

AMENDMENT NO. 1

AGREEMENT FOR PROFESSIONAL SERVICES
4LEAF, INC.

THIS AMENDMENT NO. 1 to Agreement for Professional Services is made and effective this ____ day of _____, 2025 ("Amendment No. 1"), by and between the CITY OF LODI, a municipal corporation, (hereinafter called "CITY"), and 4LEAF, INC., a California corporation, (hereinafter called "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into an Agreement for Professional Services on December 13, 2022 and term extension in Extension No. 1 on August 8, 2024 (collectively the "Agreement"), attached hereto as Attachment 1 and made a part hereof as though fully set forth herein; and
2. WHEREAS, the Agreement provided that CONTRACTOR would perform building and fire code plans examination, inspection, and code enforcement services to the CITY on a rotation with four other vendors ("Services"); and
3. WHEREAS, CONTRACTOR and CITY now desire to authorize additional funds for the Agreement in the amount of \$435,000, for a new total amount not to exceed \$1,135,000 for CONTRACTOR's performance of the Services during the extended term; and
4. WHEREAS, the parties recognize that the City intends to increase the total funds allocated for all rotating vendors performing the Services by \$867,000, setting the new total allocation for Services in an amount not to exceed \$2,067,000 collectively, and which would include the additional funds requested for the Agreement above; and
5. WHEREAS, CITY recommends authorizing the City Manager to approve change orders related to the Services provided by CONTRACTOR in an amount not to exceed \$867,000; and
6. WHEREAS, CONTRACTOR and CITY agree to said amendment.

NOW, THEREFORE, the parties agree to amend the Agreement and increase the not to exceed amount for CONTRACTOR's Services to as set forth above; all other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 1 on the date and year first above written.

CITY OF LODI, a municipal corporation

4LEAF, INC., a California corporation

CHRISTINA JAROMAY
Acting City Manager

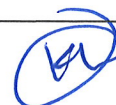
KEVIN DUGGAN
President

Attest:

Approved as to Form:

OLIVIA NASHED
City Clerk

KATIE O. LUCCHESI
City Attorney



EXTENSION NO. 1
PROFESSIONAL SERVICES AGREEMENT

4 LEAF, INC.

THIS EXTENSION No. 1 to Professional Services Agreement is made and effective this 8th day of August, 2024 ("Extension No. 1"), by and between the CITY OF LODI, a municipal corporation (hereinafter called "CITY") and 4 LEAF, INC., a California corporation (hereinafter called "CONTRACTOR").

WITNESSETH:

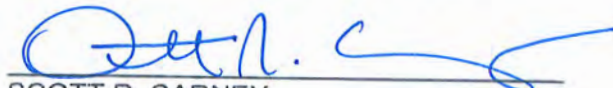
1. WHEREAS, CONTRACTOR and CITY entered into an Agreement for Professional Services for Building Codes Plan Examining, Building Codes Inspection, Fire Codes Plans Examining, Fire Codes Inspection, and Code Enforcement Services with 4 Leaf, Inc., a California corporation, on December 13, 2022 ("Agreement"), attached hereto as Exhibit A and made part hereof as though fully set forth herein; and
2. WHEREAS, CONTRACTOR and CITY now desire to utilize the first two (2) year extension option and extend the term of the Agreement to October 31, 2026; and
3. WHEREAS, all other terms and conditions of the Agreement will remain unchanged.

NOW, THEREFORE, the parties agree to extend the Agreement as set forth above; all other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Extension No. 1 on the date and year first above written.


CITY OF LODI, a municipal corporation

4 LEAF, INC., a California corporation

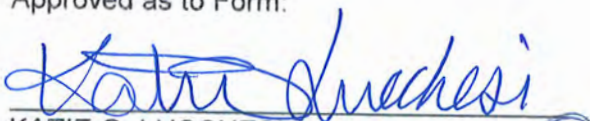

SCOTT R. CARNEY
City Manager

Kevin Duggan
By: KEVIN DUGGAN
Title: President

Attest:


OLIVIA NASHED
City Clerk

Approved as to Form:


KATIE O. LUCCHESI
City Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on December 13, 2022, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and 4 LEAF, INC., a California corporation (hereinafter "CONTRACTOR").

Section 1.2 Purpose

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for BUILDING CODES PLAN EXAMINING, BUILDING CODES INSPECTION, FIRE CODES PLANS EXAMINING, FIRE CODES INSPECTION, AND CODE ENFORCEMENT SERVICES (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

Section 2.2 Time For Commencement and Completion of Work

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

Section 2.4 Staffing

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

Section 2.5 Subcontracts

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

Section 2.6 Term

The term of this Agreement commences on November 1, 2022 and terminates upon the completion of the Scope of Services or on October 31, 2024, whichever occurs first.

Section 2.7 Option to Extend Term of Agreement

At its option, City may extend the terms of this Agreement for an additional two (2), two (2)-year extensions; provided, City gives Contractor no less than thirty (30) days written notice of its intent prior to expiration of the existing term. In the event City exercises any option under this paragraph, all other terms and conditions of this Agreement continue and remain in full force and effect.

The total duration of this Agreement, including the exercise of any option under this paragraph, shall not exceed six (6) years.

