



**SAN RAFAEL CITY COUNCIL AGENDA REPORT**

**Department: Public Works**

**Prepared by: Bill Guerin,  
Director of Public Works**

**City Manager Approval:** 

File No.: 06.01.245

**TOPIC: FIRE STATION 54 & 55 – INSPECTION OF RECORD SERVICES**

**SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH 4LEAF, INC. FOR INSPECTION OF RECORD SERVICES RELATED TO PHASE 2 ESSENTIAL FACILITIES PROJECTS - FIRE STATION 54 AND 55 IN THE AMOUNT OF \$126,100**

**RECOMMENDATION:** Adopt a resolution approving and authorizing the City Manager to execute the professional services agreement with 4LEAF, Inc. (“4LEAF”) to provide Inspection of Record Services for Fire Station 54 and 55 Project, in an amount not to exceed \$126,100.

**BACKGROUND:**

On November 5, 2013, Measure E passed extending the existing one-half percent local sales tax and increasing the rate by one-quarter percent to provide funding that can be used to preserve essential city services. The City has since used those resources to plan, design, construct and manage two new stand-alone fire stations, 52 and 57, and a new Public Safety Center (PSC) that incorporates Fire Station 51. These three projects are collectively referred to as “Phase 1” of the City’s Essential Facilities Program. They have all been successfully completed, occupied and are operational. The Essential Facilities program also includes the design, construction, and management of Fire Stations 54 and 55 referred to as “Phase 2”.

On October 18, 2021, the City Council adopted Resolution No. [14988](#) awarding the construction contract for the Fire Station 54 and 55 Project to Wickman Development and Construction.

**ANALYSIS:**

Essential Facilities require that various inspection tasks be performed to ensure that the buildings comply with Code and that they remain available during and after seismic, or other, destructive events occur.

An “Inspector of Record” is required to ensure overall quality of the work and to ensure that the project is constructed according to plans and specifications.

On November 1, 2021, Public Works solicited statements of qualifications for Inspection of Record services. The City did not receive any proposal for Inspection of Record Services.

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**FOR CITY CLERK ONLY**

**Council Meeting:**

**Disposition:**

On December 6, 2021, a second request for qualifications was sent out to seven firms. Again, no proposals were received.

Staff solicited proposals individually and on December 17, 2021, 4LEAF submitted a statement of qualifications and confirmed having the necessary staffing capacity to service the Fire Station 54 and 54 inspection of record needs. 4LEAF's submission was evaluated by City staff based on criteria specified in the request for qualifications. These criteria included expertise in the work to be performed, prior experience with similar projects, qualified personnel, response times, and references. Staff determined that 4LEAF met the necessary qualifications to provide the necessary services for the project.

4LEAF submitted a proposal to perform these services for a not-to-exceed amount of \$126,100 (Attachment 3). Staff recommends authorizing the City Manager to execute the agreement with 4LEAF for Inspection of Record services in the form attached as Attachment 2 to this report, subject to final approval as to form by the City Attorney.

**FISCAL IMPACT:** These funds will be appropriated from the portion of Measure E revenues allocated to public safety facilities construction and improvements.

**OPTIONS:**

1. Adopt a resolution authorizing the City Manager to execute a professional services agreement with 4LEAF, Inc. related to the provision of Inspection of Record services concerning Fire Stations 54 and 55, in the amount not to exceed \$126,100.
2. Do not adopt the resolution and provide direction to staff.

**RECOMMENDED ACTION:** Adopt a resolution authorizing the City Manager to execute the professional services agreement with 4LEAF.

**ATTACHMENTS:**

1. Resolution Authorizing the City Manager to Execute a Professional Services Agreement with 4LEAF for Inspection of Record Related to Phase 2 Essential Facilities Projects - Fire Station 54 and 55, in the Amount of \$126,100.
2. Professional Services Agreement with 4LEAF for Inspection of Record for the Fire Stations 54 and 55 Renovation Project
3. Proposal – Exhibit “A” to Professional Services Agreement.

## RESOLUTION NO.

### RESOLUTION OF THE SAN RAFAEL CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH 4LEAF, INC. FOR INSPECTION OF RECORD SERVICES RELATED TO PHASE 2 ESSENTIAL FACILITIES PROJECTS - FIRE STATION 54 AND 55 IN THE AMOUNT OF \$126,100

**WHEREAS**, in November 2013, the local voters passed Measure E extending the existing one-half percent local sales tax and increasing the rate by one-quarter percent to provide funding to preserve essential city services. This tax supplanted the former, one-half cent transactions and use tax (Measure S), effective April 1, 2014; and

**WHEREAS**, the City has since used those resources to plan, design, construct and manage two new stand-alone fire stations, 52 and 57, and a new Public Safety Center (PSC) that incorporates Fire Station 51. These three projects, collectively referred to as "Phase 1" of the City's Essential Facilities Program, have successfully been completed and occupied; and

**WHEREAS**, the Essential Facilities program also includes the design, construction and management of Fire Stations 54 and 55 referred to as "Phase 2"; and

**WHEREAS**, the City successfully bid the Fire Station 54 and 55 Project and has awarded the construction contract to the lowest responsible bidder; and

