

## ITEM 4.9

### **CITY MANAGER'S REPORT SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING**

**ITEM:** **APPROVAL OF TASK ORDER NO. 24 WITH 4LEAF, INC., FOR INTERIM CHIEF BUILDING OFFICIAL CONSULTING SERVICES**

**RECOMMENDATION:** **Adopt Resolution Approving Task Order No. 24 to provide Interim Chief Building Official Consulting Services, Pursuant to Master Consulting Agreement dated September 21, 2015 with 4Leaf, Inc.**

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#### **SUMMARY:**

On September 21, 2015, City Council approved a Master Professional Services Consulting Agreement with 4Leaf Inc. (4Leaf), for various professional services in the Building Division. On May 13, 2019, City Council approved an extension to the Master Professional Services Consulting Agreement through June 30, 2021. On March 8, 2021, City Council approved Amendment No. 3, extending the Master Agreement expiration date to June 30, 2023, and allow future task orders.

Due to the continued increase in construction activity related to capital improvement, private land development, residential, commercial, and industrial projects, staff requested a proposal from 4Leaf to provide continued professional services in the Building Division.

Staff recommends City Council approve Task Order No. 24 with 4Leaf, to provide continued professional consultant services in the capacity of an Interim Chief Building Official.

#### **BACKGROUND:**

The Chief Building Official position oversees the day-to-day functions of the Building Division. The external recruiting environment for this position is very competitive and it has become difficult to find a fully qualified and certified candidate. Considering the current residential, commercial, and industrial development projects taking place within the City, it is necessary to utilize the services of a professional consultant for this position on an interim basis while recruiting.

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**SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING**  
**APPROVE TASK ORDER NO. 24 WITH 4LEAF, INC., FOR INTERIM CHIEF**  
**BUILDING OFFICIAL CONSULTING SERVICES**

Below is a summary of approved task orders to date:

Task Order No.	Date Approved	Work Scope Description
1,2	09/21/15	Staff Augmentation, Plan Check Services
3	07/18/16	Plan Check Services
4	10/17/16	Plan Check Services
5	12/05/16	Inspection Services
6-7	06/19/17	Plan Check / Inspection Services
8	01/29/18	Chief Building Official
9	06/11/18	Chief Building Official
10	06/21/18	Inspection Services
11	10/08/18	Plan Check Services
12-13	05/13/19	Inspection & Staff Augmentation Services
14	6/10/2019	Interim Chief Building Official
15	10/14/2019	Professional Services
16	12/9/2019	Staff Augmentation Services
17	10/12/2020	Interim Chief Building Official
18	11/9/2020	Inspection Services
19	12/14/2020	Staff Augmentation Building Division
20	03/08/2021	Interim Chief Building Official
21	05/10/2021	Inspection Services
22	07/12/2021	Plan Check Services
23	07/12/2021	Staff Augmentation Services

**REASON FOR RECOMMENDATION:**

Additional professional services are needed in the Building Division to keep up with the continued increase in construction activity related to capital improvement, private land development, and residential, commercial, and industrial projects. The ability to use the services of outside consultants makes it possible to continue providing timely response times to our residents, businesses, and developers.

**FISCAL IMPACT:**

The cost of Task Order No. 24 is not to exceed \$120,000, and will be paid on a time and material basis. Sufficient funds of \$120,000 will be paid from funds allocated in FY 21/22 for Building Division professional services.

**ATTACHMENTS:**

- A. Resolution Approving Task Order No. 24 to provide Interim Chief Building Official Consulting Services, Pursuant to Master Consulting Agreement dated September 21, 2015, with 4Leaf, Inc.
- B. Task Order No. 24 Pursuant to Master Consulting Agreement dated September 21, 2015 with 4Leaf, Inc. to Provide Interim Chief Building Official Consultant Services.

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**SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING**  
**APPROVE TASK ORDER NO. 24 WITH 4LEAF, INC., FOR INTERIM CHIEF**  
**BUILDING OFFICIAL CONSULTING SERVICES**


**APPROVALS:**

  
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Brad Taylor  
Land Development Manager

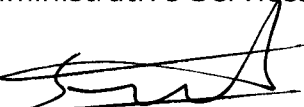
9/1/2021  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Michael King  
Public Works Director


9.1.2021  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Cari James  
Director of Finance &  
Administrative Services

9/3/2021  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Salvador Navarrete  
City Attorney

9.2.2021  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Stephen J. Salvatore  
City Manager

9.7.21  
\_\_\_\_\_  
Date

**RESOLUTION NO. 21-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING TASK ORDER NO. 24 TO PROVIDE INTERIM CHIEF BUILDING OFFICIAL CONSULTING SERVICES, PURSUANT TO MASTER CONSULTING AGREEMENT DATED SEPTEMBER 21, 2015 WITH 4LEAF, INC.**

