

**THIRD AMENDMENT TO CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF WATSONVILLE
AND 4 LEAF, INC.**

THIS THIRD AMENDMENT TO CONTRACT for consultant services is entered into by and between the **City of Watsonville** ("City") and **4Leaf, Inc.** ("Consultant") this day of _____. The City and Consultant agree as follows:

RECITALS

WHEREAS, City and Consultant have previously executed a Consultant Services Contract for building plan review, fire plan review and field building inspection dated June 24, 2020; and

WHEREAS, the original contract was in an amount not to exceed \$30,000 per fiscal year 2020-2021 and \$30,000 per fiscal year 2021-2022 with an expiration date of June 30, 2022; and

WHEREAS, a First Amendment to the existing contract extended the timeline of the contract to June 30, 2023 inclusive; and

WHEREAS, the First Amendment provided the Consultant's fiscal year 2022-2023 Fee Schedule and Basis of Charges; and

WHEREAS, a Second Amendment to the existing contract was requested in order to add an additional \$30,000 per fiscal year for a total of \$60,000 per fiscal year and extend the timeline of the contract to June 30, 2025 inclusive; and

WHEREAS, a Third Amendment to the existing contract is requested in order to add an additional \$40,000 for a total of \$160,000 to the contract for fiscal year 2024/2025; and

WHEREAS, the Third Amendment to the existing contract is requested for an additional amount not to exceed \$150,000 per year for fiscal years 2025-2026 and 2026/2027: and this contract amendment would end on June 30, 2027; and

WHEREAS, due to the continued high peak demand for Development within the City, this additional activity has caused the city to generate additional revenues through plan review and Building Permit fees, and this activity also adds additional tasks to the work program of the Consultant, which has further caused additional cost to the project completion; and

NOW, THEREFORE, the City and the Consultant agree that the Contract shall be amended as follows:

Section 2 is hereby amended to add the following:

"Section 2 entitled "Term of Contract" of the Contract is hereby amended to read, "The term of this Contract shall be from July 1, 2025, to June 30, 2027, inclusive."

Section 4 is hereby amended to read:

"Section 4 and Exhibit "C" both entitled "Compensation" of the Contract, are hereby amended to provide an additional amount for compensation of, Forty Thousand Dollars (\$40,000) for the 2024-2025 fiscal year and One Hundred and Fifty Thousand Dollars (\$150,000) per fiscal year for professional services for 2025-2026 and 2026-2027, and amendment of the Consultant's Fee Schedule and Basis of Charges specified in Exhibit "C" entitled "First Amendment to Compensation", which is attached hereto and incorporated herein."

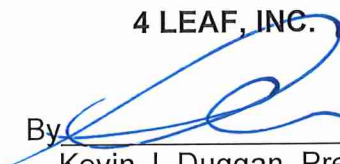
All other terms and conditions of the Contract dated June 13, 2023, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to Consultant Services Contract the day and year first hereinabove written.

CITY OF WATSONVILLE

By _____
Tamara Vides, City Manager

4 LEAF, INC.

By  _____
Kevin J. Duggan, President

*Craig Tole, vice president
as for Kevin Duggan*

ATTEST:

By _____
Irwin I. Ortiz, City Clerk

APPROVED AS TO FORM:

By _____
Samantha W. Zutler, City Attorney

EXHIBIT "C"
SECOND AMENDMENT TO COMPENSATION

The compensation is as follows:

An additional \$60,000 per fiscal year will be added to the compensation of this contract.

Original Contract:		\$30,000	(Account No. 150-315-7309)
		\$30,000	(Account No. 150-315-7309)
Amendment #2	FY 2023/2024	\$30,000	(Account No. 150-315-7309)
	FY 2024/2025	\$30,000	(Account No. 150-315-7309)
Amendment #3	FY 2024/2025	\$70,000	(Account No. 150-315-7309)
Amendment #3	FY 2025/2026	\$150,000	(Account No. 150-315-7309)
Amendment #3	FY 2026/2027	\$150,000	(Account No. 150-315-7309)

Total of Contract Not to Exceed:	\$490,000
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FEE SCHEDULE

FY2025-2026 FEE SCHEDULE & BASIS OF CHARGES

FOR THE CITY OF WATSONVILLE

All Rates are Subject to Basis of Charges

PLAN REVIEW COST STRUCTURE	NOTES
Plan Review Percentage: 65% <i>(Inclusive of all disciplines except Fire and Civil which are billed on an hourly basis)</i> Hourly Plan Review: \$139 Non-Structural Review \$159 Structural Review	Fee includes: <ul style="list-style-type: none">➤ Initial review and two (2) rechecks. Hourly charges apply after three (3) or more rechecks.➤ Shipping, courier, and electronic service.