**WHEREAS**, Essential Facilities require that various inspection tasks be performed to ensure that the buildings are in compliance with Code and that they remain available during and after seismic and other destructive events occur; and

**WHEREAS**, on November 1, 2021, Public Works solicited statements of qualifications Inspection of Record Services and did not receive any responses; and

**WHEREAS**, on December 6, 2021, Public Works solicited statements of qualifications a second time, from seven firms; and

**WHEREAS**, on December 17, 2021, a statement from 4LEAF, Inc. was received and evaluated by City staff based on the criteria specified in the request for qualifications; and these criteria included expertise in the work to be performed, prior experience with similar projects, qualified personnel, response times, and references; and

**WHEREAS**, 4LEAF, Inc. has been selected as the most qualified firm to provide the necessary services for the Project;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of San Rafael as follows:

1. The City Manager is hereby authorized to execute a Professional Services Agreement with 4LEAF, Inc. in the form included with the staff report for this resolution, subject to final approval as to form by the City Attorney, for necessary inspection of record services in the amount of \$126,100.
2. Funds totaling \$126,100 will be appropriated for City Project No. 11394 and 11395 from the Essential Facilities Capital Projects Fund (#420).

**I, LINDSAY LARA**, Clerk of the City of San Rafael, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of said City held on Monday, the 7<sup>th</sup> day of February 2022 by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

Lindsay Lara, City Clerk

**AGREEMENT FOR PROFESSIONAL SERVICES**

**FOR FIRE STATION 54 & 55 INSPECTION OF RECORD SERVICES**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the CITY OF SAN RAFAEL (hereinafter "**CITY**"), and 4LEAF, INC., a corporation authorized to do business in California (hereinafter "**CONSULTANT**").

**RECITALS**

**WHEREAS**, the **CITY** requires Inspector of Record services for Fire Stations 54 and 55; and

**WHEREAS**, the **CONSULTANT** has agreed to render such services.

**AGREEMENT**

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

1. **PROJECT COORDINATION.**

A. **CITY'S Project Manager.** Fabiola Guillen-Urfer 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**. Nicoleta Leontiades 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.

2. **DUTIES OF CONSULTANT.**

**CONSULTANT** shall perform the duties and/or provide services as outlined in **CONSULTANT's** proposal, dated January 13, 2022, (based on City Request for Proposals for Inspector of Record Services dated December 3, 2021 incorporated herein by reference) marked as Exhibit A, attached hereto and incorporated herein.

3. **DUTIES OF CITY.**

**CITY** shall pay the compensation as provided in Paragraph 4, and perform the duties as follows outlined in Exhibit A.

4. COMPENSATION.

For the full performance of the services described herein by **CONSULTANT**, **CITY** shall pay **CONSULTANT** on an hourly rate basis for services rendered in accordance with the rates shown in Exhibit A, for a total not-to-exceed amount of \$126,100.

Payment will be made monthly upon receipt by PROJECT MANAGER of itemized invoices submitted by **CONSULTANT**.

5. TERM OF AGREEMENT.

The term of this Agreement shall be for 18 months commencing upon date of execution of this agreement. Upon mutual agreement of the parties, and subject to the approval of the City Manager the term of this Agreement may be extended for an additional period of up to one year.

6. 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.

7. 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.

8. 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.

9. 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.

10. INSURANCE.

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

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

3. 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. If it employs any person, **CONSULTANT** shall maintain worker's 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** worker's 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 worker's 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 ISO form CG20 01 04 13.

3. Except for professional liability insurance or worker’s 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.

**C. Deductibles and SIR’s.** Any deductibles or self-insured retentions in **CONSULTANT’S** insurance policies must be declared to and approved by the PROJECT MANAGER and City Attorney 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 or **CITY’S** City Attorney 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 PROJECT MANAGER and the City Attorney.

11. INDEMNIFICATION.

A. Except as otherwise provided in Paragraph B., **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.

12. 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.

13. 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.

14. 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.

15. 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 <b>CITY</b> 's Project Manager:	Fabiola Guillen-Urfer City of San Rafael 111 Morphew Street San Rafael, CA 94901
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TO <b>CONSULTANT</b> 's Project Director:	Craig Tole 4LEAF 2126 Rheem Drive Pleasanton, CA 94588
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16. 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**.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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 **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).

22. 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.

23. APPLICABLE LAW.

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

24. COUNTERPARTS AND ELECTRONIC SIGNATURE.

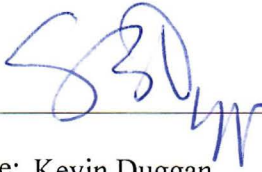
This Agreement may be executed by electronic signature and in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one document. Counterpart signature pages may be delivered by telecopier, email or other means of electronic transmission.

