

PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
4LEAF, INC.
FOR
FIRE PREVENTION AND PLAN REVIEW SERVICES

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Huntington Beach, a municipal corporation of the State of California, hereinafter referred to as "CITY," and 4LEAF, Inc. a California Corporation hereinafter referred to as "CONSULTANT."

WHEREAS, CITY desires to engage the services of a consultant to provide fire prevention inspection and plan review services; and

Pursuant to documentation on file in the office of the City Clerk, the provisions of the Huntington Beach Municipal Code, Chapter 3.03, relating to procurement of professional service contracts have been complied with; and

CONSULTANT has been selected to perform these services,

NOW, THEREFORE, it is agreed by CITY and CONSULTANT as follows:

1. SCOPE OF SERVICES

CONSULTANT shall provide all services as described in **Exhibit "A,"** which is attached hereto and incorporated into this Agreement by this reference. These services shall sometimes hereinafter be referred to as the "PROJECT."

CONSULTANT hereby designates Kevin J. Duggan who shall represent it and be its sole contact and agent in all consultations with CITY during the performance of this Agreement.

2. CITY STAFF ASSISTANCE

CITY shall assign a staff coordinator to work directly with CONSULTANT in the performance of this Agreement.

3. TERM; TIME OF PERFORMANCE

Time is of the essence of this Agreement. The services of CONSULTANT are to commence on _____, 20____ (the "Commencement Date"). This Agreement shall automatically terminate three (3) years from the Commencement Date, unless extended or sooner terminated as provided herein. All tasks specified in **Exhibit "A"** shall be completed no later than three (3) years from the Commencement Date. The time for performance of the tasks identified in **Exhibit "A"** are generally to be shown in **Exhibit "A."** This schedule may be amended to benefit the PROJECT if mutually agreed to in writing by CITY and CONSULTANT.

In the event the Commencement Date precedes the Effective Date, CONSULTANT shall be bound by all terms and conditions as provided herein.

4. COMPENSATION

In consideration of the performance of the services described herein, CITY agrees to pay CONSULTANT on a time and materials basis at the rates specified in **Exhibit "B,"** which is attached hereto and incorporated by reference into this Agreement, a fee, including all costs and expenses, not to exceed One Hundred Twenty Three Thousand Seven Hundred Fifty Dollars (\$123,750).

5. EXTRA WORK

In the event CITY requires additional services not included in **Exhibit "A"** or changes in the scope of services described in **Exhibit "A,"** CONSULTANT will undertake such work only after receiving written authorization from CITY. Additional compensation for such extra work shall be allowed only if the prior written approval of CITY is obtained.

6. METHOD OF PAYMENT

CONSULTANT shall be paid pursuant to the terms of **Exhibit "B."**

7. DISPOSITION OF PLANS, ESTIMATES AND OTHER DOCUMENTS

CONSULTANT agrees that title to all materials prepared hereunder, including, without limitation, all original drawings, designs, reports, both field and office notices, calculations, computer code, language, data or programs, maps, memoranda, letters and other documents, shall belong to CITY, and CONSULTANT shall turn these materials over to CITY upon expiration or termination of this Agreement or upon PROJECT completion, whichever shall occur first. These materials may be used by CITY as it sees fit.

8. HOLD HARMLESS

A. CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) negligent (or alleged negligent) performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement by CONSULTANT, its officers, agents or employees except such loss or damage which was caused by the sole negligence or willful misconduct of CITY. CONSULTANT will conduct all defense at its sole cost and expense and CITY shall approve selection of CONSULTANT's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by CONSULTANT.

B. To the extent that CONSULTANT performs "Design Professional Services" within the meaning of Civil Code Section 2782.8, then the following Hold Harmless provision applies in place of subsection A above:

“CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY and its officers, elected or appointed officials, employees, agents and volunteers, from and against any and all claims, damages, losses, expenses, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) to the extent that the claims against CONSULTANT arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT. In no event shall the cost to defend charged to CONSULTANT exceed CONSULTANT’s proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more other defendants to the claims and/or litigation is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, CONSULTANT shall meet and confer with CITY and other defendants regarding unpaid defense costs. The duty to indemnify, including the duty and the cost to defend, is limited as provided in California Civil Code Section 2782.8.