**WHEREAS**, since the resignation of the Chief Building Official in the latter part of 2017, the position has been filled with an Interim Chief Building Official pursuant to the City's agreement with 4Leaf, Inc.; and

**WHEREAS**, on May 13, 2019, City Council approved an extension to the Master Professional Services Consulting Agreement through June 30, 2021. On March 8, 2021, City Council approved Amendment No. 3, extending the Master Agreement expiration date to June 30, 2023, and allow future task orders; and

**WHEREAS**, a series of various task orders have been previously approved to provide various professional services within the Building Division, such as professional building inspection, and plan checking in order to keep pace with ongoing development; and

**WHEREAS**, 4Leaf, Inc. has provided the qualified and certified staff necessary to provide Interim Chief Building Official professional services in the Building Division; and

**WHEREAS**, the cost of Task Order No. 24 is not to exceed \$120,000, and will be paid on a time and material basis. Sufficient funds of \$120,000 will be paid from funds allocated in FY 21/22 for Building Division professional services.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop does hereby approve Task Order No. 24 to provide Interim Chief Building Official Consulting Services, pursuant to Master Consulting Agreement dated September 21, 2015 with 4Leaf, Inc.

The foregoing resolution was passed and adopted this 13<sup>th</sup> day of September 2021, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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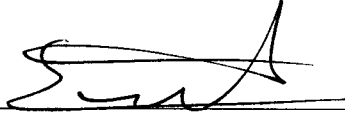
Sonny Dhaliwal, Mayor

**ATTEST:**

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Teresa Vargas, City Clerk

**APPROVED AS TO FORM:**



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Salvador Navarrete, City Attorney

**CITY OF LATHROP**

**TASK ORDER NO. 24**

**PURSUANT TO MASTER CONSULTING AGREEMENT DATED SEPTEMBER  
21, 2015 WITH 4LEAF, INC.**

**TO PROVIDE INTERIM CHIEF BUILDING OFFICIAL CONSULTING  
SERVICES**

**THIS TASK ORDER NO. 24** dated for convenience this **13<sup>th</sup> day of September 2021** is by and made and entered into by and between **4LEAF, Inc.** (“CONSULTANT”) and the CITY OF LATHROP, a California municipal corporation (“CITY”);

**RECITALS:**

**WHEREAS**, on September 21, 2015, CONSULTANT entered into a Master Agreement with the CITY, and parties approved an extension of the term to June 30, 2023 pursuant to an Amendment No. 3 to the Master Agreement dated, May 13, 2019, on March 8, 2021, City Council approved an extension of the term to June 30, 2023 (“AGREEMENT”) by which the CONSULTANT agreed to provide Interim Chief Building Official Consultant Services; and

**WHEREAS**, CONSULTANT is specially trained, experienced, and competent to perform Interim Chief Building Official Consultant Services, which are required by this agreement; and

**WHEREAS**, CITY selected the CONSULTANT pursuant to said qualifications; and

**WHEREAS**, CONSULTANT is willing to render such Interim Chief Building Official Consultant Services, as hereinafter defined, on the following terms and conditions;

**NOW, THEREFORE**, CONSULTANT and the CITY agree as follows:

**AGREEMENT**

(1) **Incorporation Of Master Agreement**

This Task Order hereby incorporates by reference all terms and conditions set forth in the Master Agreement for Consulting Services for this project, unless specifically modified by this Task Order.

(2) **Scope of Service**

CONSULTANT agrees to perform Interim Chief Building Official Consultant Services in accordance with the scope of work and fee proposal provided in **Exhibit “A”** to this Task Order. CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and to the CITY’S satisfaction.

**CITY OF LATHROP – TASK ORDER NO. 24 WITH 4LEAF INC. FOR INTERIM CHIEF BUILDING OFFICIAL CONSULTING SERVICES**

(3) **Effective Date and Term**

The effective date of this **Task Order No. 24** is **September 13, 2021**, and it shall terminate no later than **March 31, 2022**.

(4) **Compensation**

CITY hereby agrees to pay CONSULTANT hourly rates and other charges detailed in **Exhibit “A”** up to a total sum not to exceed **\$120,000** for the Interim Chief Building Official Consultant Services. CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 in the Master Consulting Agreement Dated September 21, 2015.

(5) **Maximum Hours**

The maximum number of hours by any single 4Leaf employee, who is a CalPERS retired annuitant, pursuant to this agreement shall not exceed 960 hours during the fiscal year. All hours worked will be reported to CalPERS as required. CONSULTANT will provide required reporting information.

(6) **Notice to Proceed**

Prior to commencing work under this agreement, CONSULTANT shall receive a written “Notice to Proceed” from CITY. A Notice to Proceed shall not be issued until all necessary insurance have been received. City shall not be obligated to pay CONSULTANT for any services rendered prior to issuance of the Notice to Proceed.