ARTICLE 3 **COMPENSATION**

Section 3.1 Compensation

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

Section 3.2 Method of Payment

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

Section 3.3 Costs

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

Section 3.4 Auditing

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 ADA Compliance

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Section 4.3 Indemnification and Responsibility for Damage

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees and costs), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence, sole negligence, or sole willful misconduct of the City of Lodi, its elected and appointed officials, directors, officers, employees and volunteers. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, CONTRACTOR shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs. The defense and indemnification obligations required by this Agreement are undertaken in addition to, and shall not in any way be limited by the insurance obligations set forth herein.

Section 4.4 No Personal Liability

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

Section 4.5 Responsibility of CITY

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

Section 4.6 Insurance Requirements for CONTRACTOR

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

Section 4.7 Successors and Assigns

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

Section 4.8 Notices

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
 221 West Pine Street
 P.O. Box 3006
 Lodi, CA 95241-1910
 Attn: Dennis Canright

To CONTRACTOR: 4 LEAF, Inc.
 2126 Rheem Drive
 Pleasanton, CA 94588
 Attn: Joe Nicolas

Section 4.9 Cooperation of CITY

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

Section 4.10 CONTRACTOR is Not an Employee of CITY

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the

services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

Section 4.12 Confidentiality

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney's Fees

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

Section 4.14 City Business License Requirement

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

Section 4.15 Captions

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

Section 4.16 Integration and Modification

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

Section 4.17 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.18 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.19 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days. CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

Section 4.20 Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

Section 4.21 Federal Transit Funding Conditions

☐ If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit D apply to this Agreement. In the event of a conflict between the terms of this Agreement or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

Section 4.22 Counterparts and Electronic Signatures

This Agreement and other documents to be delivered pursuant to this Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the Internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software will have the same effect as physical delivery of the paper document bearing an original signature.


IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.

ATTEST:



OLIVIA NASHED
City Clerk

CITY OF LODI, a municipal corporation




STEPHEN SCHWABAUER
City Manager

APPROVED AS TO FORM:
JANICE D. MAGDICH, City Attorney

4 LEAF, INC., a California corporation

By: 

By: 

Name: Kevin Duggan
Title: President

Attachments:

- Exhibit A – Scope of Services**
- Exhibit B – Fee Proposal**
- Exhibit C – Insurance Requirements**
- Exhibit D – Federal Transit Funding Conditions (if applicable)**

Funding Source: 27081000.72450 & 10061000.72450
(Business Unit & Account No.)

Doc ID:

CA:Rev.09.2022.LT

EXHIBIT A

SEPTEMBER 8, 2022

PROPOSAL TO PROVIDE
BUILDING INSPECTION DIVISION CONTRACT SERVICES
FOR THE
CITY OF LODI

SECTION 3

SERVICES UNDERSTANDING



SECTION 3: SERVICES UNDERSTANDING

We have thoroughly reviewed the City's RFP and can meet the scope of services with no issues and without the use of subconsultants. 4LEAF is an independent firm that is properly licensed to practice in California and has no conflict of interest with regard to any other work performed by the firm for the City. We will detail our approach to each of the requested work scopes in the following pages.

BUILDING PLAN REVIEW SERVICES

4LEAF will provide Plan Review for any type of structure 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, National Fire Protection codes and standards, 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. The types of projects we provide these services for include Single-Family Dwellings, large Multi-Family Mixed-Use Dwelling Units, Commercial, and Industrial.

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 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;
- 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 at a site mutually agreed upon in writing and;
- Supplying all plan review staff with all code books and other basic professional references.

On- and Off-Site Review

4LEAF can supply Registered Professional Engineers to the City to work on-site performing structural plan review and non-structural reviews at the jurisdiction's discretion. Our experience includes checking for compliance with the structural, life-safety, accessibility, plumbing, mechanical, electrical, fire, and local codes/ordinances.

Process Mapping

4LEAF aims to bring departmental processes together by identifying and eliminating obstacles to streamline processes. Our subject-matter experts visit each department within a jurisdiction to conduct an analysis of existing processes, identify how best to streamline separate departmental processes to improve workflow, and provide guidance and recommendations on an improved work plan. 4LEAF implementation staff offer extensive training to existing municipal staff members on the use of a jurisdiction's preferred permitting software. We have a robust amount of experience with software that aids in the implementation of process mapping.



Plan Review QA/AC Review Process

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 Lodi each 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 the City of Lodi 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 Lodi or as directed by the City. 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 Lodi processing requirements and return them to the City, along with our letter of completion.

Turn-Around Times

4LEAF has a tremendous reputation for completing projects on-time and under budget. 4LEAF's plan review team is widely recognized for quick turn-around times and prompt service. 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.**

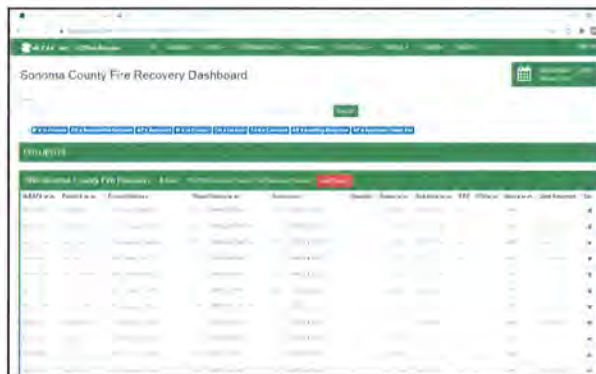
Type of Plans	Transportation	Initial Review	Resubmittal Review	Resubmittal Review #2	Expedited Review	Expedited Resubmittal
*Residential	< 24 Hours (pick up & delivery)	< 10 Days	< 5 Days	< 5 Days	< 5 Days	< 3 Days
**Multi-Family	< 24 Hours (pick up & delivery)	< 10 Days	< 5 Days	< 5 Days	< 5 Days	< 3 Days
Commercial	< 24 Hours (pick up & delivery)	< 10 Days	< 5 Days	< 5 Days	< 5 Days	< 3 Days
***Large Commercial > 15,000 s.f.	< 24 Hours (pick up & delivery)	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable

***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.**

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 to communicate information that may be pertinent to the project and maintain consistent communication. At no additional cost, 4LEAF staff will transport the plans to and from the City upon a phone call to the 4LEAF office or simply e-mail for "pick-up" to pickup@4leafinc.com.