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

**CITY OF SAN RAFAEL**

**CONSULTANT : 4LEAF, Inc.**

\_\_\_\_\_  
JIM SCHUTZ, City Manager

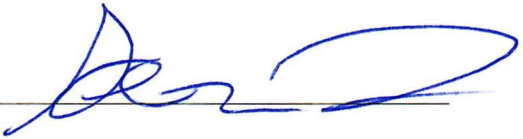
By:   
Name: Kevin Duggan  
Title: President / Secretary

ATTEST:

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

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

APPROVED AS TO FORM:

By:   
Name: Gene Barry  
Title: Vice-President

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



City of San Rafael  
Public Works Department  
ATTN: Fabiola Guillen-Urfer  
1400 Fifth Avenue  
San Rafael, CA 94901

January 13, 2022

**RE: Cost Proposal to Provide Inspector of Record Services - Fire Stations 54 & 55.**

Dear Ms. Guillen-Urfer,

4LEAF, Inc. (4LEAF) is pleased that the City of San Rafael (City) has preliminarily chosen us to provide Inspector of Record services for Fire Stations 54 and 55. We have 20+ years of experience performing the requested services and have served approximately 300 public and private clients. We believe we are a strong choice for the following reasons:

**Qualified Team**

4LEAF proposes Nick Henderson, CBO as the Inspector of Record to perform services for this project. Nick is a highly experienced ICC Certified Building Official with over 40 years of industry experience. He has extensive knowledge of municipal, building, electrical, mechanical, plumbing, zoning, fire, sanitation, and related California Title 24 and Title 25 codes. Nick recently completed the \$400 Million Great Wolf Lodge in Manteca, CA as the Inspector of Record. This project took more than two years and Nick worked closely with Turner construction and City representatives to ensure code compliance in a timely fashion.

**Option 2**

4LEAF also proposes Michael Williams as an Inspector of Record option. Michael is selected to be the On-site IOR in 2023 for the \$1.5 Billion Munger Student Housing project for UCSB. Michael will manage the prefabrication inspections produced in Woodland which includes the majority of the construction built prior to transportation to the University site in Santa Barbara. Michael will coordinate with the on-site team to make sure the construction is in conformance with the plans and specifications as well as the California Building Code for this 11-story structure.

**Leadership**

The contract with the City of San Rafael will be managed by Craig Tole. Craig has 16 years of project management experience and will dedicate his time and resources to fulfilling the project needs communicated by the City. Craig will also manage the document control aspects of the Agreement to ensure the City has detailed reports of daily activity.

**Budget**

We propose a **NTE fee of \$126,100** for the work required to complete Fire Stations 54 and 55 over the course of 12 months. Our hourly rates are included in a separate Fee Schedule, which reflect any and all anticipated fees. We understand that the final contract price might be negotiated.

**Contact**

Project Manager	President	4LEAF Headquarters
Craig Tole Office: (925) 462-5959 Mobile: (925) 580-4055 Email: <a href="mailto:CTole@4leafinc.com">CTole@4leafinc.com</a>	Kevin J. Duggan Office: (925) 462-5959 Mobile: (925) 250-7602 Email: <a href="mailto:KDuggan@4leafinc.com">KDuggan@4leafinc.com</a>	2126 Rheem Drive Pleasanton, CA 94588 Office: (925) 462-5959 Website: <a href="http://4LEAFINC.COM">4LEAFINC.COM</a>

As requested by the City, we have included a NTE Task Order Proposal in addition to this Cover Letter. Should you have any questions, please do not hesitate to contact us.

Respectfully submitted,



Kevin J. Duggan  
President



Craig Tole  
Project Manager



**4LEAF, INC.**

ENGINEERING . CONSTRUCTION MANAGEMENT  
PLAN CHECK . BUILDING INSPECTION . PLANNING

## Task Order: Inspector of Record for Fire Stations 54 & 55

**Date:** 01/12/22  
**4LEAF Job #:** P4711  
**4LEAF Principal:** Craig Tole  
**Project(s):** **Inspector of Record for City of San Rafael Fire Stations 54 & 55**  
**Contract #:** TBD  
**Task Order #:** TBD

ITEM: I	ESTIMATED HOURS	UNIT PRICE	ESTIMATED TOTAL
<b>Inspector of Record for Fire Stations 54 &amp; 55</b>			
Inspector of Record - Nick Henderson, CBO	832	\$140	\$116,480
Project Management - Craig Tole/Traci Caton	52	\$185	\$9,620
<b>Preliminary Sub-Total of Services provided by 4LEAF</b>			<b>\$126,100</b>
<b>Preliminary Estimated Fees</b>			<b>\$126,100</b>
<b>Project Management Mark-up N/A</b>			<b>\$0</b>
<b>Total Preliminary Estimated Fees</b>			<b>\$126,100</b>

*Estimate is seeking a task order contract for Fire Stations 54 & 55. 4LEAF will utilize the appropriate rate from the scopes proposed.*

*Estimate is based on City's request for an IOR 16 hours a week for 52 weeks, with 1 hour of PM services per week.*

*Services include Inspector of Record for the City's Fire Stations 54 and 55. 4LEAF will provide PM oversight with reporting functions.*

*This is a straight time estimate. 4LEAF will bill on a time and materials basis Per the Terms and Conditions of 4LEAF's Fee Schedule.*

*Should overtime be required by client, 4LEAF will bill 1.5x the hourly rate for Overtime work, upon request. Staff subject to change with approval from client.*