C. Regardless of whether subparagraph A or B applies, CITY shall be reimbursed by CONSULTANT for all costs and attorney’s fees incurred by CITY in enforcing this obligation. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT.

9. PROFESSIONAL LIABILITY INSURANCE

CONSULTANT shall obtain and furnish to CITY a professional liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for CONSULTANT’s professional liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate. The above-mentioned insurance shall not contain a self-insured retention without the express written consent of CITY; however an insurance

policy "deductible" of Ten Thousand Dollars (\$10,000.00) or less is permitted. A claims-made policy shall be acceptable if the policy further provides that:

- A. The policy retroactive date coincides with or precedes the initiation of the scope of work (including subsequent policies purchased as renewals or replacements).
- B. CONSULTANT shall notify CITY of circumstances or incidents that might give rise to future claims.

CONSULTANT will make every effort to maintain similar insurance during the required extended period of coverage following PROJECT completion. If insurance is terminated for any reason, CONSULTANT agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this Agreement.

If CONSULTANT fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the CITY with required proof that insurance has been procured and is in force and paid for, the CITY shall have the right, at the CITY's election, to forthwith terminate this Agreement. Such termination shall not effect Consultant's right to be paid for its time and materials expended prior to notification of termination. CONSULTANT waives the right to receive compensation and agrees to indemnify the CITY for any work performed prior to approval of insurance by the CITY.

10. CERTIFICATE OF INSURANCE

Prior to commencing performance of the work hereunder, CONSULTANT shall furnish to CITY a certificate of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this Agreement; the certificate shall:

- A. provide the name and policy number of each carrier and policy;
- B. state that the policy is currently in force; and

- C. shall promise that such policy shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

CONSULTANT shall maintain the foregoing insurance coverage in force until the work under this Agreement is fully completed and accepted by CITY.

The requirement for carrying the foregoing insurance coverage shall not derogate from CONSULTANT's defense, hold harmless and indemnification obligations as set forth in this Agreement. CITY or its representative shall at all times have the right to demand the original or a copy of the policy of insurance. CONSULTANT shall pay, in a prompt and timely manner, the premiums on the insurance hereinabove required.

11. INDEPENDENT CONTRACTOR

CONSULTANT is, and shall be, acting at all times in the performance of this Agreement as an independent contractor herein and not as an employee of CITY. CONSULTANT shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for CONSULTANT and its officers, agents and employees and all business licenses, if any, in connection with the PROJECT and/or the services to be performed hereunder.

12. TERMINATION OF AGREEMENT

All work required hereunder shall be performed in a good and workmanlike manner. CITY may terminate CONSULTANT's services hereunder at any time with or without cause, and whether or not the PROJECT is fully complete. Any termination of this Agreement by CITY shall be made in writing, notice of which shall be delivered to CONSULTANT as provided herein. In the

event of termination, all finished and unfinished documents, exhibits, report, and evidence shall, at the option of CITY, become its property and shall be promptly delivered to it by CONSULTANT.

13. ASSIGNMENT AND DELEGATION

This Agreement is a personal service contract and the work hereunder shall not be assigned, delegated or subcontracted by CONSULTANT to any other person or entity without the prior express written consent of CITY. If an assignment, delegation or subcontract is approved, all approved assignees, delegates and subconsultants must satisfy the insurance requirements as set forth in Sections 9 and 10 hereinabove.

14. COPYRIGHTS/PATENTS

CITY shall own all rights to any patent or copyright on any work, item or material produced as a result of this Agreement.

15. CITY EMPLOYEES AND OFFICIALS

CONSULTANT shall employ no CITY official nor any regular CITY employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of the applicable provisions of the California Government Code.

