



**SAN RAFAEL**  
THE CITY WITH A MISSION

**Agenda Item No: 5.c**

**Meeting Date: October 21, 2024**

## **SAN RAFAEL CITY COUNCIL AGENDA REPORT**

**Department: Community & Economic Development Department**

**Prepared by: Micah Hinkle,  
Community & Economic  
Development Director**

**City Manager Approval:**  \_\_\_\_\_

**TOPIC: ON-CALL BUILDING PLAN REVIEW AND INSPECTION CONSULTING SERVICES AGREEMENT**

**SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH 4LEAF, INC. FOR ON-CALL BUILDING PLAN REVIEW AND INSPECTION CONSULTING SERVICES IN AN AMOUNT NOT TO EXCEED \$100,000.**

### **RECOMMENDATION:**

Authorize the City Manager to enter into a Professional Services Agreement with 4LEAF, Inc., for on-call building plan review and inspection consulting services in an amount not to exceed \$100,000.

### **BACKGROUND:**

The building plan review is critical to the building permit review process and requires specialized skills, experience, and certifications. Over the past decade, the City has effectively utilized specialized consulting service providers to supplement plan reviews by City building division staff. To meet the ebbs and flows of permit and development activity, the City has utilized three consulting firms to address City needs. 4LEAF, Inc. is one of three consulting firms currently providing these services. As San Rafael continues to receive an increased number of development applications and construction applications that are more complex (multi-family housing / mixed-use commercial), the department continues to need assistance from specialized consulting firms.

### **ANALYSIS:**

4LEAF, Inc. provides building and inspection services for over 200 local jurisdictions and continues to grow and expand its services beyond California. 4LEAF, Inc. is the newest building and inspection service provider supporting the City of San Rafael, and their additional firm capacity and capabilities have supported the building department permit pipeline and staffing needs in times when there is a high volume of permits that need to be processed. This agreement is important so that staff can focus on other priorities and key objectives during peak times.

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**FOR CITY CLERK ONLY**

**Council Meeting:**

**Disposition:**

Staff is seeking to extend the on-call building plan review and inspection consulting services with 4LEAF, Inc., through December 2025, with a total contract not to exceed \$100,000. This will cover existing commitments for services and allow staff to request assistance from the firm as needed for staffing augmentation and fill short-term staffing gaps should they materialize. The Community and Economic Development (CED) Assistant Director and Chief Building Official will review and approve each project, scope of work, and cost estimates, as needed. Copies of the draft Professional Services Agreement (Attachment 1) and associated cost estimates are attached (Attachment 2).

Services from 4LEAF was sought out to supplement the other vendors because of the shortage of inspectors and, especially for, permit technicians across the industry. CEDED needs to have the flexibility to secure temporary staff on short notice as workloads ebb and flow.

**FISCAL IMPACT:**

The total not-to-exceed amount of the agreement is \$100,000. City-initiated projects would be funded through funding available appropriations within the Community and Economic Development Department's professional services budget. Services for building permit review would be paid for through developer permit fees.

**OPTIONS:**

The City Council has the following options to consider on this matter:

1. Authorize the City Manager to enter into the agreement;
2. Authorize the City Manager to enter into the agreement with modifications;
3. Direct staff to return with more information; or
4. Take no action.

**RECOMMENDED ACTION:**

Authorize the City Manager to enter into a Professional Services Agreement with 4LEAF, Inc., for on-call building plan review and inspection consulting services in an amount not to exceed \$100,000.

**ATTACHMENTS:**

1. Professional Services Agreement with 4LEAF, Inc., for on-call consulting services.
2. 4LEAF, Inc., Scope and Fee Schedule

**AGREEMENT FOR PROFESSIONAL SERVICES  
BY AND BETWEEN  
THE CITY OF SAN RAFAEL  
AND  
4 LEAF, INC.  
FOR ON CALL BUILDING CONSULTING SERVICES**

This Agreement is made and entered into as of \_\_\_\_\_ (the “Effective Date”), by and between the CITY OF SAN RAFAEL, a chartered California municipal corporation (hereinafter “**CITY**”), and 4 LEAF, INC a California corporation (hereinafter “**CONSULTANT**”). **CITY** and **CONSULTANT** may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

**RECITALS**

A. **CITY** desires to secure professional services more fully described in this Agreement, at **Exhibit A**, entitled “SCOPE OF SERVICES”; and