4LEAF's EZPlan Review

EZPlan Review is our in-house tracking software that acts as a communication tool between 4LEAF and the jurisdictions we work with. The use of EZPlan makes communication easy. This web portal allows users visualize project due dates, notes, and status updates so that projects can be followed from start to finish. Additionally, 4LEAF provides electronically stamped and uploaded copies of approved project plans, a value which saves clients time and resources. With the use of EZPlan, 4LEAF hopes to provide a level of ease and transparency during the off-site plan review process.



Document Control

When plans and documents are received for review, 4LEAF's Plan Review Manager and Document Control Technician analyze the project, creates a job number, and completes a Job Setup Sheet. This form highlights both the jurisdiction, applicable contact information, and all project specific design criteria and notes. Jobs are then



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ENGINEERING • CONSTRUCTION MANAGEMENT
PLAN CHECK • BUILDING INSPECTION • PLANNING

transmitted through 4LEAF's easily accessed EZPlan Review Portal which tracks initial and subsequent reviews and is open for view by the client. The City and their customers can view 4LEAF's plan review control log through 4LEAF's EZPlan Review Portal.

Plans then get distributed for review to a 4LEAF team consisting of Plan Review Engineers, 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 state codes, referenced construction standards, and City amendments. 4LEAF's code review methodology is "The Effective Use of the Codes" reinforced through proprietary and jurisdictional checklists. When complete, the Plan Review Manager overviews the project for quality control purposes and forwards comments or approvals to the client's pre-designated contacts.



Off-Site Electronic Plan Review

Digital plan review allows 4LEAF the ability to review, markup and transport plans of any size electronically. We strongly encourage this service for our clients. This process delivers a high degree of cost effectiveness, time efficiency and a "green" and environmentally friendly system. Through our strong focus on utilizing this digital capability, we offer full access to all 4LEAF engineers and plans examiners company-wide, from any of our office locations. A protected online portal will be established to allow property owners, contractors, developers, businesses, designers, and stakeholders to submit plans electronically for review. Access to the online portal will be given to City staff for immediate access to information regarding project status during the review process.

4LEAF has successfully implemented and used Bluebeam for electronic review of files to help eliminate the use of paper and take the plan review workflow to a whole new level. 4LEAF's offices are equipped with large scale monitors for easy review of plans. Bluebeam Revu combines powerful PDF editing, markup, and collaboration technology with reliable file creation. Bluebeam integrates flawlessly with our Green Line approach for electronic and timely turnarounds resulting in permit issuance within 5-7 business days.

Additional Technologies

Having served more than 350 jurisdictions, 4LEAF and our staff are knowledgeable and have experience working with a variety of different technologies for Electronic Plan Review, Permit Tracking, and Building Inspections. 4LEAF's experience with tracking technologies includes, but is not limited to:



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 EZPlan Review system. 4LEAF prefers PDF files for "structural only" reviews as they allow several 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.



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East Bay, North Bay, and Central Valley. Let us know your staff/project need and we will quickly and strategically develop a plan of action.

Project-Specific Inspection Services → Available Two Days or Less

4LEAF is often tasked with providing inspection services to large projects on behalf of municipalities. We currently handle large-scale projects for such clients as the County of Los Angeles, City of Palo Alto, City of Cupertino, etc. These projects are developer funded into a separate municipal 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).

GoFormz

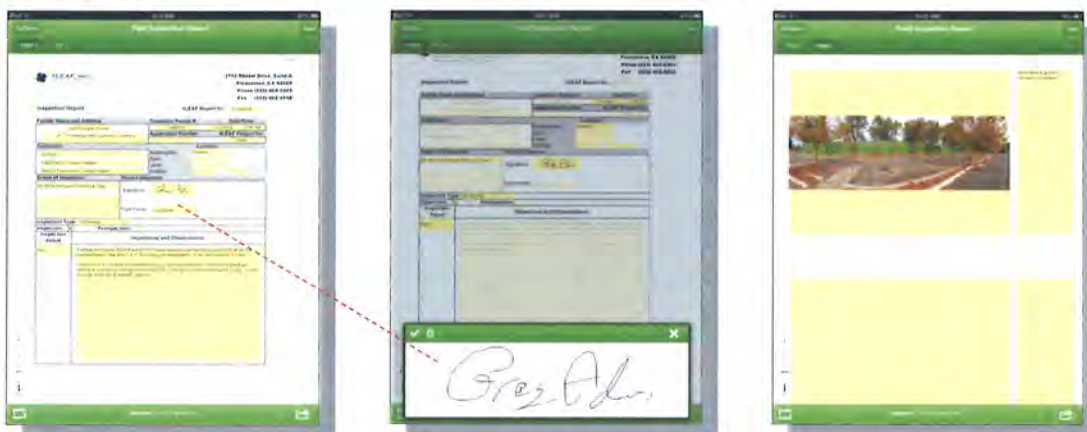
4LEAF will implement the GoFormz software for inspection requests. With licenses owned by the City, 4LEAF's Administration team will prepare inspection requests and inspection results documenting construction activity. In addition, 4LEAF will be able to extract information and provide detailed monthly reports detailing the construction activity. The reports will be detailed to identify contractors, subcontractors, work progress, pictures, and a detailed explanation of the field activities.