16. NOTICES

Any notices, certificates, or other communications hereunder shall be given either by personal delivery to CONSULTANT's agent (as designated in Section 1 hereinabove) or to CITY as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses specified below. CITY and CONSULTANT may designate different addresses to which subsequent notices, certificates or other communications will be sent by notifying the other party via personal delivery, a reputable overnight carrier or U. S. certified mail-return receipt requested:

TO CITY:

City of Huntington Beach
ATTN: Fire Chief
2000 Main Street
Huntington Beach, CA 92648

TO CONSULTANT:

4Leaf, Inc.
2126 Rheem Drive
Pleasanton, CA 94588
ATTN: Kevin J. Duggan

17. CONSENT

When CITY's consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be a consent/approval to any subsequent occurrence of the same or any other transaction or event.

18. MODIFICATION

No waiver or modification of any language in this Agreement shall be valid unless in writing and duly executed by both parties.

19. SECTION HEADINGS

The titles, captions, section, paragraph and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

20. INTERPRETATION OF THIS AGREEMENT

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent

upon any other unless so expressly provided here. As used in this Agreement, the masculine or neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

21. DUPLICATE ORIGINAL

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

22. IMMIGRATION

CONSULTANT shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the United States Code regarding employment verification.

23. LEGAL SERVICES SUBCONTRACTING PROHIBITED

CONSULTANT and CITY agree that CITY is not liable for payment of any subcontractor work involving legal services, and that such legal services are expressly outside the scope of services contemplated hereunder. CONSULTANT understands that pursuant to *Huntington Beach City Charter* Section 309, the City Attorney is the exclusive legal counsel for CITY; and CITY shall not be liable for payment of any legal services expenses incurred by CONSULTANT.

24. ATTORNEY'S FEES

In the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of this Agreement or to secure the performance hereof, each party shall bear its own attorney's fees, such that the prevailing party shall not be entitled to recover its attorney's fees from the nonprevailing party.

25. SURVIVAL

Terms and conditions of this Agreement, which by their sense and context survive the expiration or termination of this Agreement, shall so survive.

26. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

27. SIGNATORIES

Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify CITY fully for any injuries or damages to CITY in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

28. ENTIRETY

The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiation, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this

Agreement. This Agreement, and the attached exhibits, contain the entire agreement between the parties respecting the subject matter of this Agreement, and supersede all prior understandings and agreements whether oral or in writing between the parties respecting the subject matter hereof.

29. EFFECTIVE DATE

This Agreement shall be effective on the date of its approval by the City Council.

This Agreement shall expire when terminated as provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers.

CONSULTANT,

4Leaf Inc.

CITY OF HUNTINGTON BEACH, a
municipal corporation of the State of
California

By: _____

print name

ITS: (circle one) Chairman/President/Vice President

Mayor

City Clerk

AND

By: _____

print name

ITS: (circle one) Secretary/Chief Financial Officer/Asst.
Secretary - Treasurer

INITIATED AND APPROVED:



Fire Chief

REVIEWED AND APPROVED:

City Manager

APPROVED AS TO FORM:



City Attorney

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29. EFFECTIVE DATE

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This Agreement shall expire when terminated as provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers.

CONSULTANT,

4Leaf Inc.

By:


Gene Barry, 4LEAF VP
print name

ITS: (circle one) Chairman/President/Vice President

AND

By:


KEVIN DOHERTY, SECRETARY
print name

ITS: (circle one) Secretary/Chief Financial Officer/Asst.
Secretary - Treasurer

CITY OF HUNTINGTON BEACH, a
municipal corporation of the State of
California

Mayor

City Clerk

INITIATED AND APPROVED:

Fire Chief

REVIEWED AND APPROVED:

City Manager

APPROVED AS TO FORM:

City Attorney



EXHIBIT "A"

A. STATEMENT OF WORK: (Narrative of work to be performed)

CONSULTANT shall provide fire inspection and plan review services for the City of Huntington Beach Fire Department. Consultant shall adhere to all internal policies, procedures, and direction from the Fire Marshal or designee for all work performed on behalf of the City. Awarded consultant will need to become familiar with City of Huntington specifications and Fire Department specific code amendments. For work on City property, administrative policies: including use of email, security, protection of property, etc. must be followed.