B. **CONSULTANT** represents that it, and its subcontractors, if any, have the professional qualifications, expertise, and necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of **CITY**; and

C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

**NOW, THEREFORE**, the parties hereby agree as follows:

**AGREEMENT**

1. **SERVICES TO BE PROVIDED.**

Except as otherwise may be expressly specified in this Agreement, **CONSULTANT** shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as “Services”) to satisfactorily complete the work required by **CITY** at its sole risk and expense. Services to be provided to **CITY** are more fully described in **Exhibit A** entitled “SCOPE OF SERVICES.” **CONSULTANT** acknowledges that the execution of this Agreement by **CITY** is predicated upon representations made by **CONSULTANT** in that certain proposal, dated September 20, 2024 (“Proposal”) set forth in **Exhibit A**, which constitutes the basis for this Agreement.

2. **COMPENSATION.**

In consideration for **CONSULTANT**’s complete performance of Services, **CITY** shall pay **CONSULTANT** for all materials provided and services rendered by **CONSULTANT** at the unit rates and rates per hour for labor, as set forth in **Exhibit A**, for a total amount not to exceed

\$100,000.

**CONSULTANT** will bill City on a monthly basis for Services provided by **CONSULTANT** during the preceding month, subject to verification by **CITY**. **CITY** will pay **CONSULTANT** within thirty (30) days of City's receipt of invoice.

**CONSULTANT** will bill City for Services provided by **CONSULTANT**, subject to verification by **CITY**. **CITY** will pay **CONSULTANT** within thirty (30) days of City's receipt of invoice.

3. **TERM OF AGREEMENT.**

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the October 21, 2024 of this Agreement and terminate on December 31, 2025.

4. **PROJECT COORDINATION.**

A. **CITY'S Project Manager.** Assistant Community Development Director/ Chief Building Official is hereby designated the PROJECT MANAGER for the **CITY** and said PROJECT MANAGER shall supervise all aspects of the progress and execution of this Agreement.

B. **CONSULTANT'S Project Director.** **CONSULTANT** shall assign a single PROJECT DIRECTOR to have overall responsibility for the progress and execution of this Agreement for **CONSULTANT**. Giovanni Caponigro, is hereby designated as the PROJECT DIRECTOR for **CONSULTANT**. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute PROJECT DIRECTOR, for any reason, the **CONSULTANT** shall notify the **CITY** within ten (10) business days of the substitution.

5. **TERMINATION.**

A. **Discretionary.** Either party may terminate this Agreement without cause upon thirty (30) days written notice mailed or personally delivered to the other party.

B. **Cause.** Either party may terminate this Agreement for cause upon fifteen (15) days written notice mailed or personally delivered to the other party, and the notified party's failure to cure or correct the cause of the termination, to the reasonable satisfaction of the party giving such notice, within such fifteen (15) day time period.

C. **Effect of Termination.** Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this Agreement without the prior written consent of the other.

D. **Return of Documents.** Upon termination, any and all **CITY** documents or materials provided to **CONSULTANT** and any and all of **CONSULTANT's** documents and materials prepared for or relating to the performance of its duties under this Agreement, shall be delivered to

**CITY** as soon as possible, but not later than thirty (30) days after termination.

6. **OWNERSHIP OF DOCUMENTS.**

The written documents and materials prepared by the **CONSULTANT** in connection with the performance of its duties under this Agreement, shall be the sole property of **CITY**. **CITY** may use said property for any purpose, including projects not contemplated by this Agreement.

7. **INSPECTION AND AUDIT.**

Upon reasonable notice, **CONSULTANT** shall make available to **CITY**, or its agent, for inspection and audit, all documents and materials maintained by **CONSULTANT** in connection with its performance of its duties under this Agreement. **CONSULTANT** shall fully cooperate with **CITY** or its agent in any such audit or inspection.

8. **ASSIGNABILITY.**

The parties agree that they shall not assign or transfer any interest in this Agreement nor the performance of any of their respective obligations hereunder, without the prior written consent of the other party, and any attempt to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

9. **INSURANCE REQUIREMENTS.**

During the term of this Agreement, and for any time period set forth in **Exhibit B**, **CONSULTANT** shall procure and maintain in full force and effect, at no cost to **CITY** insurance policies with respect to employees and vehicles assigned to the performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in **Exhibit B**.

