pleasanton, CA 94588

Washington Office

1201 Pacific Avenue, Suite 600

Tacoma, WA 98402

Vice President: Bert Gross, P.E.

(P) - (916) 965-0010 (E) - bgross@4leafinc.com

Director/PM: Craig Tole – Primary Contact (C) – (925) 580-4055 (E) - ctole@4leafinc.com

Sacramento Office

4401 Hazel Ave., Suite 135

Fair Oaks, CA 95628

4LEAF Consulting, LLC 125 E. Reno Ave. Suite 3 Las Vegas, NV. 89119

4LEAF maintains the largest database of qualified personnel of varied qualifications.

Title	# of Staff	Title	# of Staff 100+	
ICC Certified Plans Examiners	25+	ICC Certified Inspectors & Inspectors of Record		
ICC Certified Building Officials	10	Registered Architects	3	
Registered Engineers (PE, SE)	20	ICC Permit Technicians	8	
Code Enforcement Staff (PC832)	8	CASp	10	
Construction Managers/Inspectors	18	QSP/QSD	3	

4LEAF has a proven track record of reviewing and inspecting projects of all sizes and complexities including:

City/County-owned facilities

Large Campuses

Stadiums/Arenas

Commercial Office Parks

Detention/Criminal Justice Facilities

Essential Service Facilities

Laboratories

Military Projects

Site Work

Water Front

Health Care Facilities

Transportation Facilities

Commercial Shopping Centers

High Profile Type B commercial construction

Large-Scale Residential / Master Planned

Multi-Family projects

As an experienced firm, 4LEAF has approaches to working with clients that are very different from those you might find when working with a large corporation. Our philosophy is to strive to be the best firm providing our clients with outstanding customer service and first-rate plan review and inspection services. 4LEAF has been the industry leader in providing Building Department Services to public and private clients throughout California. 4LEAF has provided plan review and inspection services for numerous projects including office campuses, parking garages, transportation facilities, city-owned buildings, universities, public schools, hospitals, sports arenas, infrastructure, essential service facilities, solar projects, and laboratories. 4LEAF has also performed thousands of plan reviews on residential properties, including tenant improvements.

Having served more than 100 jurisdictions, 4LEAF has carefully crafted solutions to just about any type of building and safety activity our clients might likely encounter. With years of experience behind our services, we feel confident in tackling unique, as well as traditional, issues and challenges. Our knowledgeable staff are certified and registered and many have the dual benefit of having worked in the public sector before joining the 4LEAF team. Because we serve as an extension of building departments, we believe we have a distinct understanding of client's day-to-day needs, and we have developed methods and systems that work.

4LEAF can provide staff who specialize in a full-range of municipal building safety services that are tailored to our client's needs and requests. 4LEAF has the training and experience to provide building department administrative services to jurisdictions ranging from Certified Building Official support to Permit Counter services.

4LEAF's staff has a depth of experience in working with all types of building structures. 4LEAF has performed inspection and plan review services on more than \$25 billion dollars in construction during the past 15 years. We have worked with planning and building departments in the construction, rehabilitation, and repair of both public and private buildings. We have worked with design review and preservation boards to determine the design criteria and associated project requirements of building improvements. In addition, our staff have performed inspections and plan reviews for public and private building structures for compliance with life-safety and Americans with Disabilities Act (ADA) accessibility requirements.

Basic Services Provided by Firm

Building Department Services	Construction Management and Public Works Inspection	Engineering / Environmental Services
 Jurisdictional Inspectors ♣ Residential ♣ Commercial DSA Inspectors of Record OSHPD Inspectors of Record ICC Certified Plan Review California Certified Accessibility Specialists (Inspection & Review) Leed Accredited Professionals ICC Certified Building Officials Complete Building Department Servies In House Plan Review Offsite Plan Review Property Condition Surveys 	 Constructability Reviews Baseline Schedule Review Stakeholder Coordination Submittals & RFI's Review Performing Claims Analysis Public Wrokds Inspection Construction Monitoring & Reporting 	 Phase I & II Environmental Assessments Storm Water Pollution Prevention CERCLA and RCRA Remedial Investigation Work Plans NPDES Permitting and Compliance Engineering Cost Estimates Geotechnical Engineering Soil Characterization & Waste Profiling Health & Safety Plans



Plan Check

4LEAF plan checks approximately 2,000 plans each year and has the depth of experience in providing consultant services on a variety of projects. Our project history includes City/County owned properties, laboratories, military projects, transportation projects, office buildings, criminal justice facilities, health care facilities, and high profile Type B commercial construction projects. Our project history includes:

- Administrative Office of the Courts (\$200 Million)
- City of Cupertino AC2 Parking Garage (Undisclosed)
- City of Livermore Fire/Building Reviews for Paragon Outlet Mall Phases 1 & 2 (\$100 Million)
- County of Stanislaus County Jail Buildings 1, 2, and 3 (\$90 Million)
- City of Cupertino Main Street Cupertino (\$300 Million)
- County of Calaveras Adult Detention Facility and Administration Building (\$68 Million)
- City of East Palo Alto University Plaza (\$65 Million)
- City of Pleasanton Clorox Campus (\$60 Million)
- City of Palo Alto College Terrace (\$50 Million)
- City of Dublin Ross Headquarters (\$50 Million)
- Tuolumne County Juvenile Detention Center (\$35 Million)
- County of Alameda GSA Ashland Youth Center (\$34 Million)
- City of Palo Alto Stanford Hospital Parking Garage and Visitors Center (\$32 Million)
- City of Palo Alto Park Blvd, Park Plaza (\$30 Million)
- City of Monterey Conference Center Renovation (\$25 Million)
- City of Pleasanton BRE Multifamily (\$25 Million)
- City of Palo Alto VMware (\$125 Million)
- City of Cupertino Biltmore Adjacency (\$23 Million)

Project Inspection

4LEAF is the Northern California's leader in Project Inspection Services. Here is a list of our recently completed or in-progress commercial projects:

Building Projects

- Cupertino Campus (TBD)
- VMware (\$1.3 Billion)
- CDCR (\$800 Million)
- Taube-Koret CJL (\$350 Million)
- UC Merced Phase 1 (\$350 Million)
- California Dept. of Parks and Recreation (DPR) (\$250 Million) Yosemite Slough, Candlestick Pt. (\$14 Million)
- St. Joseph's Hospital, Stockton, CA (\$120 Million)
- BART Dublin Station, Dublin, CA (\$116 Million)
- Lawrence Berkeley National Lab CRTF (\$115 Million)
- Los Angeles Downtown Park (\$100 Million)
- Stockton Ball Park and Arena (\$100 Million)
- Calaveras County Jail (\$68 Million)
- Downtown Health Center, Santa Clara County (\$50 Million)
- OSHPD Campus Work, Stanford University (\$50 Million)

Public Works Projects

- City of Walnut Creek Streetscape (\$TBD)
- Clark County I-215 Interchange (\$50 Million)
- Amtrak Extension, Sac RT (\$40 Million)
- America's Cup Marina (\$25 Million)
- Richmond Field Station (\$25 Million)
- PG&E Gas Pipeline Replacement (\$10 Million)
- Downtown Burlingame Utilities (\$8 Million)
- W. Sacramento Capitol Ave (\$7 Million)
- W. Sacramento Tower Bridge (\$6 Million)
- Auburn Blvd, Citrus Heights (\$5 Million)
- City of Cotati Train Depot (\$1.7 Million)



Key Project Personnel

Project Manager - Craig Tole

Craig has been the Director of the 4LEAF business development team for the past 10 years under the supervision of the Vice President of Engineering and the company President. Craig is responsible for Municipal Client management including staff recruitment, hiring, and placing for all Building Department clientele for positions like permit/counter staff, building official, plans examiners, residential inspectors, commercial inspectors, and inspection services for complex commercial developer funded projects. Some of 4LEAF's local experience includes; City of Cupertino, Fremont, San Leandro, Burlingame, Pittsburg, Berkeley, El Cerrito, and Daly City.