B. CONSULTANT'S DUTIES AND RESPONSIBILITIES:

1. Fire Inspections

- a. Perform fire prevention field inspections of operational fire permits, fire protection systems, fire master plans, and architectural plans (fire/life-safety) to confirm compliance with applicable codes with amendments and City specifications as adopted by the City of Huntington Beach.
- b. Perform all necessary liaisons with applicant, business owner/representative, City Staff, Fire Marshal, or designee.
- c. Document fire prevention activities into fire department records management system and City permit software. Documentation includes, but not limited to, inspection reports, notices of violation, routine correspondence, and enforcement summaries.
- d. Complete fire prevention activity reports, as requested.
- e. Regularly meet with Fire Marshal or designee.
- f. Attend meetings related to fire inspections and plan checks with customers and City staff as requested by the Fire Marshal or designee.
- g. Perform special project work when requested by the Fire Marshal or designee. Such items include inspections, research or data clean-up. Special projects are generally short term in nature and include specific timeframes and deliverables.

2. Plan Reviews Services

- a. Perform preliminary plan review consultations.
- b. Perform plan reviews to determine compliance with applicable codes, standards, and City specifications as adopted by the City of Huntington Beach.
- c. Plan review process times comply with the maximum City turnaround time of:
 - i. Within 20 business days for first submittal.
 - ii. Within 10 business days for second submittal.
 - iii. Within 5 business days for third and subsequent submittals.
 - iv. As approved by the Fire Marshal or designee, plan review turnaround standards may be extended based on mitigating circumstances (e.g. incomplete submittal).
- d. Under circumstances and as required by the Fire Marshal or designee, plan reviews may need to be performed using what is commonly referred to as an "over the counter" method.

- e. Provide a list of items (corrections) needing clarification or change on submitted plans to achieve conformance with City regulations.
- f. Perform plan reviews of revisions to plans that have been previously approved for permit issuance.
- g. Perform all necessary liaisons with applicant, business owner/representative, City staff, Fire Marshal, or designee.
- h. Log fire prevention activities into fire department records management system and City permit software.
- i. Complete fire prevention activity reports as requested.
- j. Regularly meet with Fire Marshal or designee.
- k. Perform, as needed, special projects when requested by the Fire Marshal or designee.
- l. Attend meetings related to fire inspections and plan checks with customers and City staff as requested by the Fire Marshal or designee.
- m. Provide continuing education and training, not at City expense.
- n. Provide necessary tools, including things such as laptop computer, clipboard, tape measure, personal protective equipment, automobile, etc.

C. CITY'S DUTIES AND RESPONSIBILITIES:

- 1. Establish a schedule for conducting Fire Inspections.
- 2. Provide plans for review on an as needed basis and establish completion schedules.
- 3. Provide inspection and plan review activity report as requested
- 4. Timely payment of invoices upon receipt and approval.
- 5. City will provide necessary logins and access to software required.
- 6. City may provide on-site office space, as available, which may or may not include city computers and other city resources.
- 7. City will provide access to city facilities during normal working hours. No access will be granted after hours, weekends, or holidays that are recognized by the City.