10. **INDEMNIFICATION.**

A. Except as otherwise provided in subparagraph B of this section, **CONSULTANT** shall, to the fullest extent permitted by law, indemnify, release, defend with counsel approved by **CITY**, and hold harmless **CITY**, its officers, agents, employees and volunteers (collectively, the “**City Indemnitees**”), from and against any claim, demand, suit, judgment, loss, liability or expense of any kind, including but not limited to attorney's fees, expert fees and all other costs and fees of litigation, (collectively “**CLAIMS**”), arising out of **CONSULTANT’S** performance of its obligations or conduct of its operations under this Agreement. The **CONSULTANT's** obligations apply regardless of whether or not a liability is caused or contributed to by the active or passive negligence of the **City Indemnitees**. However, to the extent that liability is caused by the active negligence or willful misconduct of the **City Indemnitees**, the **CONSULTANT's** indemnification obligation shall be reduced in proportion to the **City Indemnitees’** share of liability for the active negligence or willful misconduct. In addition, the acceptance or approval of the **CONSULTANT’S** work or work product by the **CITY** or any of its directors, officers or employees shall not relieve or reduce the **CONSULTANT’S** indemnification obligations. In the

event the **City Indemnitees** are made a party to any action, lawsuit, or other adversarial proceeding arising from **CONSULTANT'S** performance of or operations under this Agreement, **CONSULTANT** shall provide a defense to the **City Indemnitees** or at **CITY'S** option reimburse the **City Indemnitees** their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims.

B. Where the services to be provided by **CONSULTANT** under this Agreement are design professional services to be performed by a design professional as that term is defined under Civil Code Section 2782.8, then, to the extent permitted by law including without limitation, Civil Code sections 2782, 2782.6 and 2782.8, **CONSULTANT** shall indemnify and hold harmless the **CITY** and its officers, officials, and employees (collectively **City Indemnitees**) from and against damages, liabilities or costs (including incidental damages, Court costs, reasonable attorney's fees as may be determined by the Court, litigation expenses and fees of expert witnesses incurred in connection therewith and costs of investigation) to the extent they are caused by the negligence, recklessness, or willful misconduct of **CONSULTANT**, or any subconsultants, or subcontractor or anyone directly or indirectly employed by them, or anyone for whom they are legally liable (collectively Liabilities). Such obligation to hold harmless and indemnify any indemnity shall not apply to the extent that such Liabilities are caused in part by the negligence or willful misconduct of such City Indemnitee.

C. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement, and shall survive the termination or completion of this Agreement for the full period of time allowed by law.

11. **NONDISCRIMINATION.**

**CONSULTANT** shall not discriminate, in any way, against any person on the basis of age, sex, race, color, religion, ancestry, national origin or disability in connection with or related to the performance of its duties and obligations under this Agreement.

12. **COMPLIANCE WITH ALL LAWS.**

**CONSULTANT** shall observe and comply with all applicable federal, state and local laws, ordinances, codes and regulations, in the performance of its duties and obligations under this Agreement. **CONSULTANT** shall perform all services under this Agreement in accordance with these laws, ordinances, codes and regulations. **CONSULTANT** shall release, defend, indemnify and hold harmless **CITY**, its officers, agents and employees from any and all damages, liabilities, penalties, fines and all other consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

13. **NO THIRD PARTY BENEFICIARIES.**

**CITY** and **CONSULTANT** do not intend, by any provision of this Agreement, to create in any third party, any benefit or right owed by one party, under the terms and conditions of this Agreement, to the other party.

14. NOTICES.

All notices and other communications required or permitted to be given under this Agreement, including any notice of change of address, shall be in writing and given by personal delivery, or deposited with the United States Postal Service, postage prepaid, addressed to the parties intended to be notified. Notice shall be deemed given as of the date of personal delivery, or if mailed, upon the date of deposit with the United States Postal Service. Notice shall be given as follows:

To **CITY**'s Project Manager:

Don Jeppson, Asst. CED Director/  
Chief Building Official  
1400 Fifth Avenue  
San Rafael, CA 94901

To **CONSULTANT**'s Project Director:

Director: Giovanni Caponigro,  
Business Development Associate  
2126 Rheem Drive  
Pleasanton, CA 94588

15. INDEPENDENT CONTRACTOR.

For the purposes, and for the duration, of this Agreement, **CONSULTANT**, its officers, agents and employees shall act in the capacity of an Independent Contractor, and not as employees of the **CITY**. **CONSULTANT** and **CITY** expressly intend and agree that the status of **CONSULTANT**, its officers, agents and employees be that of an Independent Contractor and not that of an employee of **CITY**.