Craig will handle all building department staffing requests and assist the plan review management team on all plan check requests made by the City. The availability of inspectors provided in this proposal will vary depending on when the request is made. 4LEAF will discuss with the Building Department the exact personnel that are available at the time of request and give the City several options. Availability will also depend on the length of assignment. 4LEAF has several local candidates available immediately. Staffing includes:

- Building Department Personnel
- Project Inspectors
- Full-Time and Part-Time Inspectors
- On-Call daily requests (24 hours notification or less)
- CASp Inspections/Consulting

Craig's contact information is: (925) 462-5959 – Office (925) 580-4055 – Cell ctole@4leafinc.com

Plan Review Managers - Greg Shriver, P.E., CASp & Abby Obligacion

The plan review will be managed by both Abby and Greg. They will be responsible for coordinating the distribution of reviews to our plan review staff and managing the content of the reviews throughout Quality Control checks. Greg and Abby are also instrumental in ICC chapters including ICC Peninsula, ICC Monterey, East Bay, CAL BIG, TUCC, and other chapters.

Greg Shriver, P.E., CASp (925) 462-5959 – Office (925) 209-6909 – Cell gshriver@4leafinc.com Abby Obligacion (925) 462-5959 - Office (925) 872-0744 - Cell aobligacion@4leafinc.com

All plan review pick-up requests will include Craig, Abby, and Greg when sent to "pickup@4leafinc.com".

The following is our Organization Chart and 4LEAF's Plan Review and Inspector Databases. Resumes will be sent to the City upon request and based on the specific needs of the City at the time of request.

Level of Effort

Managing professional "on-call" services contracts are unique in that they do not have defined schedules. The professional services consultant must be flexible to provide part-time and/or full-time services as deemed necessary. 4LEAF has the *depth of resources and flexibility* required to provide Building Department Services for the City of San Pablo.

Organization Chart



Project Manager Craig Tole

Fire Review &	Plan Review	Inspectors of	Building	Building	Building	California Access
Inspection	Engineers / AIA	Record	Inspectors	Inspectors	Inspectors	Specialist Professiona
Gib Moush, FPE Lisa Beaver, FPE Kent Miller, FPE Jim Tedford, FPE Flora Chen, FPE Loralyn Davis	Joseph Nicolas, PE Ed Fang, P.E. Ryan Bogren, P.E. Stephanie Hionis, P.E. Anastasios Hionis, PE Kathy Buciarelli, P.E. Scott Martin, P.E. Kevin Sorensen, S.E. Greg Shriver, P.E. Meilssa Dubovik, P.E. George Rodriguez, AIA Dr. Mark Schraeder Dr. Constantine Shuhailbar, P.E. Mike Anderson, P.E. Abby Obligacion Youssef Abdou Alan Zamboanga, P.E Aleck Cheney, P.E. Ana Akin. P.E. Madhavi Latha Rich Farkas Kelly Park Li, S.E.	Martin Scott, OSHPD DSA Rory Shortreed, OSHPD Rick Russell, DSA Lee Grant, OSHPD, DSA Denis Mayberry, DSA Korwyn Peck Chris Fowler, OSHPD Bill Asbell, OSHPD, DSA Brian Clark, OSHPD Todd Hitchcock, OSHPD, DSA John Rebesdorff Keith Marshall, DSA Brian Clark, OSHPD Steve Arciaga, DSA Vernon Sanders	Fred Cullum, CBO Ed O'Reilly, CBO Scott Wungluck, CBO Jose Martinez, CBO Patrick Gunning, CBO Greg Adams, CBO Rob Allen, CBO Greg Johnsen Rachel O'Shea Jeffery Rocca Tim Orbea Marshall Johnson David Swetnam Mike Emery Ron Stevens Paula Frojae Jay Cheney Keith Boucher Gary Fish Les Lyons	Korwyn Peck Bill Aiken Mike Peschl Lucas Chapman Rick Watson Robert Hambrecht Emilio Torres Curtis Thibodeau Ed Pilling Paul Kennedy Don Hutsell George Davis, MCP Kevin Brenton Chuck Andrews Doug Ray Martin Redmond Wojciech Debies Blake Salzman Dan Nichols Joe Aiello	Malcolm Prince Jim Proper Mark Oliver Jeff Schultz Jim Deets Edmund Rivera Brad Wungluck, MCP James Leon Jerry Brager Dave Nolta John James Mike Beard Martin Redmond Robert Gray John Carr Carol Martin Larry Squarcia	Ed Fang, P.E., CASp Sid Danandeh, CASp Brad Wungluck, CASp Greg Shriver, CASp Mike Anderson, CASp Clay Salzman, CASp Scott Wungluck, CASp Howard Conroy, CASp

4LEAF Plan Review Database:

Below is a snap shot of 4LEAF's on-call plan review database. 4LEAF has 30 plan review personnel (including three subconsultants for Fire Review) that includes Registered Professional Engineers, Licensed Architects, Certified Access Specialists, and ICC Certified personnel dedicated to performing plan review services to our municipal clientele. Should duplicate names appear in our competitor's submittals, we are prepared to show payroll records to ensure you that all names listed in this proposal are employees of 4LEAF, Inc. Resumes are available upon request.

Plans Examiners	Registrations & Certifications		
Kelli Park-Li, S.E.	Registered Structural Engineer & 2 ICC Certifications		
Kevin Sorenson, S.E.	Registered Structural Engineer		
Greg Shriver, P.E.	Registered Professional Engineer & CASp		
Mike Anderson, P.E.	Registered Professional Engineer & CASp		
Ed Fang, P.E.	Registered Professional Engineer, CASp, & 4 ICC Certifications		
Sid Danandeh, P.E.	Registered Professional Engineer, CASp, & 3 ICC Certifications		
Ana Akin, P.E.	Registered Professional Engineer, CASp, & 2 ICC Certifications		
Joseph Nicolas, P.E.	Registered Professional Engineer		
Melissa Dubrovik, P.E.	Registered Professional Engineer		
Stefanie Hionis, P.E.	Registered Professional Engineer		
Anastasios Hionis, P.E., M.E., E.E.	Registered Professional Engineer, Mechanical and Electrical Disciplines		
Constantine Shuihaibar, P.E., PHD	Registered Professional Engineer		
Aleck Cheney, P.E.	Registered Professional Engineer		
Lucian Gunter, AIA	Registered Architect		
Steve Haidet, AIA	Registered Architect		
Abigail Obligacion	Degreed Engineer & 1 ICC Certification		
Chrystle Mamaril	Degreed Engineer		
Natalia Ricci	Degreed Engineer		
Youseff Abdou	Degreed Engineer		
Youseff Marmoush	Degreed Engineer		
Les Lyons	ICC Certified Plans Examiner & 17 ICC Certifications		
Jim Northcutt	ICC Certified Plans Examiner and 2 ICC Certifications		
Peter Oliver	ICC Certified Plans Examiner & 1 ICC Certification		
LoraLyn Davis	ICC Certified Fire Plans Examiner		
Madhavi Akula	ICC Residential Plans Examiner		

4LEAF Subcontractors:

4LEAF works with three different Fire Protection Engineers for fire review projects such as sprinklers, alarm systems, and other fire-related consulting items. The Fire Protection Engineers are provided below and resumes are available upon request.