D. WORK PROGRAM/PROJECT SCHEDULE:

As needed

EXHIBIT "B"

Payment Schedule (Hourly Payment)

A. Hourly Rate

CONSULTANT'S fees for such services shall be based upon the following hourly rate and cost schedule:

See attached fee schedule

B. Travel Charges for time during travel are not reimbursable.

C. Billing

1. All billing shall be done monthly in fifteen (15) minute increments and matched to an appropriate breakdown of the time that was taken to perform that work and who performed it.
2. Each month's bill should include a total to date. That total should provide, at a glance, the total fees and costs incurred to date for the project.
3. A copy of memoranda, letters, reports, calculations and other documentation prepared by CONSULTANT may be required to be submitted to CITY to demonstrate progress toward completion of tasks. In the event CITY rejects or has comments on any such product, CITY shall identify specific requirements for satisfactory completion.
4. CONSULTANT shall submit to CITY an invoice for each monthly payment due. Such invoice shall:
 - A) Reference this Agreement;
 - B) Describe the services performed;
 - C) Show the total amount of the payment due;
 - D) Include a certification by a principal member of CONSULTANT's firm that the work has been performed in accordance with the provisions of this Agreement; and
 - E) For all payments include an estimate of the percentage of work completed.

Upon submission of any such invoice, if CITY is satisfied that CONSULTANT is making satisfactory progress toward completion of tasks in accordance with this Agreement, CITY shall approve the invoice, in which event payment shall be made within thirty (30) days of receipt of the invoice by CITY. Such approval shall not be unreasonably withheld. If CITY does not approve an invoice, CITY shall notify CONSULTANT in writing of the reasons for non-approval and the schedule of performance set forth in **Exhibit "A"** may at the option of CITY be suspended until the parties agree that past performance by CONSULTANT is in, or has been brought into compliance, or until this Agreement has expired or is terminated as provided herein.

5. Any billings for extra work or additional services authorized in advance and in writing by CITY shall be invoiced separately to CITY. Such invoice shall contain all of the information required above, and in addition shall list the hours expended and hourly rate charged for such time. Such invoices shall be approved by CITY if the work performed is in accordance with the extra work or additional services requested, and if CITY is satisfied that the statement of hours worked and costs incurred is accurate. Such approval shall not be unreasonably withheld. Any dispute between the parties concerning payment of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement.

**Section F: Fee Proposal****2019-2020 FEE SCHEDULE & BASIS OF CHARGES
For the City of Huntington Beach****Project Management Services***

Principal-in-Charge	\$ 185 per hour
Project Manager	\$ 150 per hour

Plan Review Services*

Fire Protection Engineer	\$ 155 per hour
Fire Plans Examiner	\$ 120 per hour
Office Engineer	\$ 155 per hour
Field Engineer	\$ 150 per hour

Inspection Services*

Fire Marshal	\$ 135 per hour
Fire Prevention Officer	\$ 110 per hour
Hazardous Materials Inspector	\$ 105 per hour
Fire Inspector II	\$ 95 per hour
Fire Inspector I	\$ 85 per hour

Administrative Services*

On-Site Counter Technician	\$ 65 per hour
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****All prices will remain valid for three (3) years after execution of contract.***

BASIS OF CHARGES

- All invoicing will be submitted monthly.
- Staff augmentation is subject to 4-hour minimum charges unless stated otherwise. Services billed in 4-hour increments.
- Overtime and Premium time will be charged as follows:

- 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 st 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 Client.
- All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
- All billable expenses 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.
- Requested services and their applicable rates will be limited to available staff at the time of request when work is less than full time (40 hours per week). **4LEAF reserves the right to negotiate a 3% escalation each contract term.**
- Client mandated training will be reimbursed to 4LEAF at cost + 20%.

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FOR
FIRE PREVENTION AND PLAN REVIEW SERVICES

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/3/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Granite Professional Insurance Brokerage Inc. 6600 Koll Center Parkway #100 Pleasanton CA 94566		CONTACT NAME: Cert Team PHONE (A/C, No, Ext): 925-462-8400 E-MAIL ADDRESS: certrequest@graniteins.com FAX (A/C, No): 925-462-8888	
INSURED 4LEAF, Inc. 2126 Rheem Dr Pleasanton CA 94588		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Company of America INSURER B: West American Insurance Company INSURER C: National Union Fire Ins. Co PA INSURER D: Evanston Insurance INSURER E: Redwood Fire & Casualty INSURER F:	
		NAIC # 25674 44393 19445 35378	