GoFormz allows every piece of information collected on a project to be accessible by all staff as every form is stored securely and safely in the Cloud. The information can be accessed through a user's web account where they can view any inspection report and run reports on project data. The information can be accessed through a user's web account where they can view any inspection report and run reports on project data.



The inspector will be able to leave detailed notes under the inspections and observations box and instantaneously attach pictures to the report to show the item inspected. The inspector will also be able to sign the report by hand on the iPad through the mobile signature block and pictures taken from the iPad are stored on the inspection document.





INSPECTION PERSONNEL

Below is a quick look into 4LEAF's on-call inspection database, which is made of qualified and quality team members who are ready and able to take on the County's projects.

INSPECTORS	CERTIFICATIONS
Christopher Fowler, CBO, OSHPD A	Certified Building Official, OSHPD A, & 25 ICC Certifications
Brent Hipsher, CBO, CASp	Certified Building Official, CASp, & 6 ICC Certifications
Bernard Zipay, CBO	Certified Building Official, MCP, & 29 ICC Certifications
Rory Shortreed, OSHPD A	OSHPD A & ICC Commercial Building Inspector
Martin Scott, OSHPD A, DSA 1	OSHPD A, DSA 1 Certification, ICC Commercial Building Inspector
Mike Leontiades, CBO	Certified Building Official & 9 ICC Certifications
Michael Renner, CBO	Certified Building Official & 11 ICC Certifications
Brad Fliehmman, CBO	Certified Building Official & 18 ICC Certifications
Nick Henderson, CBO	Certified Building Official & 6 ICC Certifications
Peter Lim, CBO	Certified Building Official & 4 ICC Certifications
David Rashé, CBO, CASp	Certified Building Official, CASp, & 11 ICC Certifications
Gregory Soliz	22 ICC Certifications
Mark Hoadley	16 ICC Certifications
Dave Brakebill	13 ICC Certifications
Dave McGee	12 ICC Certifications
Jose Murillo	11 ICC Certifications
Mark Sherwood	10 ICC Certifications
Mark Hoadley	8 ICC Certifications
Wladyslaw Grobelny	8 ICC Certifications
Emilio Torres	8 ICC Certifications
Jerry Brown	8 ICC Certifications
Marcus Johnson	7 ICC Certifications
Bassem Kodeih	6 ICC Certifications
John Kuehl, CBO	6 ICC Certifications
Andrei Oustinov	6 ICC Certifications
Don Hutsell	5 ICC Certifications
Jose Murillo	4 ICC Certification
Chuck Venook	3 ICC Certifications
Jonah Canright	3 ICC Certifications
Jim Decker	3 ICC Certifications
George Cortez	3 ICC Certifications
Eric Pankratz	3 ICC Certifications
Reuben Cain	2 ICC Certifications
Steven Slaughter	2 ICC Certifications
Kyle Petersen	1 ICC Certification
Farshid Asaddehghan	1 ICC Certification
More than 150 Inspection Professionals Available	



CODE ENFORCEMENT SERVICES

4LEAF has provided the City with experienced Code Enforcement Services since May of 2021. Specifically, the City utilized the services of Mike Aguirre. Mike assisted in the transition as the City transitioned their Code Enforcement Services from the Lodi Police Department to the Community Development Department. 4LEAF can provide the City the following services:

Inspections

4LEAF can provide certified and qualified staff to perform Code Enforcement inspections in a lawful manner that respects the reasonable expectations of privacy and security of residents and their properties. Inspections conducted will determine if conditions on the properties being inspected are compliant with applicable sections of the current editions of the International Property Maintenance Code, City Code, CA Building Code, and any Code adopted by reference by the City of Lodi.



4LEAF staff will be qualified to verify that onsite conditions are consistent with the City's records for development approvals, square footage, setbacks, heights, and other requirements that may be applicable. 4LEAF staff are qualified to do the following:

- Perform inspections for violations of Building Codes and Ordinances as adopted by the City.
- Research properties for prior approvals, permits, and general information relating to violations.
- Investigate and take necessary action when a violation of City Code exists, and consulting with City Counsel as required when requested by the Code Enforcement Chief.
- Comply with the City's procedures for reporting inspection results and deficiencies.
- Using City inspection correction forms.
- Making appropriate entries in City records.
- Conduct follow-up inspections as needed.
- Notify the responsible parties of other agency approvals prior to closing a code enforcement action.
- Maintain records as needed for the efficient and effective operation of the City.
- Meet with members of the general public and City staff on a daily basis as needed.

Enforcement

4LEAF staff have the experience in working cooperatively with property owners and other responsible parties to bring properties and/or conditions into compliance with applicable bodies of law. Our team will be able to determine when voluntary compliance is not forthcoming from property owners or responsible parties. 4LEAF staff has experience in using administrative processes including the issuance of administrative citations to credibly establish at the administrative level that violations of law exist on a property.





4LEAF Code Enforcement Officers have experience in writing criminal citations and in working with legal counsel to assist in the successful prosecution of Code Enforcement cases either in criminal or civil court when necessary.