Vincent Fung, P.E. (Sub)	Registered Professional Engineer, Fire Protection Engineer		
Flora Chen, P.E. (Sub)	Registered Professional Engineer, Fire Protection Engineer		
Gib Moush, P.E. (Sub)	Registered Professional Engineer, Fire Protection Engineer		

4LEAF Inspector Database:

Below is a snap shot of 4LEAF's on-call inspection database. You can see a more detailed list of names in our Organizational Chart. Should duplicate names appear in our competitor's submittals, we are prepared to show payroll records to ensure you that all names listed in this proposal are employees of 4LEAF, Inc.

Inspectors	Certifications		
Christopher Fowler	OSHPD A & 25 ICC Certifications		
Rory Shortreed	OSHPD A & ICC Commercial Building Inspector		
Martin Scott	OSHPD A & DSA 1 Certification		
Ken De Carlo	OSHPD A & DSA 1 & 5 ICC Certifications		
Brian Clark	OSHPD B & ICC Combination Inspector		
Keith Marshall	DSA 1 Certification		
Bill Asbell	DSA 1 Certification		
George Davis	Master Code Professional & 36 ICC Certifications		
Brad Wungluck, CBO	Master Code Professional, CASp, & 36 ICC Certifications		
Blake Salzman	Master Code Professional & 25 ICC Certifications		
Rob Allen, CBO	22 ICC Certifications		
Ron Stevens	17 ICC Certifications		
Vern Sanders	16 ICC Certifications		
Howie Conroy, CBO	CASp & 11 ICC Certifications		
Ed O'Reilly, CBO	10 ICC Certifications		
David Swetnam	9 ICC Certifications		
Malcolm Prince	9 ICC Certifications		
Emilio Torres	8 ICC Certifications		
Patrick Gunning, CBO	7 ICC Certifications		
Jeff Rocca	7 ICC Certifications		
Carol Martin	6 ICC Certifications		
Scott Wungluck, CBO	CASp & 6 ICC Certifications		
Woijcek Debies	5 ICC Certifications		
Mike Beard	5 ICC Certifications		
Dan Nichols	4 ICC Certifications		
Kevin Brenton	4 ICC Certifications		
Martin Redmond	4 ICC Certifications		
Greg Adams, CBO	4 ICC Certifications		
Rachel O'Shea	3 ICC Certifications		
Mark Oliver	3 ICC Certifications		
Ed Pilling	3 ICC Certifications		
Bill Aiken	3 ICC Certifications		
Greg Johnsen	2 ICC Certifications		
Mike Kirkman	2 ICC Certifications		
Larry Squarcia	2 ICC Certifications		
	More than 60 additional ICC Certified Inspectors		

Similar Project Experience

City of Palo Alto, CA

Building Inspection, Permit Technician, Plan Review

Since 2007, 4LEAF has provided numerous combination inspectors to assist the City's staff with performing routine daily inspections for commercial and residential properties located throughout Palo Alto. Our inspection services vary from full-time to temporary part-time staff to help augment vacation or extended absences due to illness and/or market demand.

On-Site Plans Examiners

Since 2010, 4LEAF has provided on-site plans examiners for the City of Palo Alto. A majority of our plans examiners are California-Registered Engineers and are responsible for reviewing large projects under the direction of the City's Chief Building Official with values ranging between \$100,000 and \$50 Million. In addition, our staff assist the City's Permit Counter with over-the-counter plan reviews and general questions from the public. Some of the most recently reviewed projects include Skype, Stanford Medical Center, Technology Credit Union, and VMware.

Inspection Services (Project Specific)

4LEAF provided the Project Inspector on the City of Palo Alto's new Mitchell Park Library and Community Center under Turner Construction Management. 4LEAF was responsible for performing combination inspections for this LEED Gold Certification project. The project consisted of a new 56,000 sq. ft. joint facility that replaces two former facilities. The new Mitchell Park Library and Community Center is a highly sustainable joint-use facility that will be a vibrant destination for civic, cultural, social, educational, and recreational activities.



4LEAF provided the building inspection services on the Taube-Koret Campus for Jewish Living. This project replaced the old Sun Microsystems campus and made way for a 8.6 acre and \$350 Million mixed-used facility which included Senior Housing, Gymnasium, in-door and outdoor swimming pools, parking structure, theatre, school, etc. This project was the recipient of several awards and was a huge benefit to the community.



4LEAF provided two full-time inspectors to the new VMware campus. This project was a \$1.3 Billion expansion project at the Stanford Research Park. This project included the construction of an extensive expansion and renovation of the existing corporate office campus totaling approximately 800,000 sq. ft. and three (3) parking garage structures totaling approximately 2,900 stalls. This project is pending LEED Certification.



Annual Contract Value: ~\$2 Million

Client Name:

City of Palo Alto

Client Reference:

Peter Pirnejad, P.E., Director

Client Telephone:

(650) 991-8157

Client Address: 285 Hamilton Ave. Palo Alto, CA 94301

Korwyn Peck - Inspector

Key Personnel

Nick Buchannan - Inspector

Christopher Fowler - Lead Inspector

Craig Tole - Consultant PM

Email:

Peter.Pirnejad@CityofPaloAlto.org

Proposal to Provide On-Call Building Official, Commercial Plan Check and Inspection Services Section 2: Qualifications and Personnel



City of Cupertino, CA

On-Call Plan Review, Fire Plan Check, and Inspection Services

4LEAF is currently performing on-call building inspection, plan review, and fire plan review services for the City of Cupertino. 4LEAF has completed numerous residential and commercial plan reviews on behalf of the City. 4LEAF recently reviewed a 17.4-acre Downtown Cupertino project that includes 130,000 sq. ft. of retail space; 100,000 sq. ft. of office space; and 160 units of high-end senior housing.



4LEAF was also recently awarded a building inspection contract for the construction of a Cupertino-based technology company's new campus that includes a large office complex and parking structures. 4LEAF is often called upon to help perform on-call inspection services when there is a spike in permit activity or to augment a jurisdiction's staff when a full-time inspector is absent due to vacation, illness, training, etc. 4LEAF typically responds to the City's inspection requests within 24 hours of the request.

4LEAF is currently performing plan review services for various projects for the City of Cupertino including the Main Street Cupertino Project. This project includes:

Site Description / Master Plan

- Main Street Cupertino Encompasses 17.4 Acres
- 130,000 Square Feet of Retail
- One Acre European Inspired, Public Square
- 100,000 Square Feet of Class-A Office
- 150-250 Room Hotel
- 160+ Units of High-End Senior Housing





Annual Contract Value: \$4 Million

Client Name:

City of Cupertino

Client Contact:

Albert Salvador, P.E., CBO

Client Address:

10300 Torre Ave, CA 95014

Client Telephone:

(408) 777-3328

City of Dublin, CA

On-Call Plan Review, Code Enforcement, and Inspection Services

Since 1999, 4LEAF has maintained an on-call contract with the City of Dublin Building Department to provide third-party plan review, code enforcement, and inspection services. 4LEAF is responsible for inspection work being performed within the City's jurisdiction on projects ranging from major new development areas to capital improvement projects and infill development. 4LEAF has supplied as many as 14 continuous staff to the City of Dublin during the course of this on-going contract.





4LEAF has performed plan review and inspection services of the Ross Corporate Campus located in Dublin, CA. To date this includes the tenant

improvements of three, 3-story buildings totaling approximately 360,000 sq. ft.