COVERAGES

CERTIFICATE NUMBER: 1958175852

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		6800J268720	4/9/2019	4/9/2020	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y		BAW (20) 58608441	4/9/2019	4/9/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			BE 028178840	4/9/2019	4/9/2020	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	FOWC011885	4/9/2019	4/9/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability			MKLV7PL0003614	4/11/2019	4/9/2020	Each Claim 2,000,000 Annual Aggregate 2,000,000 Deductible 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All operations of the named insured. Certificate holder is named as additional insured to General Liability and Automobile Liability policies per attached endorsements CG D3 81 09 15 and CA 88 10 01 13. Waiver of subrogation applies to General Liability per endorsement CG D3 81 09 15. Waiver of subrogation applies to Auto Liability per endorsement CA 88 10 01 13.

The City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers are named as additional insureds on General Liability and Automobile Liability policies per attached endorsements CG D3 81 09 15 and CA 88 10 01 13. Waiver of Subrogation applies to Workers Compensation policies per attached endorsement WC 99 04 10 C.

CERTIFICATE HOLDER**CANCELLATION**City of Huntington Beach Fire Dept.
2000 Main Street
Huntington Beach CA 92648

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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PROFESSIONAL AND SERVICES

SERVICE: *Fire Prevention Inspection and Plan Review Services*

SERVICE DESCRIPTION: Provide fire prevention field inspections, meet with city staff, provide extensive activity reports, comply with project deadlines, perform plan reviews in compliance with city code and written turnaround requirements, provide list of items needing correction, advise Fire Marshal as required.

VENDOR: CSG Consultants, Inc.

OVERALL RANKING: 1

SUBJECT MATTER EXPERTS/RATERS: 1. Inspection Supervisor, Community Development 2. Fire Protection Analyst 3. Economic Development Administrative Analyst

I. MINIMUM QUALIFICATIONS REVIEW

- Written Proposal Score: 1,445

VENDOR NAME – Minimum Qualifications Review		
<u>Criteria</u>	<u>Total Weighted Score</u>	<u>Maximum Score</u>
<i>Proposal Clarity</i>	65	75
<i>Firm Qualifications</i>	350	375
<i>Staffing</i>	375	375
<i>Understanding & Methodology</i>	300	300
<i>Cost/Price</i>	225	225
<i>Reference</i>	130	150
<i>Local Preference</i>	0	5
Total	1,445	1,505

II. DUE DILIGENCE REVIEW

- Interview Ranking: 1

VENDOR NAME – Summary of Review
<ul style="list-style-type: none">• Excellent in methodology and staffing• Over 175 clients, including OCFA• Wide breadth of qualifications and experience

VENDOR NAME – Pricing
<ul style="list-style-type: none">• Plan Review and Inspection Services - \$110/hr.• Expedited Review Services - \$175/hr

PROFESSIONAL AND SERVICES

SERVICE: *Fire Prevention Inspection and Plan Review Services*

SERVICE DESCRIPTION: Provide fire prevention field inspections, meet with city staff, provide extensive activity reports, comply with project deadlines, perform plan reviews in compliance with city code and written turnaround requirements, provide list of items needing correction, advise Fire Marshal as required.

VENDOR: Bureau Veritas North American, Inc.

OVERALL RANKING: 2

SUBJECT MATTER EXPERTS/RATERS: 1. Inspection Supervisor, Community Development 2. Fire Protection Analyst 3. Economic Development Administrative Analyst

I. MINIMUM QUALIFICATIONS REVIEW

- Written Proposal Score: 1,405

VENDOR NAME – Minimum Qualifications Review		
<u>Criteria</u>	<u>Total Weighted Score</u>	<u>Maximum Score</u>
<i>Proposal Clarity</i>	70	75
<i>Firm Qualifications</i>	375	375
<i>Staffing</i>	325	375
<i>Understanding & Methodology</i>	300	300
<i>Cost/Price</i>	195	225
<i>Reference</i>	140	150
<i>Local Preference</i>	0	5
Total	1,405	1,505