16. ENTIRE AGREEMENT -- AMENDMENTS.

A. The terms and conditions of this Agreement, all exhibits attached, and all documents expressly incorporated by reference, represent the entire Agreement of the parties with respect to the subject matter of this Agreement.

B. This written Agreement shall supersede any and all prior agreements, oral or written, regarding the subject matter between the **CONSULTANT** and the **CITY**.

C. No other agreement, promise or statement, written or oral, relating to the subject matter of this Agreement, shall be valid or binding, except by way of a written amendment to this Agreement.

D. The terms and conditions of this Agreement shall not be altered or modified except by a written amendment to this Agreement signed by the **CONSULTANT** and the **CITY**.

E. If any conflicts arise between the terms and conditions of this Agreement, and the terms and conditions of the attached exhibits or the documents expressly incorporated by reference, the terms and conditions of this Agreement shall control.

17. SET-OFF AGAINST DEBTS.

**CONSULTANT** agrees that **CITY** may deduct from any payment due to **CONSULTANT** under this Agreement, any monies which **CONSULTANT** owes **CITY** under any ordinance, agreement, contract or resolution for any unpaid taxes, fees, licenses, assessments, unpaid checks or other amounts.

18. WAIVERS.

The waiver by either party of any breach or violation of any term, covenant or condition of this Agreement, or of any ordinance, law or regulation, shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, law or regulation, or of any subsequent breach or violation of the same or other term, covenant, condition, ordinance, law or regulation. The subsequent acceptance by either party of any fee, performance, or other consideration which may become due or owing under this Agreement, shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, condition, covenant of this Agreement or any applicable law, ordinance or regulation.

19. COSTS AND ATTORNEY'S FEES.

The prevailing party in any action brought to enforce the terms and conditions of this Agreement, or arising out of the performance of this Agreement, may recover its reasonable costs (including claims administration) and attorney's fees expended in connection with such action.

20. CITY BUSINESS LICENSE / OTHER TAXES.

**CONSULTANT** shall obtain and maintain during the duration of this Agreement, a **CITY** business license as required by the San Rafael Municipal Code, and **CONSULTANT** shall pay any and all state and federal taxes and any other applicable taxes. **CITY** shall not be required to pay for any work performed under this Agreement, until **CONSULTANT** has provided **CITY** with a completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification).

21. SURVIVAL OF TERMS.

Any terms of this Agreement that by their nature extend beyond the term (or termination) of this Agreement shall remain in effect until fulfilled and shall apply to both Parties' respective successors and assigns.

22. APPLICABLE LAW.

The laws of the State of California shall govern this Agreement.

23. COUNTERPARTS AND ELECTRONIC SIGNATURE.

This Agreement may be executed by electronic signature and in any number of counterparts,



each of which shall be deemed an original, but all of which together shall constitute one document. Counterpart signature pages may be delivered by telecopier, email or other means of electronic transmission.

*[Signatures are on the following page.]*

DRAFT

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day, month and year first above written.

**CITY OF SAN RAFAEL:**

**CONSULTANT:**

\_\_\_\_\_  
CRISTINE ALILOVICH, City Manager

APPROVED AS TO FORM:  
**Office of the City Attorney**

\_\_\_\_\_  
By: ROBERT F. EPSTEIN, City Attorney

ATTEST:  
**City Clerk**

\_\_\_\_\_  
LINDSAY LARA, City Clerk

\_\_\_\_\_  
By:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

[If CONSULTANT is a corporation, add  
signature of second corporate officer]

\_\_\_\_\_  
By:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

**EXHIBIT A**  
**SCOPE OF SERVICES**

The Services to be performed for **CITY** by **CONSULTANT** under this Agreement are more fully described in **CONSULTANT's** proposal, which is attached to this Exhibit A.