Sizes:

5120 Hacienda – 100,000 Sq. Ft. 5130 Hacienda – 100,000 Sq. Ft. 5140 Hacienda – 100,000 Sq. Ft.

Valuation: \$68 Million Turn-Around: 3 Weeks Consultant Fee: ~\$25,000 Occupancies B and A-3

Building Department plan reviews typically include a Structural review, Building (life-safety) review, Accessibility / ADA review (performed by a Certified Access Specialist), Energy Compliance / Title 24 review, and a MEP review. All final submitted project documents must be wet stamped and signed the per State of California regulations.

4LEAF inspection staff members have provided combination building inspection services for some of the **City's** most important commercial projects including shopping centers, parking garages, big-box retail stores, medical centers, libraries, and countless capital improvement projects. 4LEAF inspection staff members have also provided combination building inspection services on numerous high-density residential projects which routinely required Type V one-hour inspections.

These projects include:

- Ulfert's Center
- Grafton Station
- Gateway Medical Center
- Avaion Bay

- Tassajara Ranch
- Emerald Place
- City of Dublin Library
- Dublin Ranch

Annual Contract Value: \$1.2 Million

Client Name:

City of Dublin

Client Contact:

Gregory Shreeve, C.B.O., Chief Building Official

Client Telephone:

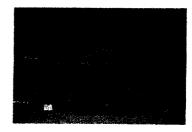
(925) 833-6620

Client Address:

100 Civic Plaza, Dublin, CA 94568

Contact Email:

Gregory.Shreeve@ci.dublin.ca.us





City of Pleasanton, CA

On-Call Plan Review and Inspection Services

4LEAF currently provides as-needed building inspection and plan review services for the City of Pleasanton, which features an affluent community of high-value residential and commercial real estate.



Project Highlights

4LEAF has been tasked with performing the plan review and inspection services for the Workday Corporate Campus located in Pleasanton, CA. To date this includes the tenant improvements of five, 5-story buildings totaling approximately 300,000 sq. ft. and will also include a new 6-story building totaling approximately 450,000 sq. ft. and two parking garages (one, 4-story and one, 5-story) which will include approximately 250,000 sq. ft.. Upon completion, the new 6-story building will be the tallest building in the City of Pleasanton. Building Department style plan review to include a Structural review, Building (life-safety) review, Accessibility / ADA review (performed by a Certified Access Specialist), Energy Compliance/Title 24 review, and a Plumbing/Mechanical/Electrical review. All final submitted project documents must be wet stamped and signed by the project's registered engineer(s) or licensed architect(s) per State of California regulations.





Size: Tenant Improvements - 360,000 sq. ft. Size: New Building + Garages - 700,000 sq. ft.

Valuation: \$TBD

TI Plans Received: 2010 - Present

New Structure Received: June, 2014 - TBD

Consultant Fee: \$TBD

Occupancies B and A-3



Annual Contract Value: \$500,000

Client Name: City of Pleasanton

Contact Name: George Thomas, Chief Building and Safety Official

Client Telephone: Office: (925) 931-5303

Contact Email: Gthomas@cityofpleasantonca.gov



City of Sacramento, CA

On-Call Plan Review and Inspection Services

4LEAF has provided the City of Sacramento plan review, field inspection, and permit processing services during the past decade and has established a collaborative working relationship with the City's Community Development Department. Our staff are well versed in the City's processes and procedures, and we take pride in providing excellent customer service and technical expertise.



Project Highlights

California Family Fitness, K Street

One of the most interesting City projects that 4LEAF reviewed in the past three years was the California Family Fitness project on K Street. This project is on the revitalized K Street Corridor and is a renovation of an existing unreinforced masonry building that had no as-built or drawings. The 31,000 sq. ft., 4-story, Type IIA, A-3/B occupancy building is a \$4.5 million project for which 4LEAF performed Life Safety/Accessibility/Structural/Plumbing/Mechanical/Electrical reviews. We collaborated closely with the City's Project Manager and the design team to work through some difficult design constraints which required the submittal and approval of an alternate material and methods of construction.





Hobby Lobby, Arden Way

4LEAF performed all plan reviews for the new, \$5 million, 55,000 sq. ft., single-story, Type V-B **Hobby Lobby** store. We worked closely with the City's Project Manager in order to meet some very tight construction schedule constraints.

Fresh and Easy Grocery Store, Broadway and 34th Street

4LEAF performed a Life Safety/Accessibility/Structural Review of a new \$2 million, 15,000 sq. ft., Type V-B construction for the **Fresh and Easy** grocery store on Broadway and 34th Street. 4LEAF worked in collaboration with City staff to complete this project in an accelerated time frame. 4LEAF worked closely with the City's liaison who fostered this project through the permit process.



Annual Contract Value: \$1 Million

Agency Name: City of Sacramento

Contact Name: Ryan DeVore, Interim Director of Community Development

Contact Telephone: Office: (916) 808-8860

Contact Email: RDeVore@cityofsacramento.org



County of San Luis Obispo

Inspector of Record Services

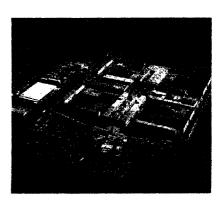
4LEAF was selected by the County of San Luis Obispo to perform Inspector of Record (IOR) services for the expansion of the Women's Jail. The project includes constructing a 46,000 sq. ft. facility to house and provide treatment and program space for approximately 198 women inmates on 1.5 acres of the greater 7± acres of county-owned land. The project includes constructing two buildings primarily of steel, with interior high traffic areas constructed of concrete masonry unit and concrete for long-term durability



Project Highlights

Phase One

The first-phase of construction is an inmate housing building with approximately 38,000 sq. ft. of 2-story structure on vacant land adjacent to the existing jail. This building will include two housing units constructed to support direct supervision of inmates. One housing unit will have approximately 96 dormitory beds in 12 rooms. The other unit will house approximately 96 inmates in 48 cells. In addition, the housing building will include six special use isolation cells for medical or disciplinary reasons and two safety cells for temporary isolation of inmates who display destructive behavior. Each housing unit will include staff control areas, dayrooms, an exercise yard, a video visitation room, an interview room, a multipurpose room to support rehabilitative and training programs, a vocational programs room, a janitor's closet, storage space, and upgrade to its security system.



Phase Two

The second-phase of construction is a health care/program building approximately 8,000 sq. ft. in size. Construction will begin with the demolition of the current women's inmate facility. The new building will provide exam rooms to support medical treatment, a dental operatory, rooms to provide mental health services and confidential mental health interviews, and rooms to support rehabilitative programming. In addition, the building will include a pharmacy/medication distribution space, staff office space, separate inmate and staff restrooms, janitorial closets, and storage space.

Client Name:

County of San Luis Obispo

Project Location:

San Luis Obispo, CA

Client

Contact: Kathy McNeil

Client Address:

1087 Santa Rosa Street

San Luis Obispo, CA

Client Phone:

(805) 781-5988

Completion Date:

2016

Project Fee:

\$274,847

Key Personnel

Martin Scott, OSHPD, DSA, IOR Craig Tole, Consultant PM



City of Hollister, CA

Building Official, Plan Review, Permit Technician, and Inspection Services

4LEAF has been providing full-service Building Department Services to the City of Hollister since 2012. Currently 4LEAF has four full-time employees at the City whom provides building official, building plan check, building permit issuance, and combination building inspection services as would be expected as a standard function of a Building Department. 4LEAF also provides off-site plan check and fire plan check services.