II. DUE DILIGENCE REVIEW

- Interview Ranking: 2

VENDOR NAME – Summary of Review
<ul style="list-style-type: none">• Strong firm qualifications• Understands City needs, having contracted here for 20+ years• Over 200 clients• In business for 44 years providing these services

VENDOR NAME – Pricing
<ul style="list-style-type: none">• Fire Marshal - \$160/hr.• Fire Protection Engineer - \$140/hr.• Senior Fire Plans Examiner - \$120/hr.• Fire Plans Examiner - \$105/hr.• Fire Inspector - \$105/hr.

PROFESSIONAL AND SERVICES

SERVICE: *Fire Prevention Inspection and Plan Review Services*

SERVICE DESCRIPTION: Provide fire prevention field inspections, meet with city staff, provide extensive activity reports, comply with project deadlines, perform plan reviews in compliance with city code and written turnaround requirements, provide list of items needing correction, advise Fire Marshal as required.

VENDOR: 4Leaf, Inc.

OVERALL RANKING: 3

SUBJECT MATTER EXPERTS/RATERS: 1. Inspection Supervisor, Community Development 2. Fire Protection Analyst 3. Economic Development Administrative Analyst

I. MINIMUM QUALIFICATIONS REVIEW

- Written Proposal Score: 1,285

VENDOR NAME – Minimum Qualifications Review		
<u>Criteria</u>	<u>Total Weighted Score</u>	<u>Maximum Score</u>
<i>Proposal Clarity</i>	70	75
<i>Firm Qualifications</i>	375	375
<i>Staffing</i>	350	375
<i>Understanding & Methodology</i>	260	300
<i>Cost/Price</i>	120	225
<i>Reference</i>	110	150
<i>Local Preference</i>	0	5
Total	1,285	1,505

II. DUE DILIGENCE REVIEW

- Interview Ranking: 3

VENDOR NAME – Summary of Review
<ul style="list-style-type: none">• Excellent qualifications for this type of work• 24-hour turn-around on plan checks and inspections• Innovative approach• 145 Inspectors on staff

VENDOR NAME – Pricing
<ul style="list-style-type: none">• Plan Review Services \$150-\$155/hr.• Inspection Services - \$85-\$135/hr

PROFESSIONAL AND SERVICES

SERVICE: *Fire Prevention Inspection and Plan Review Services*

SERVICE DESCRIPTION: Provide fire prevention field inspections, meet with city staff, provide extensive activity reports, comply with project deadlines, perform plan reviews in compliance with city code and written turnaround requirements, provide list of items needing correction, advise Fire Marshal as required.

VENDOR: Unnamed

OVERALL RANKING: 4

SUBJECT MATTER EXPERTS/RATERS: 1. Inspection Supervisor, Community Development 2. Fire Protection Analyst 3. Economic Development Administrative Analyst

I. MINIMUM QUALIFICATIONS REVIEW

- Written Proposal Score: 1,148

VENDOR NAME – Minimum Qualifications Review		
<u>Criteria</u>	<u>Total Weighted Score</u>	<u>Maximum Score</u>
<i>Proposal Clarity</i>	40	75
<i>Firm Qualifications</i>	275	375
<i>Staffing</i>	275	375
<i>Understanding & Methodology</i>	240	300
<i>Cost/Price</i>	225	225
<i>Reference</i>	90	150
<i>Local Preference</i>	3	5
Total	1,148	1,505

II. DUE DILIGENCE REVIEW

- Interview Ranking: 4

VENDOR NAME – Summary of Review
<ul style="list-style-type: none">• Methodology and staffing were above average, but not as extensive as top three firms• Designated primary contact, with six staff to assist• A number of municipal clients referenced, including two in Orange County (Newport Beach, Garden Grove)• Has 17 years providing these services

VENDOR NAME – Pricing
<ul style="list-style-type: none">• Plan Review and Inspection Services - \$65-\$145/hr.