(7) **Independent Contractor Status**

It is expressly understood and agreed by both parties that CONSULTANT, while engaged in carrying out and complying with any terms and conditions of this agreement, is an independent contractor and not an employee of the CITY. As an independent contractor, CONSULTANT is responsible for controlling the means and methods to complete the scope of work described in this Task Order No. 24 to the City’s satisfaction. CONSULTANT expressly warrants not to represent, at any time or in any manner, that CONSULTANT is an employee of the CITY.

(8) **Consultant to Advise City of Any Potential Conflict of Interest**

CONSULTANT agrees not to assign personnel to work in direct conflict with the work performed to CITY and advise CITY of any potential conflict immediately upon discovery of such potential or actual conflict of interest.

(9) **Consultant to Provide Personnel with the Tools for Providing Services Rendered Pursuant to This Agreement**

Parties agree that CONSULTANT shall supply tools to personnel for providing the

**CITY OF LATHROP – TASK ORDER NO. 24 WITH 4LEAF INC. FOR INTERIM CHIEF BUILDING OFFICIAL CONSULTING SERVICES**

services rendered pursuant to this Agreement. For example, CONSULTANT shall maintain an office for assigned personnel outside of City Hall.

Provided, however, since CITY has several empty offices and cubicle spaces, excess cell phones, excess computers, and excess tablets, CONSULTANT personnel may be allowed by CITY to temporarily use some of CITY office resources. CONSULTANT expressly agrees that CONSULTANT personnel's use of any such City resources shall not exonerate Consultant from purchasing and paying for any tools necessary for Consultant to provide services to CITY under this Agreement. CONSULTANT further agrees that CONSULTANT shall not claim that any use by CONSULTANT's personnel of CITY resources should be considered evidence that CONSULTANT's personnel is an employee during the term of this Agreement instead of an employee of CONSULTANT.

(10) **Staff Direction**

CONSULTANT will not supervise CITY staff but will provide professional direction in their daily responsibilities based on building code standards.

(11) **Training**

CONSULTANT shall be trained on any specialty area they are providing professional consulting services to the City. CITY will not provide or pay for CONSULTANT training.

(12) **Signatures**

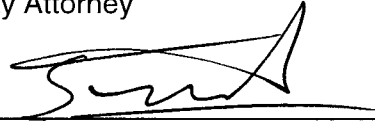
The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.



**CITY OF LATHROP – TASK ORDER NO. 24 WITH 4LEAF INC. FOR INTERIM CHIEF BUILDING OFFICIAL CONSULTING SERVICES**

Approved as to Form:

City of Lathrop  
City Attorney



Salvador Navarrete

9.2-2021

Date

Recommended for Approval:

City of Lathrop  
Public Works Director

Michael King

Date

Approved by:

City of Lathrop  
390 Towne Centre Drive  
Lathrop, CA 95330

Stephen J. Salvatore  
City Manager

Date

CONSULTANT:

4LEAF, INC.  
2126 Rheem Drive  
Pleasanton, CA 94588  
Fed ID # 94-3393574  
Bus License # 20088

Signature

Date

Kevin J. Duggan  
President



**FY2021-2022 FEE SCHEDULE & BASIS OF CHARGES**

**For the City of Lathrop**

**All Rates are Subject to Basis of Charges**

Plan Check Services	Fee for 1 <sup>st</sup> review and two (2) subsequent rechecks	Hourly rate for on-site and/or greater than three (3) reviews off-site (with authorization from Director):
Life Health Safety, Structural, ADA Requirements, and Title 24 Energy Requirement Plan Checks	65% of City fee	\$129/hour structural \$105/hour non-structural
Plumbing/Mechanical/Electrical Only Plan Checks	40% of City fee	\$105/hour non-structural
Structural Only Plan Checks	40% of City fee	\$129/hour structural

**Additional Building Department Services**

Senior Combination Building Inspector (BIII) .....	\$115/hour
Commercial Building Inspector (BII) .....	\$105/hour
Residential Building Inspector (BI) .....	\$95/hour
Training Building Inspector.....	\$85/hour
Code Enforcement.....	\$95/hour
Senior Permit Technician.....	\$75/hour
Permit Technician.....	\$68/hour
Administrative Support .....	\$63/hour
On-Site Plan Review Engineer .....	\$129/hour
On-Site Non-Structural Plans Examiner .....	\$105/hour
Fire Review .....	\$160/hour
Inspector of Record (including DSA or OSHPD).....	\$135/hour
Public Works Inspector.....	\$155/hour
Interim Chief Building Official .....	\$135/hour
CASp Inspection.....	\$155/hour
Off-Site Project Manager .....	\$165/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%



## 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.
- Most fire plan reviews will be done within 10 business days and within 5 business days for re-checks. This is not inclusive of holidays or the day of the pick-up of plans.
- Expedited reviews will be billed 45% of the plan check fee collected by the City, 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 above.
- 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.
- 4LEAF assumes that these rates reflect the 2021-2022 contract period. 3% escalation for 2022 and 2023 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 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 designated Authority personnel.
- All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
- Mileage driven during 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.

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