## **EXHIBIT B**

### **INSURANCE REQUIREMENTS**

During the term of this Agreement, and for any time period set forth below, **CONSULTANT** shall procure and maintain in full force and effect, at no cost to **CITY** insurance policies with respect to employees and vehicles assigned to the performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in this Exhibit B.

A. **Scope of Coverage.** During the term of this Agreement, **CONSULTANT** shall maintain, at no expense to **CITY**, the following insurance policies:

1. **Commercial general liability.** A commercial general liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, for death, bodily injury, personal injury, or property damage.

2. **Automobile liability.** An automobile liability (owned, non-owned, and hired vehicles) insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence.

3. **Professional liability.** If any licensed professional performs any of the services required to be performed under this Agreement, a professional liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, to cover any claims arising out of the **CONSULTANT's** performance of services under this Agreement. Where **CONSULTANT** is a professional not required to have a professional license, **CITY** reserves the right to require **CONSULTANT** to provide professional liability insurance pursuant to this section.

4. **Workers' compensation.** If it employs any person, **CONSULTANT** shall maintain workers' compensation insurance, as required by the State of California, with statutory limits, and employer's liability insurance with limits of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease. **CONSULTANT's** workers' compensation insurance shall be specifically endorsed to waive any right of subrogation against **CITY**.

B. **Other Insurance Requirements.** The insurance coverage required of the **CONSULTANT** in subparagraph A of this section above shall also meet the following requirements:

1. Except for professional liability insurance or workers' compensation insurance, the insurance policies shall be specifically endorsed to include the **CITY**, its officers, agents, employees, and volunteers, as additional insureds (for both ongoing and completed operations) under the policies.

2. The additional insured coverage under **CONSULTANT's** insurance policies shall be "primary and noncontributory" with respect to any insurance or coverage maintained by **CITY** and shall not call upon **CITY's** insurance or self-insurance coverage for any contribution. The "primary and noncontributory" coverage in **CONSULTANT'S** policies shall be at least as broad as

3. Except for professional liability insurance or workers' compensation insurance, the insurance policies shall include, in their text or by endorsement, coverage for contractual liability and personal injury.

4. By execution of this Agreement, **CONSULTANT** hereby grants to **CITY** a waiver of any right to subrogation which any insurer of **CONSULTANT** may acquire against **CITY** by virtue of the payment of any loss under such insurance. **CONSULTANT** agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not **CITY** has received a waiver of subrogation endorsement from the insurer.

5. If the insurance is written on a Claims Made Form, then, following termination of this Agreement, said insurance coverage shall survive for a period of not less than five years.

6. The insurance policies shall provide for a retroactive date of placement coinciding with the Effective Date of this Agreement.

7. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of **CITY** (if agreed to in a written contract or agreement) before **CITY'S** own insurance or self-insurance shall be called upon to protect it as a named insured.

8. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to **CITY** or any other additional insured party. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the **CONSULTANT** under this Agreement.

9. **CONSULTANT** agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by **CONSULTANT**, provide the same minimum insurance coverage required of **CONSULTANT**, except as with respect to limits. **CONSULTANT** agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. **CONSULTANT** agrees that upon request by **CITY**, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the performance of Services will be submitted to **CITY** for review.

10. **CONSULTANT** agrees to be responsible for ensuring that no contract used by any party involved in any way with the Services reserves the right to charge **CITY** or **CONSULTANT** for the cost of additional insurance coverage required by this Agreement. Any

such provisions are to be deleted with reference to **CITY**. It is not the intent of **CITY** to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against **CITY** for payment of premiums or other amounts with respect thereto.

C. **Deductibles and SIR's.** Any deductibles or self-insured retentions in **CONSULTANT's** insurance policies must be declared to and approved by the **CITY** and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or **CITY** or other additional insured party. At **CITY's** option, the deductibles or self-insured retentions with respect to **CITY** shall be reduced or eliminated to **CITY's** satisfaction, or **CONSULTANT** shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.

D. **Proof of Insurance.** **CONSULTANT** shall provide to the PROJECT MANAGER all of the following: (1) Certificates of Insurance evidencing the insurance coverage required in this Agreement; (2) a copy of the policy declaration page and/or endorsement page listing all policy endorsements for the commercial general liability policy, and (3) excerpts of policy language or specific endorsements evidencing the other insurance requirements set forth in this Agreement. **CITY** reserves the right to obtain a full certified copy of any insurance policy and endorsements from **CONSULTANT**. Failure to exercise this right shall not constitute a waiver of the right to exercise it later. The insurance shall be approved as to form and sufficiency by the **CITY**.