Services provided to the City includes:

- Combination inspections to verify with City of Hollister's latest adopted and amended Title 24 California Building Codes, parts, 2,3, 4, 6, 8, and 12 covering structural, fire, life-safety, disables access, energy conversion, plumbing mechanical and electrical installations.
- Off-site plan review. 4LEAF's off-site plan review team completes residential and commercial plan reviews
 on any projects not performed by on-site personnel. Plans include an initial review and subsequent
 rechecks. All pick-up or shipping expenses are covered by 4LEAF. All initial plan reviews for residential,
 commercial, and large commercial are completed within (10) working days of submittal. Subsequent
 reviews are completed within (5) working days of the resubmittal.
- Preparation of all building permits and related paper work to be submitted to the City for collection of permit fees.
- Collection of all fees for building inspection and review services at Building Department office and submits
 to the City's Finance Department all received payments by the close of each business day.
- All inspections completed within one (1) working day of request by a permit holder for any work which requires a building permit.
- Certification in writing that each inspection performed and authorized as complete, conforms to all
 applicable local, state and federal building codes, ordinances, regulations and requirements, and that the
 work is in conformity with applicable approved plans and specifications.
- Fire plan checks of alarm permits, fire sprinkler systems, hood system, and underground storage tanks for compliance with all applicable, local, state, and federal codes. Provides all approved plans to the City fire department to make inspections. Collects fees for fire plan checks, fire permits and fire inspections.

Annual Contract Value: \$300,000

Client Name:

City of Hollister

Contact Name:

Bill Avera., City Manager

Contact Telephone:

Office: (831) 636-4300

Contact Email:

bill.avera@cityofhollister.ca.gov

Employees:

Currently approximately four (4) 4LEAF employees



Town of Danville, CA

On-Call Building Department Services

4LEAF is providing on-call building department services for the Town of Danville. 4LEAF performs on-call building inspections and plan review duties on behalf of the Town. 4LEAF has completed plan review for a multitude of projects for the Town and has helped streamline their plan review process from 15 days to less than 10 days. Projects include numerous tenant improvement projects and commercial jobs such as a Costco Cooler project.



Client Name:

Town of Danville

Contact Name:

Mike Leontiades, Chief Building Official

Contact Telephone:

Office: (925) 314-3301

Contact Email:

MLeontiades@danville.ca.gov

County of San Joaquin, CA

On-Call Plan Review and Inspection Services

4LEAF has worked with the County of San Joaquin since 2003 in a variety of capacities. Most recently, 4LEAF has been assisting the County as the sole plan review firm for numerous County projects under the direction of the County's Building Official. 4LEAF has completed multiple projects including several Dollar General Store conversions and master plans for Shea Homes.

During the course of the contract, 4LEAF has provided on-call building inspection services for numerous projects throughout the County. Prior to the 2008 recession and subsequent slowdown of construction, 4LEAF provided inspection assistance on the County's Mountain House residential projects located off of Highway 580 between Livermore and Tracy. This community began in 2005 and is still under construction as the Valley's first Master Planned Community.

Client Name:

County of San Joaquin

Contact Name:

Eric Merlo, AIA, Senior Plan Review Engineer

Contact Telephone:

Office: (209) 468-3179

Contact Email:

emerlo@sjgov.org

City of Walnut Creek, CA

On-Call Plan Review, Fire Plan Check, and Inspection Services

4LEAF is responsible for performing on-call plan review, fire plan check, and inspection services for multiple projects throughout the City of Walnut Creek. 4LEAF has demonstrated a proven track record of providing timely service with all aspects of plan review including performing expedited plan reviews at no additional charge. Currently



4LEAF is providing the City with three full-time inspectors, off-site plan review services, and public consultants services.

Annual Contract Value: \$500,000

Client Name:

City of Walnut Creek

Contact Name:

Frank Luna, Senior Building Inspector

Contact Telephone:

Office: (925) 943-5800

Contact Email:

luna@walnut-creek.org



County of Stanislaus (Capital Projects), CA

On-Call Plan Review Services

4LEAF was recently selected to provide on-call plan review services for the County of Stanislaus Capital Projects (Public Works) Division. Under this contract, 4LEAF will perform on-call building inspections and/or plan review duties on behalf of the county. 4LEAF recently completed our first plan review project for the County, which was a jail bed replacement project.

City of Stockton, CA

On-Call Plan Review, Fire Plan Check, and Inspection Services

4LEAF provides as-needed staff augmentation services to the City of Stockton Municipal Building Department. 4LEAF has supplied as many as five continuous staff members to perform building inspections and other consulting services for projects within its jurisdiction. 4LEAF provided Inspector of Record services for the Stockton Events Center project and has performed a multitude of plan reviews (on-site and off-site) for the Building Department as a part of the City's third party plan review list.

Project Highlights

4LEAF, through the on-call contract for building department services with the Building Division, supplied staff to the Public Works Department to perform IOR services for the Stockton Events Center project. The project consisted of a 10,000 seat enclosed arena, 5,000 seat baseball stadium, a 600-stall parking garage, 178-room hotel, 65,000 sq. ft. of retail and restaurant space and numerous other improvements supporting the project. 4LEAF staff were responsible for the baseball park and the enclosed arena portions of the project. Services included:



- Participation in weekly progress meetings
- Reviewing submittals
- Documenting contractor's work
- Performing daily inspections and preparing daily reports
- Preparing daily digital pictorial logbooks

- Continuous review of contract documents
- Reviewing contractor's schedule
- Reviewing and evaluating potential claims
- **Developing deficiency lists**
- Maintaining a list of as-built changes

Annual Contract Value: \$250,000

Client Name:

City of Stockton

Client Contact: Client Telephone: Carl Hefner, Deputy Director

Office: (209) 937-8842

Client Address:

345 N. El Dorado Street, Stockton, CA 95202

Email:

carl.hefner@stocktongov.com

Plan Check Turn-Around Times

4LEAF has a tremendous reputation for completing projects on-time and under budget. 4LEAF's plan review team is often recognized for our quick turn-around times and prompt service. We have provided some elaborate examples in the "Similar Projects" section - please read through our project examples and contact our references to learn about our abilities and commitments to our clients. Off-site plan reviews are performed at our office, with plans transmitted by personal delivery or overnight service. The standard turn-around time is within 10 business days for residential plan reviews and within 10 days for commercial/industrial plan reviews; however, these timeframes are negotiable based on your needs. 4LEAF also provides Fire Plan Review Services and Expedited or "Fast Track" Plan Reviews will take place upon a written request (email) by the client.

Type of Plans	Transportation	Initial Review	Subsequent Review
Residential	<24 Hours (pick up & delivery by 4LEAF staff)	<10 Days	<5 Days
Commercial	<24 Hours (pick up & delivery by 4LEAF staff)	<10 Days	<5 Days
Large Commercial >15,000 Sq. Ft.	<24 Hours (pick up & delivery by 4LEAF staff)	<15 Days	<7 Days

Larger complex plan reviews can be negotiated to achieve the best possible pricing. 4LEAF has a proven track record of working with municipalities to provide expedited reviews with special discounted pricing when applicable.

Pick-up of all plans will be performed by 4LEAF staff within 24 hours of the City's phone call or e-mail. 4LEAF prefers to pick-up and deliver the plans in person in order to communicate any information that may be pertinent to the project and maintain a consistent communication. 4LEAF staff will transport the plans to and from the City upon a phone call to the 4LEAF office or a simply e-mail for "pick-up" to pickup@4leafinc.com. Pick-ups are at no additional cost.

Independent Expedited or "Fast Track" Review

4LEAF will perform expedite plan review services in two different capacities.

<u>Scenario # 1</u> – Developer funded expedited reviews – 4LEAF can negotiate an appropriate rate for review with the City to ensure all compensation is equitable to the service performed. 4LEAF's expedited turnaround time is five days (5) or less.