CODE ENFORCEMENT PERSONNEL

Below is a quick look into 4LEAF's Code Enforcement database, which is made of qualified and quality team members who are ready and able to take on the City's project. As you can see from this limited sample, we have a team with years of experience and many varying certifications.

Code Enforcement Staff	Title	Certifications
Mike Aguirre	Senior Code Enforcement Officer	Adv. Code Enforcement Officer
Sean Flanagan	Senior Code Enforcement Officer	Adv. Code Enforcement Officer
Pamela Miller	Code Enforcement Officer/Inspector	PC832
Tina Chechourka	Code Enforcement Officer/Inspector	PC832
Tom Cervantes	Code Enforcement/Fire Inspector	PC832 Levels I, II, and III
Tim Nakashima	Code Enforcement Officer	PC832
Jose Murillo	Code Enforcement Officer/Inspector	PC832
Al Fasulo	Code Enforcement Officer	PC832
Nick Henderson, CBO	Code Enforcement Officer/Inspector	PC832
Doug Martin, CASp	Code Enforcement Officer/Inspector	POST PC832
Renee Souza	Code Enforcement Officer	Advanced CEO, PC832
Stuart Blakesley	Code Enforcement/Fire Plan Reviewer	PC832
Scott Wungluck, CBO	Code Enforcement/Senior Inspector	PC832
John Juarez	Senior Code Enforcement Officer	PC832
Justine Sidie	Code Enforcement Officer	PC832, CACEO Levels I, II, and III
Rebecca Lauricella	Code Enforcement/Fire Inspector	PC832
Dave Nolta	Code Enforcement Officer/Inspector	PC832
Joe Pena	Code Enforcement Officer/Inspector	PC832
David Rashe, CBO	Code Enforcement Officer/Plans Examiner	PC832
Additional Code Enforcement Staff Available		

CUSTOMER SERVICE

We hope the City will choose 4LEAF their Building and Safety Services consultant and through hard-work, we will prove our value to your team. Our goal is for the City to view 4LEAF as an extension of your team. We will communicate with your staff in the most positive customer service manner possible. Your account will be managed by Joe Nicolas and Raylee Glasser, CBO. Both Joe and Raylee manage the majority of 4LEAF's Building Department clients and understands the needs of your department and has expertise with inspection/plan review staffing. Joe and Raylee will be available to discuss the technical details of plan review and engineering consulting.

We anticipate a comfortable relationship where we can discuss needs and resolutions openly and honestly. You will find 4LEAF's email, office phone, and cell phones on all of our business cards. Most importantly, we hope this is the beginning of a long-lasting relationship. 4LEAF has an impeccable reputation of client retention.

EXHIBIT B

SEPTEMBER 8, 2022

PROPOSAL TO PROVIDE
BUILDING INSPECTION DIVISION CONTRACT SERVICES
FOR THE
CITY OF LODI

SECTION 5

FEE SCHEDULE AND BASIS OF CHARGES



2022-2023 FEE SCHEDULE & BASIS OF CHARGES

For the City of Lodi

All Rates are Subject to Basis of Charges

PLAN REVIEW COST STRUCTURE	NOTES
Plan Review Percentage: 70% Structural Only: 40% <i>(Inclusive of all disciplines except, Fire and Civil which are billed on an hourly basis.)</i> Hourly Plan Review: \$120 Non-Structural Review \$135 Structural Review	Fee includes: <ul style="list-style-type: none"> ➤ Initial review and two (2) rechecks. Hourly charges apply after three (3) or more rechecks. ➤ Shipping, courier, and electronic service.

STAFF AUGMENTATION SERVICES

Chief Building Official.....	\$150/hour
Senior Combination Building Inspector (Building Inspector III).....	\$125/hour
Commercial Building Inspector (Building Inspector II)	\$115/hour
Residential Building Inspector (Building Inspector I).....	\$95/hour
Code Enforcement	\$90/hour
Senior Code Enforcement.....	\$105/hour
Administrative Support.....	\$65/hour
Permit Technician (Remote or Onsite)	\$70/hour
Senior Permit Technician (Remote or Onsite)	\$85/hour
Permit/Counter Manager	\$105/hour
On-Site Plan Review Engineer.....	\$155/hour
On-Site Non-Structural Plans Examiner	\$155/hour
Civil Plan Review	\$150/hour
Fire Plan Examiner	\$150/hour
Fire Inspector I	\$125/hour
Fire Inspector II	\$140/hour
Fire Prevention Officer.....	\$150/hour
Fire Protection Engineer	\$175/hour
Planning Technician	\$80/hour
Assistant Planner	\$100/hour
Associate Planner.....	\$120/hour
Senior Planner.....	\$140/hour
Principal Planner	\$160/hour
Inspector of Record (including DSA or OSHPD)	\$135/hour



PLAN REVIEW PERSONNEL

4LEAF has **60+ plan check personnel** 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.