## **EXHIBIT A**

### **SCOPE OF SERVICES**

**CONSULTANT** shall provide professional services for the review of proposed building plans for conformance to regulations contained in the state mandated building, energy, plumbing, mechanical and electrical codes, as these codes are adopted by the CITY.

The **CONSULTANT** services for this review shall include the following scope: Plan Review:

- Provide the CITY with a typed list of items needing clarification or change to achieve conformance with the above regulations.
- Perform all necessary liaisons with the applicant's designee and perform all necessary rechecks to achieve conformance to the regulations.
- Perform all necessary liaison with the Chief Building Official or his designee, to ensure compliance with compliance with local policy interpretations related to subject reviews.
- Perform plan review on revisions to plans that have previously been approved for permit issuance.

In addition, the **CONSULTANT** shall be available to provide the following services on an "as needed" basis:

- Provide qualified, certified building inspector(s) capable of performing light commercial or residential inspections.
- Provide qualified, certified permit technicians capable of performing essential duties.
- Provide a qualified individual to perform residential and light commercial plan review plan review and permit service.
- Perform extra work when requested in writing by the CITY.

Further, **CONSULTANT** agrees to provide adequate resources to achieve the following service delivery goals for timely performance of the work over which the **CONSULTANT** has decision authority:

<b>Project Type</b>	<b>Service Goal</b>
New or remodeled, low-rise residential construction or additions	Complete initial review within 10 working days
Light commercial new construction, additions and tenant improvements	Complete initial review within 10 working days
Large commercial or residential multifamily new construction projects	Complete initial review within 15 working days
Rechecks	Complete review within 7 working days



## FY2024-2025 FEE SCHEDULE & BASIS OF CHARGES

**FOR THE CITY OF SAN RAFAEL**  
All Rates are Subject to Basis of Charges

PLAN REVIEW COST STRUCTURE	NOTES
<p>Plan Review Percentage: 65%</p> <p>Public Improvement Review Percentage: 50%</p> <p>Hourly Plan Review: \$140 Non-Structural Review \$160 Structural Review</p> <p>MWELo Landscape Plan Review Package (initial review and coordination, 1 recheck, and certificate of completion parts 1-6): \$980</p>	<p>Fee includes:</p> <ul style="list-style-type: none"> <li>➤ Initial review and two (2) rechecks. Hourly charges apply after three (3) or more rechecks.</li> <li>➤ Shipping, courier, and electronic service.</li> </ul>

Permit Manager.....	\$120/hour
Senior Permit Technician.....	\$100/hour
Permit Technician.....	\$90/hour
Clerk/Administrator.....	\$80/hour
Chief Building Official.....	\$170/hour
Senior Combination Building Inspector (Building Inspector III).....	\$135/hour
Commercial Building Inspector (Building Inspector II).....	\$115/hour
Residential Building Inspector (Building Inspector I).....	\$98/hour
Civil Plan Review (Grading, Improvement Plans).....	\$170/hour
Structural Plan Review Engineer.....	\$160/hour
Non-Structural Plans Examiner.....	\$140/hour
Fire Prevention Officer.....	\$155/hour
Fire Protection Engineer (FPE).....	\$205/hour
Fire Plans Examiner.....	\$145/hour
Fire Inspector II.....	\$125/hour
Fire Inspector I.....	\$115/hour
Inspector of Record.....	\$160/hour
Public Works Inspector.....	\$155/hour
DSA Class 1 / OSHPD A Inspector.....	\$155/hour
DSA Class 2 / OSHPD B Inspector.....	\$115/hour
DSA Class 3 / OSHPD C Inspector.....	\$105/hour
Certified Access Specialist (CAsp).....	\$170/hour
GoFormz Software.....	\$50/user monthly
Hourly overtime charge per inspector.....	1.5 x hourly rate
Mileage (for inspections performed within the City).....	IRS Rate + 20%