<u>Scenario # 2</u> — City requests with no additional funding — Upon request, 4LEAF will perform expedited reviews for the City at <u>no additional charge</u>. 4LEAF has a proven track record of assisting our clients with expedited reviews under unique customer service situations when projects need to be completed quickly.

Rate Schedule

NATURE OF BUILDING SERVICES	COST STRUCTURE
Plan Review & CASp Services	Plan Review Percentage Cost: 65% Plan Review Hourly Cost: \$85 Non Structural Review \$120 Structural Review CASp Inspection and/or Review: \$155/hour Fire Review: \$155/hour * Fee includes initial review and two (2) rechecks.

Staff Augmentation Building Department Services

Senior Combination Building Inspector (Building Inspector III)	. \$85 - 90/hour
Commercial Building Inspector (Building Inspector II)	. \$75 - 85/hour
Residential Building Inspector (Building Inspector I)	. \$65 - 75/hour
Training Building Inspector	. \$50/hour
Code Enforcement	\$85/hour
Permit Technician	\$45 - 55/hour
Inspector of Record/Project Inspector	\$95 - 125/hour
Public Works Inspector	\$120/hour
Chief Building Official	\$120/hour
CASp Inspection	\$155/hour
Hourly overtime charge per inspector	1.5 x hourly rate

Larger complex plan reviews can be negotiated to achieve the best possible pricing. 4LEAF has a proven track record of working with municipalities to provide expedited reviews with special discounted pricing when applicable.

Rates are inclusive of "tools of the trade" such as forms, telephones, and consumables.

- · All invoicing will be done monthly
- Staff Augmentation work (excluding plan review) is subject to 4-hour minimum charges unless stated otherwise. Services billed in 4-hour increments
- All approved billable expenses will be charged at cost plus 20%
- Mileage will be billed at the IRS Rate plus 20%
- Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge
- Overtime must have approval from Chief Building Official, or other responsible designated City personnel.



Section 3: References

Agency Name:

City of Cupertino

Contact Name:

Albert Salvador, P.E., C.B.O., Building Official

Contact Telephone:

Office: (408) 777-3328 AlbertS@Cupertino.org

Contact Email: Employees:

Currently twelve (12) 4LEAF employees

Services:

Project Specific Plan Review, Project Specific Building Inspection, Project

Specific Public Works Inspection, and On-Call Building and Plan Review Services

Dates of Service:

2010 - Present

Annual Contract

Value:

\$5 Million

Agency Name:

City of Palo Alto

Contact Name:

Peter Pirnejad, P.E., Director of Development Services

Client Telephone:

Office: (650) 329-2550

Contact Email:

Peter.Pirnejad@CityofPaloAlto.org Currently ten (10) 4LEAF Employees

Employees: Services:

Plan Review Engineering, Counter Technicians, Green Building

Consulting, Project Management, Building Inspection, and

Project Inspection Services.

Dates of Service:

2007 - Present

Annual Contract

Value:

\$1.8 Million

Agency Name:

City of Dublin

Contact Name:

Gregory Shreeve, C.B.O., Chief Building Official

Contact Telephone:

Office: (925) 833-6620

Contact Email:

Gregory.Shreeve@ci.dublin.ca.us

Employees:

Currently Nine (9) 4LEAF employees

Services:

Plan Review, Counter Technicians, Code Enforcement, Waste Management,

Capital Projects, and Building Inspection

Dates of Service:

2002 - Present

Annual Contract

Value:

\$1.2 Million



Agency Name:

City of Sacramento

Contact Name:

Ryan DeVore, Director of Community Development

Contact Telephone:

Office: (916) 808-8860

Contact Email: Employees: RDeVore@cityofsacramento.org
Currently two (2) 4LEAF employees

Services:

Plan Review and On-Call Building Inspection

Dates of Service:

2003 - Present

Annual Contract

Value:

\$1 Million

Agency Name:

City of Pleasanton

Contact Name:

George Thomas, Chief Building and Safety Official

Contact Telephone:

Office: (925) 931-5303

Contact Email:

Gthomas@cityofpleasantonca.gov

Employees:

Services As-Needed

Services:

Plan Review and On-Call Building Inspection

Date of Service:

2011 - Present

Annual Contract

Value:

\$500,000

Client Name:

City of Walnut Creek

Client Contact:

Frank Luna, Senior Building Inspector

Client Telephone:

Office: (925) 943-5800

Client Address:

1666 North Main St, Walnut Creek, CA 94596

Email:

luna@walnut-creek.org

Services:

Plan Review and Inspection Services

Dates of Service:

2006 - Present

Annual Contract

Value:

\$500,000



Section 4: Additional Data

Plan Review Services

4LEAF will provide plan review for any and all types of structures to ensure compliance with all adopted codes, local ordinances (including Tier 1 of Cal Green, if required) and state and federal laws that pertain to Building and Safety, and for compliance with the adopted International Code Council (ICC) building, plumbing, electrical, mechanical, and fire codes, and the accessibility and Noise and Energy Conservation requirements as mandated by the State of California Title 24, State of California Water Efficient Landscape Ordinance, the State of California Certified Access Specialist (CASp) compliance, and all other applicable ordinances. Types of projects we provide these services for include; Single Family Dwellings, Multi-family Dwelling Units, Commercial, and Industrial.

On-Site Review Work Plan

4LEAF can supply Registered Professional Engineers to the City of San Pablo to work on-site performing structural plan review and non-structural reviews at the Jurisdiction's discretion. 4LEAF currently supplies on-site review to such Municipalities as:

City of San Jose
City of Gilroy
City of Livermore
City of Hollister
Livermore/Pleasanton Fire Dept. (LPFD)
City of Sacramento

City of Palo Alto
Aerojet Corporation
City of Pleasanton
City of East Palo Alto
City of Roseville
County of San Joaquin

Off-Site Review Work Plan

4LEAF is able to work effectively with design teams and assist Public Works, Planning, Fire, and Building Departments in the construction, rehabilitation, and repair of both public and private projects. Our experience includes checking for compliance with the structural, life-safety, accessibility, plumbing, mechanical, electrical, fire, and local codes/ordinances.

Plan Review Approach

We understand that the specific Building Plan Review responsibilities will include, but are not limited to:

- Examining plans, drawings, specifications, computations documents, soils reports, and any additional data;
- Ascertaining whether projects are in accordance with applicable building and fire codes, and City
 ordinances, including but not limited to Title 24 and Title 25;
- Performing such reviews as, Structural, MEP, green building, fire and life safety, grading and drainage;
- Reviewing plans to ensure conformity to the required strengths, stresses, strains, loads, and stability as per the applicable laws;
- Reviewing plans to ensure conformity with use and occupancy classification, general building heights
 and areas; types of construction; fire resistance construction and protection systems; means of egress;
 accessibility; structural design; soils and foundations; and masonry;
- Providing additional plan review services as requested by the City;
- Conducting all plan review at the City Department or, as needed, at a site mutually agreed upon in writing and;
- Supplying all plan review staff with all code books and other basic professional references.



4LEAF Plan Review QA/QC Process for all Reviews

Task 1 - Project Tracking Set-up

The first step of our process will be to set up the project in our system to enable 4LEAF and the City of San Pablo to track the progress of the review. Our plan tracking procedures are designed to track each submittal throughout the review process and maintain accurate and comprehensive records for each submittal.

Task 2 - Complete Submittal Review

Upon receiving the plans from the City, 4LEAF will triage (preliminary plan review performed by 4LEAF plan review project lead) the submittal to verify that the submittal received is complete (i.e., all pertinent plans, calculations, reports, and other related documents) in order that we can begin our review. If the submitted package is incomplete, we will communicate with the City to discuss the deficient documents needed to proceed with our review.