PLANS EXAMINERS	REGISTRATIONS & CERTIFICATIONS
Melissa Mennucci, S.E.	Registered Structural Engineer
Albert Kong, S.E.	Registered Structural Engineer
Beng Low, M.E., S.E.	Registered Structural and Mechanical Engineer
Ali Hekmat, S.E., P.E.	Registered Structural and Civil Engineer
Karimullah Kamran, P.E.	Registered Professional Engineer
Jay Shih, P.E.	Registered Professional Engineer
Kathy Bucciarelli, P.E.	Registered Professional Engineer & 2 ICC Certifications
Davison Chanda, P.E.	Registered Professional Engineer
Shane Crowe, P.E.	Registered Professional Engineer
Joseph Nicolas, P.E.	Registered Professional Engineer
Melissa Bridges, P.E.	Registered Professional Engineer
Stefanie Hionis, P.E.	Registered Professional Engineer
Albert Nissan, P.E.	Registered Professional Engineer
Sareh Deyhimi, P.E.	Registered Professional Engineer & 1 ICC Certification
Scott Martin, P.E.	Registered Professional Engineer
David Rashé, CBO, CASp	Certified Building Official, CASp, & 11 ICC Certifications
Sandeep Ojha	Degreed Engineer & ICC Certified Plans Examiner
Madhavi Akula	Degreed Engineer & ICC Certified Plans Examiner
More than 45 Additional Plans Examiners Available	

CERTIFIED ACCESS SPECIALIST (CASp)

4LEAF has 14 Certified Access Specialists on staff. We have performed CASp inspections, plan review projects, and have consulted on numerous construction projects for accessibility questions and advice. Below is a shortened list of our ADA staff:

CASP PERSONNEL	CERTIFICATION NO.	EXPIRATION
David Rashe, CBO	CASp-213	6/23/2022
James Wiatrak, CASp	CASp-789	8/9/2023
Brent Hipsher	CASp-422	4/12/2024
Jay Shih, P.E., CBO	CASp-683	4/7/2025
Scott Johnson, S.E.	CASp-530	1/2/2023
Doug Martin	CASp-937	4/2/2023
Steven Raney	CASp-519	12/10/2022
Additional CASp Professionals Available		



FIRE PLAN REVIEW AND INSPECTION SERVICES

Our Fire team is comprised of experienced Fire Plan Reviewers, Fire Protection Engineers, Fire Marshals, and Fire Chiefs. 4LEAF's fire inspectors are all **ICC and/or OSFM Certified** and experienced working within a municipal work environment. Our fire plan review and inspection processes similarly follow the procedures and timelines outlines in our Building plan review and inspection sections. We have worked on several high-profile contracts for fire prevention services and recovery programs including:

- University of California, Davis – Fire Plan Review
- City of Folsom – Fire Plan Review
- Lathrop/Manteca Fire District – Fire Plan Review
- County of Sacramento – Fire Plan Review
- County of Placer – Fire Plan Review
- Solano County – Fire Recovery Program
- Sonoma County – Fire Recovery Program
- Town of Paradise – Fire Recovery Program
- Livermore Pleasanton Fire Department – Fire Review and Inspection Services
- City of Oakland Fire Department – Fire Plan Review Services

4LEAF can provide plan review services for all types of occupancies and construction types to ensure compliance with all adopted codes, local ordinances and state and federal laws, ordinances, regulations, and standards that pertain to Fire Life Safety Including, but not limited to:

- CA Title 24, Parts 2, 3, 4, and 9
- NFPA 13, 13R, 13D, 24, and 72
- Local amendments to the California Building and Fire Codes
- California Health and Safety Code
- Municipal Fire Standards & Municipal Codes
- National Fire Protection Referenced Standards

4LEAF is one of the Fire Life Safety industry's leaders in Plan Review Services. Our Fire Plan Review Services include:

- | | |
|--|--|
| ➤ Compliance for Site Access Requirements | ➤ Complete Fire Prevention Services |
| ➤ Compliance for Fire Flow Requirements | ➤ New Construction Inspections |
| ➤ Review of Fire Prevention, Suppression, and Detection Systems | ➤ Fire Alarm/Sprinkler Inspections |
| ➤ Sprinkler, Standpipe, Alarm, Notification Systems, and Fire Pump Code Compliance | ➤ Special Event Permits |
| ➤ Hazardous Occupancies, High Piled Storage, and Smoke Control Systems | ➤ Hazardous Materials Inspections |
| ➤ Review of Alternate Means | ➤ In-House Plan Review |
| ➤ Review of Methods Requests | ➤ Off-Site Plan Review |
| ➤ Annual Business Inspections | ➤ Code and Standards |
| | ➤ Public Education and Safety Training |



KEY FIRE REVIEW & FIRE INSPECTION PERSONNEL

4LEAF has three Fire Protection Engineers for fire review projects such as sprinklers, alarm systems, and other fire-related consulting items. Our Fire Plans Examiners and Fire Inspectors come with many years of experience and are familiar with a wide range of projects. We service various Fire Districts and Fire Departments with Inspection and Plan Review scopes as well as consulting on large construction projects. Our team includes:

FIRE PERSONNEL	REGISTRATIONS & CERTIFICATIONS
Geoff Aus	Fire Inspector, Fire Marshal, Inspector of Record
Jim Aldrich	Fire Inspector, Fire Plans Examiner
Jason Shearer	Senior Fire Inspector, Building Inspector
Jim Thompson	Fire Inspector, Fire Marshal, Fire Plans Examiner
Rebecca Lauricella	Fire Inspector
Steven Conti, FPE	Fire Inspector, Fire Marshal, Fire Plans Examiner, Fire Prevention Officer, Fire Protection Engineer (FPE)
Tom Cervantes	Fire Inspector, Fire Marshal, Fire Prevention Officer
John Riddell	Fire Inspector, Fire Plans Examiner
Loralyn Davis	Fire Plans Examiner
Nicholas Tran, FPE, ME	Fire Plans Examiner, Fire Protection Engineer, Mechanical Engineer
Robert Salgado	Senior Fire Plans Examiner
Travis Kizziar	Fire Plans Examiner
Kevin McClish, FPE	Fire Prevention Officer, Fire Protection Engineer (FPE)
Christopher Fowler, CBO	Fire Inspector II (ICC)
Gib Moush, FPE	Registered Professional Engineer, Fire Protection Engineer (FPE)
Ronald Griesinger	Fire Plans Examiner, Fire Inspector
Stuart Blakesley	Fire Plans Examiner, Fire Inspector
Brent Hipsher, CBO, CASp	Fire Inspector
Marnie Gedney, FPE	Fire Plans Examiner/Fire Inspector II/Fire Protection Engineer
25+ Additional Fire Review and Inspection Personnel	