**FEE SCHEDULE****FY2024-2025 FEE SCHEDULE & BASIS OF CHARGES****FOR THE CITY OF SAN RAFAEL**

All Rates are Subject to Basis of Charges

PLAN REVIEW COST STRUCTURE	NOTES
Plan Review Percentage: 65%	Fee includes:
Public Improvement Review Percentage: 50%	➤ Initial review and two (2) rechecks. Hourly charges apply after three (3) or more rechecks.
Hourly Plan Review: \$140 Non-Structural Review	➤ Shipping, courier, and electronic service.
\$160 Structural Review	
MWEL0 Landscape Plan Review Package (initial review and coordination, 1 recheck, and certificate of completion parts 1-6): \$980	

**Building & Fire**

Permit Manager.....	\$120/hour
Senior Permit Technician.....	\$100/hour
Permit Technician.....	\$90/hour
Clerk/Administrator.....	\$80/hour
Chief Building Official.....	\$170/hour
Senior Combination Building Inspector (Building Inspector III).....	\$135/hour
Commercial Building Inspector (Building Inspector II).....	\$115/hour
Residential Building Inspector (Building Inspector I).....	\$98/hour
Civil Plan Review (Grading, Improvement Plans).....	\$170/hour
Structural Plan Review Engineer.....	\$160/hour
Non-Structural Plans Examiner.....	\$140/hour
Fire Prevention Officer.....	\$155/hour
Fire Protection Engineer (FPE).....	\$205/hour
Fire Plans Examiner.....	\$145/hour
Fire Inspector II.....	\$125/hour
Fire Inspector I.....	\$115/hour
Inspector of Record.....	\$160/hour
Public Works Inspector.....	\$155/hour
DSA Class 1 / OSHPD A Inspector.....	\$155/hour
DSA Class 2 / OSHPD B Inspector.....	\$115/hour
DSA Class 3 / OSHPD C Inspector.....	\$105/hour
Certified Access Specialist (CAsp).....	\$170/hour
GoFormz Software.....	\$50/user monthly
Hourly overtime charge per inspector.....	1.5 x hourly rate
Mileage (for inspections performed within the City).....	IRS Rate + 20%



## 4LEAF, INC.

ENGINEERING · CONSTRUCTION MANAGEMENT  
PLAN CHECK · BUILDING INSPECTION · PLANNING

- Overtime (over 8-hour M-F or Saturdays) 1.5 x hourly rate
- Overtime (over 8 hours Sat or 1<sup>st</sup> 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 designated City personnel.
- All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
- 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 time 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.
- 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.

### **BASIS OF CHARGES – PREVAILING WAGE**

- Rates shown assume the projects will require compliance with California Prevailing Wage rate requirements and assumes the Client will be filing a PWC-100 Form to the California Department of Industrial Relations (DIR) for the projects.
- Rates for prevailing wage categories are subject to annual escalations in accordance with the bi-annual wage determinations from the California DIR.
- Per the new requirements being enforced under SB 854 and because it is assumed that a PWC-100 Form will be filed by the Client to the CA DIR for each project, 4LEAF is required to notify an authorized Apprenticeship Committee through submittal of a DAS-140 form. We are then required to make an official request to an authorized Apprenticeship Committee for an apprentice by submitting a DAS-142 form. We are not assured the apprenticeship committee will be able to provide a suitable / qualified apprentice for the project. Per the apprenticeship requirements, the hours worked by the apprentice must be in a ratio of 1:5 for apprentice to journeyman hours. 4LEAF will not know the labor classification of the Public Works Apprentice until an Apprentice is dispatched to the site; therefore, the rates for the five Periods listed under the California DIR's Wage determination for Building Construction Inspector were used to determine the range of hourly rates for Public Works Inspector Apprentice.
- Pre-approved Overtime and Premium hours for labor categories subject to Prevailing Wage requirements will be charged per the following:
  - Nighttime (work begun after 4PM or before 5AM) 1.125 x hourly rate
  - Overtime (over 8 hour M-F or Saturdays) 1.35 x hourly rate
  - Overtime (over 8 hours Sat or 1<sup>st</sup> 8 hour Sun) 1.85 x hourly rate
  - Overtime (over 8 hours Sun or Holidays) 2.35 x hourly rate
- All invoicing will be submitted monthly.
- All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
- 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 time 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.



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- Subconsultant Invoices will be assessed a 10% Administrative Processing Fee.
- Project-related mileage for inspections will be billed at the allowable IRS Rate.
- 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.