Task 3 - Plan Review Assignment

After the triage process is performed and a complete package is verified, the project will be assigned to the most qualified Plans Examiner and a turnaround time will be established. We will log each application into our database the same day the plans are received to assure that they are routed in a timely manner and to allow for daily project tracking.

Task 4 - Plan Review

4LEAF will provide the project contact (Developer, Contractor, Architect, or Engineer) desired by City of San Pablo with a list of any items needing correction and clarification to comply with applicable building codes, ordinances, and regulations. A correction list will be created based on the missing codes and ordinances.

Task 5 - Quality Control

Prior to submitting the plan review correction list to the City the designated plan review project lead will review the correction list for adherence to applicable codes and ordinances as well as for accuracy and completeness. After completion of our quality control review a correction list will be e-mailed to a designated staff member at the City of San Pablo. The correction list and a 4LEAF transmittal form will include the following information: a description of the work, type of construction, occupancy group, square footage, number of floors, and sprinkler requirements.

Task 6 - Plan Review Rechecks

Plans received for rechecks will be reviewed for conformance. Our goal is to actively work with the designers to resolve all unresolved issues after our second review. If it appears that there are complicated issues that might cause a project to go beyond our second review, we will communicate directly with the designer to resolve these concerns.

Task 7 - Project Approval

Once the final plan reviews are completed and ready for approval, 4LEAF will organize the plans and supporting documents per the City of San Pablo processing requirements and return them to the City, along with our letter of completion.

Document Control and Electronic Plan Review

When plans and documents are received for review, 4LEAF's Plan Review Manager and Document Control Technician analyzes the project, creates a Job number, and completes a Job Setup Sheet. This form highlights both jurisdiction and project specific design criteria, and notes applicable contact information. Jobs are transmitted through 4LEAF's easily accessed EZPlan Review portal, which tracks initial and subsequent reviews, and is open for view, by the customer. The City and their Customers can view 4LEAF's plan control log through EZPlan Review Portal.



Plans then get distributed for review to a 4LEAF team consisting of a Plan Review Engineer or architect (a licensed State Professional) and/or an ICC Certified Plans Examiner, as applicable. Our staff then performs his or her function of analyzing the plans and documentation for effective conformance to the California Codes, referenced construction standards, and City amendments; code review methodology entails "The Effective Use of the CBC" reinforced through proprietary and jurisdictional checklists. When complete, the Manager overviews the project for quality control purposes, and forwards comments, or approvals, to the pre-designated contacts.

4LEAF's EZPlan Review

- Structural & Non-Structural Guidelines and Checklists
- Specialized Spreadsheet
 Web-Based
 (EZPlan Review)

4LEAF is a green company and has the capability to receive and review electronic plans (pdf format) utilizing Adobe Acrobat Pro.

Structural Only Review

Upon request, 4LEAF will perform "structural only" reviews for the City. 4LEAF can communicate directly with the designers via email, in-person meetings, and through our EZ Plan Review system. 4LEAF prefers PDF files for "structural only" reviews which allow several different Structural Engineers to review plans together should there be design related questions. The majority of 4LEAF's plan review engineers have a design background and work well with project designers.

Certified Access Specialist (CASp) Plan Review Staff





CASp Inspector	Certification No.	Expiration
Howie Conroy, C.B.O.	CASp-429	7/31/2015
Sid Danandeh, P.E.	CASp-257	6/29/2016
Ed Fang, P.E.	CASp-227	6/24/2016
Greg Shriver, P.E.	CASp-96	9/14/2015
Mike Anderson, P.E.	CASp-328	9/22/2016
Brad Wungluck, CBO	CASp-462	11/13/2015
Scott Wungluck, CBO	CASp-560	4/29/2017

Inspection Services

Monthly Inspection Assignment Schedule

4LEAF maintains the largest database of qualified inspectors of varied qualifications. Inspectors vary from current full-time inspection staff, idle staff (temporarily between assignments), and pre-qualified staff which include inspectors who are available subject to client demand. 4LEAF's inspectors are all ICC certified and experienced working within a municipal work environment. 4LEAF will provide inspectors with all the necessary tools, equipment, and current code books sufficient to facilitate all required inspections. 4LEAF can provide interim or full-time inspectors same-day or within one business day.

We maintain an on-call database for as-needed requests with our clients. 4LEAF utilizes this service for more than 75 municipalities. Below is a snapshot of our database.

W.C. ILO AE 5-jan 6 jan T-jan MEPONO/AM/AM GI/MO/III 80/11/84 85/91 11Th 85 MK RO/JL/BA RS/PG RS/PG MEP/WO/AM/MI SI/MO/TE LLO RE 8-jan 9-jan 12-jan RS/PG RS/PG KB MEP/WD/AM/MI GI/MO/TE MK ROSSIA LLD RE 05 05 MK MEP/WD/AM/M GI/MO/TE RO/NJW GA/DN 10 10 10 12 156 MEP/WD/AM/ME GUMO/TE 80/H/84 RS/PG <B GI/MO/TE MERAKA/AM/M LLD RE MK/FP RS/PG XR IC/GAA 16-Jun MEP/WO/AM/MF CFF OS MK RO/IL/BA MK RS/PG KB RST UD RE 73-Ian MEP/WO/AM/M MIN MEST BLIBS CR 22-Jan 23-Jan MEP/WO/AM/MP MEP/WO/AM/MP GI/MO/TE AO/IL/BA MK/EP RS/PG KB LLD RE 26-Jan 27-Jan 38 Jan MED/WO/AM/MP RST GIMOTE 11 ME BOOK A RS/PG KB RS/PG KB ILO RE MEP/WO/AM/MP MEP/WO/AM/MP MEP/WO/AM/MP GI/MO/TE DN GA/DR MK MK RO/11/8A RS/PG XB GI/MO/TE RO/IL/HA MEP/WD/AM/MP

Key White a filted - Needs staff - No Request Black - Closed/Holday Gong - No Filt

Inspection Options

Periodic Inspection Services → Available Next Day

4LEAF can fulfill inspection requests immediately upon request, including same day. 4LEAF has a wealth of local and available inspectors ready to serve the City of San Pablo. In addition, 4LEAF has a proven track record of providing such services to a number of different building departments.

Part-Time Inspection Services → Available Next Day

4LEAF will provide the City with part-time inspectors upon request. 4LEAF can provide part-time staff within 24 hours of request for any duration of time. 4LEAF's Project Manager will work closely with the department to identify the right personnel and determine the appropriate work schedule.

Full-Time Inspection Services → Available Two Days or Less

4LEAF can provide full-time inspectors upon request. 4LEAF provides this service regularly to many clients throughout the Central Coast, Sacramento Valley, Peninsula/South Bay Regions, East Bay, and Central Valley.

<u>Project Specific Inspection Services</u> → Available Two Days or Less

4LEAF is often tasked with providing inspection services to large projects on behalf of municipalities. 4LEAF currently handles large-scale projects for such clients as the City of Palo Alto, City of Cupertino, etc. These projects are developer funded into a separate City account which is distributed to 4LEAF using a separate invoice and contract number. This is particularly helpful to fast paced projects looking for continuous inspection services over a short period of time (i.e. 6 – 36 Months).

Building Department Staff Services

4LEAF has a proven track record of providing Building Officials and Permit Technician/Counter staff to jurisdictions throughout California. The 4LEAF pool of talented professionals includes qualified and experienced permit technicians, capable of providing all permit processing and counter services. 4LEAF can deploy such staff on short notice and offers training programs for department staff, if required.