BUILDING DEPARTMENT SERVICES

4LEAF has a proven track record of providing Permit Technician/Counter staff and Building Officials to jurisdictions. 4LEAF can deploy such staff on short notice and offer training programs for department staff, if required. Our staff encompasses the right combination of experience, education, and certifications.

Permit Technician

4LEAF Permit Technician Staff must be experienced and dedicated to serving the public at the Planning and Building Department counter. 4LEAF has numerous of Permit/Counter Technicians on staff, many who are currently assigned to Building Departments throughout the state. All staff will have the materials, resources, tools, and training required to perform the job. Typical Permit Technician duties include:

- Accepting plans for plan check
- Verification that plans are accurate and complete
- Calculating permit fees
- Explaining ordinances and procedures to owners, contractors, developers, architects, and general public
- Assisting with preparation of permit applications
- Receiving plans for Planning and Building permits and route to various agencies (if requested)
- Accepting complaints on code violations, process, and record complaints
- Answering phone calls for field and office staff
- Processing inspection requests
- Maintaining files for building permits
- Operating the Building Department's computerized information system
- Inputting a variety of information, including building permits and inspections
- Completing related duties and responsibilities as assigned by Building Official and Senior staff members

Building Official

The 4LEAF Interim Building Official can provide in-house plan reviews to the City, limiting the amount of projects distributed to outside consultants and helping the City achieve significant cost savings. The Building Official will act as an adjunct staff member to the City and work with City personnel and various departments to perform professional building services including but not limited to plan review, permit technician, building inspection, and code enforcement.

Staff qualifications for this role include evaluating and documenting projects for compliance with applicable building standards and housing codes, on- and off-site plan review, staff augmentation, and other building department related tasks. Proposed staff for this role will be appropriately trained and certified for all work.

Placement Schedule

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



PERMIT TECHNICIAN PERSONNEL

4LEAF has a proven track record of providing 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.

Permit Technician Staff	Title
Minerva Arredondo, CBO	Senior Permit Technician
Vanessa Mota	Senior Permit Technician
Damiya Haley	Senior Permit Technician
Lisa Felicano	Senior Permit Technician
Shantelle Fuentes	Senior Permit Technician
Caitlin Glasser	Senior Permit Technician
Cindy Lucas	Senior Permit Technician
Alyssa Mendoza	Senior Permit Technician
Ana Ortiz	Senior Permit Technician
Andres Torres Castaneda	Senior Permit Technician
Angelina Marquez	Senior Permit Technician
Austin Arabia	Senior Permit Technician
Danny Guan	Permit Technician
Ana Ortiz	Permit Technician
Austin Mota	Permit Technician
Betty Lopez	Permit Technician
Kendall Ripperda	Permit Technician
Carey Calvanese	Permit Technician
Paulina Santellano	Permit Technician
Crystal Zamora	Permit Technician
Nolan Miya	Permit Technician
Jose Ramirez	Permit Technician
Isabella Noden	Permit Technician
Elisha Moser	Permit Technician
Chelsey Serafino	Permit Technician
Caitlin Shannon	Permit Technician
Deisy Mendez	Permit Technician
Ana Perez	Permit Technician
Julia Warthin	Permit Technician
Deisy Mendez	Permit Technician
Danielle Hendricks	Permit Technician
Vanessa Morales	Permit Technician
Cynthia Orci	Permit Technician
Elisa Alvizar	Permit Technician
Haley Myers	Permit Technician
	More than 20 additional Permit Technicians



BUILDING INSPECTION SERVICES

4LEAF has a team of more than 200 ICC Certified Building Inspectors, OSHPD/DSA Inspectors of Record, Fire Personnel, and Construction Inspectors working on various contracts. 4LEAF has a team committed to work in the East Bay Area who will remain for the duration of projects to ensure we capture the goals and performance that have made our inspection system successful.

We maintain 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**—simply call, email, or text our assigned Management team for an immediate response. Our on-call database is utilized for all our clients for as-needed requests



Services Offered

Periodic Inspection Services → Available Next Day

4LEAF can fulfill inspection requests immediately upon request, including same day. Our firm has a wealth of local and available inspectors ready to serve the City's inspection needs. In addition, 4LEAF has a proven track record of providing such services to hundreds of municipal departments throughout the country. Once a request is made for staff/project needs, we will do our best to fulfill it within 24 hours of communication.