Our staff encompasses the right combination of experience, education and certifications. 4LEAF Permit Technician Staff must be experienced and dedicated to serving the public at the Planning and Building Department counter. Typical duties include:

- · Accepting Plans for Plan Check
- Verification that Plans are accurate and complete
- Calculate Permit Fees
- Explain ordinances and procedures to owners, contractors, developers, architects, and general public
- Assist with preparation of permit applications
- Receive Plans for Planning and Building permits and route to various agencies (if requested)
- Accept complaints on code violations, process, and record complaints
- Answer telephone for field and office staff
- Process inspection requests
- Maintain files for building permits
- Operate Building Department's computerized information system
- Input variety of information including building permits and inspections
- Complete related duties and responsibilities as assigned by Building Official and Senior staff members

4LEAF has numerous Building Official and Permit/Counter Technicians on staff, many whom are currently assigned to Building Departments throughout the state. All staff will have the materials, resources, tools, and training required to perform the job.

Building Department Services Placement Schedule

Building Department Staff	Interim	Full-Time
Permit Technician (ICC Certified)	Less Than	Less Than
	2 Days	5 Days
Assistant Permit Technician/ Counter Staff	Less Than	Less Than
	2 Days	5 Days
Public - Official	Less Than	Less Than
Building Official	2 Days	15 Days

Public Works Inspection Services

In addition to building inspection, 4LEAF has an experienced staff that provides public works inspection. Our team has supported numerous projects for On-Call construction management and inspection services contracts for clients such as Sacramento Regional Transit District, California State Parks, and numerous municipalities. Our many public works projects include light rail extension projects, water/sewer systems, roadways and bridges. Our team of qualified public works inspectors is available to the City of Sacramento should you have needs in this area.

EXHIBIT B ADDITIONS TO SCOPE OF WORK

- The City Senior Permit Technician is the point of contact for City plan check and inspection services.
- The Development Services Manager is the point of contact for the Chief Building Official (CBO).
- Services shall be provided on private and public lands.
- Provide Spanish speaking CBO and inspection staff if feasible.
- CBO to work full-time one day per week until August 31, 2015; then as necessary to meet the Professional Services Standard. Priorities for CBO include: Code interpretation for City Building Inspector, customer interpretation of code that City staff is unable to provide, implementation of Cal Green, streamlining and improvements in permit processes, and improvement in quality of plan content submittal.
- Full time inspection services shall be Monday and Wednesday, unless requested by City Senior Permit Technician or Development Services Manager.
- Building Official services shall be done by CBO certified individual.
- All plan checks to be conducted by ICC certified plans examiner and appropriate other certification necessary.
- All inspections shall be done by ICC certified personnel in appropriate certification.
- In the event of catastrophe or emergency event immediately provide inspection teams to assist the City with emergency building safety assessment inspections and building permit services, as requested.
- On large complex projects communicate and integrate CEQA and special study expert mitigation and monitoring in building plan check and inspection such as geologist, biologists, and arborists.
- Refer property representatives to the Planning Division regarding proposals or illegal construction to ensure zoning and land use consistency.
- Coordinate and communicate, as required on projects, and at the Direction of Development Services Manager, with other consultants such as Public Works plan check and inspection contractors.
- Within 3-months of contract start provide written recommendation of permit streamlining and improvements to building customer service, plan check, and inspection services.
- Monitor trends and legislation and advise the City on appropriate ordinances and standard practices to adopt.
- Within the first 30-days of contract CBO work with Contra Costa County, Public Works, and Assistant to
 the City Manager for Economic Development on pending projects status, roles and responsibilities, and
 next steps: Plaza San Pablo; Life Long; Wyman Slide, La Quinta Hotel, and Hillcrest Showcase Home
 "Windows to the World"; Cal Green implementation, Fire Station, Walgreens, Library, City Hall/Senior
 Center.
- On the next Building Code cycle take the lead on City Council adoption of the Building Code; and related modifications from Contra Costa County Fire.
- Ensure City-wide understanding of Building Safety by elevating community-wide articles or events on building code importance.
- Immediately implement Cal Green code to ensure building plans reflect plan check requirements; and infield inspection, monitoring, or verification is completed.
- Take the lead on pre-construction kick-off meetings for difficult or large projects to ensure mitigation
 monitoring is integrated into project, that all parties conducting plan check and inspection understand roles
 and responsibilities, and that ongoing communication is determined to project completion.
- If in-field modifications occur, only building-related changes can be authorized by this contract, and documentation on a revised plan set and justification is required to the City project file.

RESOLUTION 2015-082

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN PABLO AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL BUILDING OFFICIAL, INSPECTION AND PLAN CHECK SERVICES WITH 4LEAF, INC. IN THE AMOUNT OF \$143,000

WHEREAS, the City has held a contract with Contra Costa County since September 2001 for Building related services, including Building Official, commercial inspection, and plan check services; and

WHEREAS, the current contract will expire on June 30, 2015; and

WHEREAS, four firms responded to the request for proposals (RFP) for on-call building services;

WHEREAS, no firms were locally owned for consideration; three firms met the minimum qualifications articulated in the RFP and were interviewed; and

WHEREAS, 4LEAF, Inc. (4LEAF) was chosen based upon demonstrated competence and professional qualifications, as well as lower competitive hourly rates; and

WHEREAS, the City desires to utilize the services of 4LEAF staff to provide services on an as needed basis for on-call building official, inspection and plan check services to ensure conformance with the California Building Codes; and

WHEREAS, the scope of services included in the agreement are listed in the proposal submitted by 4LEAF on April 14, 2015, referred to as Exhibit A, and exceptions or additions to Exhibit A are shown in Exhibit B; and

WHEREAS, the agreement with 4LEAF would be for a one year period – July 1, 2015 through June 30, 2016; and

WHEREAS, the estimated cost savings to the City of San Pablo is between \$50,000 and \$70,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San Pablo hereby authorizes the City Manager to execute a service agreement, in the amount of \$143,000 with 4LEAF for on-call building official, inspection and plan check.

BE IT FURTHER RESOLVED that the funds for these consulting services are currently set aside in the FY2015-16 professional services budget line item (account #212-1755-43600) in the amount of \$143,000, and any savings from the RFP should be maintained in the Development Services budget for implementation of the Council Work Plan and that foregoing recitals are true and correct and incorporated herein.

I hereby certify that the foregoing is a full, true and correct copy of the original document.

Lehny M. Corbin, Deputy City Clerk 1

Resolution 2015-082

Adopted this 15th day of June, 2015, by the following vote, to wit:

AYES:

COUNCILMEMBERS:

Calloway, Valdez, Kinney and Chao Rothberg

NOES:

COUNCILMEMBERS:

None Morris

ABSENT:

COUNCILMEMBERS:

ABSTAIN:

COUNCILMEMBERS:

None

ATTEST:

APPROVED:

/s/ Ted J. Denney

Ted J. Denney, City Clerk

/s/ Kathy Chao Rothberg Kathy Chao Rothberg, Mayor



LETTER OF TRANSMITTAL

Date: July 7, 2015

To: Mayra Corleto

Administrative Secretary

City of San Pablo

Address: 13831 San Pablo Avenue, Bldg. 3

San Pablo, CA 94806

Re: Signed Professional Agreement for On-Call Services.

The following items are enclosed via

Fed Ex

✓ U.S. Mail

Hand Deliver

Description	No. of Copies
Professional Services Agreement (signed by 4LEAF).	1

The item(s) are transmitted:

✓ At your request

For your action

For your review/comment 🗸

For your files

For your approval

For your information

Comments: Please see your return copy for your files.

Sincerely,

Linda Eberhard

Administrative Assistant