Part-Time Inspection Services → Available Next Day

4LEAF will provide the City with part-time inspectors upon request. We can provide part-time staff within 24 hours of request for any duration of time. Our Project Manager will work closely with the City's Community Development 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. We provide this service regularly to many clients throughout Northern California, Central Coast, Southern California, Sacramento Valley, Peninsula/South Bay,



Public Works Inspector	\$150/hour
CASp Inspection/Review	\$155/hour
OSHPD Inspection/Review	\$150/hour
Project Inspector/Inspector of Record	\$135/hour*
Project Manager	\$150/hour
Director	\$180/hour
Principal-in-Charge.....	\$185/hour
Hourly overtime charge per inspector.....	1.5 x hourly rate
Mileage (for inspections performed within the City)	IRS Rate + 20%

*Rates will be communicated with the City Management at time of request. Rates will vary based on the qualifications and experience of the personnel.

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.

BASIS OF CHARGES

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

- All invoicing will be submitted monthly.
- Staff Augmentation work (excluding plan review) is subject to 4-hour minimum charges unless stated otherwise. Services billed in 4-hour increments.
- Most plan reviews will be done in 10 business days or less and 5 business days or less for re-checks. This is not inclusive of holidays or the day of the pick-up of plans.
- Expedited reviews will be billed at 2x the plan review fee listed in the fee schedule. Return time will be within seven (7) days of receipt of the plans from the City.
- Plan review of deferred submittals & revisions will be billed at the hourly rates listed.
- All plan review services will be subject to a \$250.00 minimum fee if percentage-based fee or two (2) hour minimum charge if hourly rates apply.
- Larger complex plan reviews can be negotiated to achieve the best possible pricing.
- All plan review services will be subject to 2-hour minimum fee.
- All plan review services are billed on a percentage basis and includes the initial review and 2 rechecks.
 - Plan reviews will be billed on an hourly basis only after the initial review and 2 rechecks unless otherwise agreed upon on a case-by-case basis.
 - Fire and Civil Reviews are billed on an hourly basis and are not included in our plan review percentage.
- 4LEAF assumes that these rates reflect the 2022-2023 contract period. 3% escalation for 2023-2024, 2024-2025, and 2025-2026 is negotiable per market conditions.
- Overtime and Premium time will be charged as follows:

- Regular time (work begun after 5AM or before 4PM)	1 x hourly rate
- Nighttime (work begun after 4PM or before 5AM)	1.125 x hourly rate
- Overtime (over 8-hour M-F or Saturdays)	1.5 x hourly rate



- Overtime (over 8 hours Sat or 1st 8-hour Sun) 2 x hourly rate
- Overtime (over 8 hours Sun or Holidays) 3 x hourly rate
- Overtime will only be billed with prior authorization of the Director or other designated City personnel.
- All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
- Mileage driven during the course of Inspections will be charged at cost plus 20%.
- Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.
- Client shall pay attorneys' fees, or other costs incurred in collecting delinquent amounts.
- Client agrees that 4LEAF's liability will be limited to the value of services provided.
- In accordance with California's Meal Break and Rest Break Law requirements, Client will be billed one (1) additional hour per day at the regular rate for each missed meal or rest break due to Client-directed tasks or requirements. Client should allow 4LEAF's non-exempt, hourly employees the opportunity to take their entitled rest and meal breaks during each work shift.
- If 4LEAF is requested or otherwise required to conform to Client's alternative work week schedule ("AWW"), Client hereby agrees to compensate or reimburse 4LEAF for all overtime paid to its employees who work an AWW.

If 4LEAF's affected employment group approves an AWW election and the same is registered, the overtime compensation/reimbursement shall not be required



EXHIBIT C

NOTE: The City of Lodi is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s) to submit the required insurance documentation electronically

Insurance Requirements for Design Professionals- Architects/Engineers

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto or if Contractor has no owned autos, then hired, and non-owned autos with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limits not less than **\$2,000,000** per occurrence or claim.

Other Insurance Provisions:

- (a) Additional Named Insured Status
The City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers are to be covered as additional insureds on the CGL and auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used
- (b) Primary and Non-Contributory Insurance Endorsement
The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage **at least as broad** as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (c) Waiver of Subrogation Contractor hereby grants to City of Lodi a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Lodi by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Lodi has received a waiver of subrogation endorsement from the insurer

NOTE: (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) and (c) above: 221 West Pine Street, Lodi, California, 95240; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

- (d) Severability of Interest Clause
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability under the Contractors commercial general liability and automobile liability policies.
- (e) Notice of Cancellation or Change in Coverage Endorsement
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.

(f) Continuity of Coverage

All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Contractor shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Contractor shall provide proof of continuing insurance on at least an annual basis during the Term. If Contractor's insurance lapses or is discontinued for any reason, Contractor shall immediately notify the City and immediately obtain replacement insurance. Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

(g) Failure to Comply

If Contractor fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Contractor shall reimburse the City for premiums paid, with interest on the premium paid by the City at the maximum allowable legal rate then in effect in California. The City shall notify Contractor of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. Contractor shall pay such reimbursement and interest on the first (1st) day of the month following the City's notice. Notwithstanding any other provision of this Agreement, if Contractor fails or refuses to obtain or maintain insurance as required by this agreement, or fails to provide proof of insurance, the City may terminate this Agreement upon such breach. Upon such termination, Contractor shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.

(h) Verification of Coverage

Consultant shall furnish the City with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. **Failure to exercise this right shall not constitute a waiver of the City's right to exercise after the effective date.**

(i) Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

(j) Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the City and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

(k) Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors

(l) Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for **at least five (5) years** after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

(m) Qualified Insurer(s)

All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.

2022 PSA_4 LEAF_revised KDuggan

Final Audit Report

2022-11-24

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4 Leaf, Inc. - Extension No. 1_initialed

Final Audit Report

2024-08-01

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