Building

Chief Building Official	\$169/hour
Structural Plan Review Engineer	\$159/hour
Non-Structural Plans Examiner	\$139/hour
Certified Access Specialist (CASp) Inspector.....	\$164/hour
Certified Access Specialist (CASp) Plans Examiner	\$164/hour
Senior Combination Building Inspector (Building Inspector III).....	\$139/hour
Commercial Building Inspector (Building Inspector II)	\$123/hour
Residential Building Inspector (Building Inspector I).....	\$108/hour
Permit Manager	\$106/hour
Senior Permit Technician	\$95/hour
Permit Technician	\$83/hour
Clerk/Administrator	\$71/hour
Civil Plan Review (Grading, Improvement Plans)	\$159/hour
Inspector of Record.....	\$152/hour
DSA Class 1 / OSHPD A Inspector	\$180/hour
DSA Class 2 / OSHPD B Inspector	\$149/hour
DSA Class 3 / OSHPD C Inspector	\$106/hour
GoFormz Software	\$50/user monthly

Code Enforcement

Code Enforcement Director	\$149/hour
Code Enforcement Manager	\$139/hour
Senior Code Enforcement Officer	\$125/hour
Code Enforcement Officer II.....	\$113/hour
Code Enforcement Officer I.....	\$101/hour

**Fire**

Fire Protection Engineer (FPE)	\$200/hour
Fire Prevention Officer.....	\$154/hour
Fire Plans Examiner	\$159/hour
Fire Inspector II	\$133/hour
Fire Inspector I	\$113/hour

Planning

Housing Policy Director	\$211/hour
Planning Director	\$185/hour
Principal/Planning Manager	\$175/hour
Senior Planner.....	\$164/hour
Associate Planner.....	\$139/hour
Assistant Planner.....	\$129/hour
Planning Technician	\$101/hour

Project Management

Project Manager	\$184/hour
Director	\$192/hour
Principal-in-Charge	\$200/hour

Engineering, Public Works Inspection, & Construction Management (Prevailing Wage)

Civil Plan Review (Grading, Improvement Plans)	\$159/hour
Traffic Engineer.....	\$236/hour
Construction Manager	\$166/hour
Certified Access Specialist (CASp) Inspector (Regular time)	\$169/hour
Certified Access Specialist (CASp) Inspector (Nighttime)	\$191/hour
Certified Access Specialist (CASp) Inspector (Overtime)	\$229/hour
Certified Access Specialist (CASp) Plans Examiner	\$169/hour
Public Works Inspector (Regular Time)	\$159/hour
Public Works Inspector (Nighttime)	\$177/hour
Public Works Inspector (Overtime)	\$213/hour
Public Works Inspector Apprentice.....	\$101/hour

BASIS OF CHARGES

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

- All invoicing will be submitted monthly.
- Staff Augmentation work (excluding plan review) is subject to 4-hour minimum charges unless stated otherwise. Services billed in 4-hour increments.
- Most plan reviews will be done in 10 business days or less and 5 business days or less for re-checks. This is not inclusive of holidays or the day of the pick-up of plans.
- Expedited reviews will be billed at 1.5x the plan review fee listed in the fee schedule. Return time will be within seven (7) days of receipt of the plans from the City.



- Plan review of deferred submittals & revisions will be billed at the hourly rates listed.
- All plan review services will be subject to a \$298.00 minimum fee if percentage-based fee or 2-hour minimum charge if hourly rates apply.
- Larger complex plan reviews can be negotiated to achieve the best possible pricing.
- All plan review services will be subject to 2-hour minimum fee.
- All plan review services are billed on a percentage basis and includes the initial review and 2 rechecks.
 - Plan reviews will be billed on an hourly basis only after the initial review and 2 rechecks unless otherwise agreed upon on a case-by-case basis.
 - Fire and Civil Reviews are billed on an hourly basis and are not included in our plan review percentage.
- 4LEAF assumes that these rates reflect the FY2025-2026 contract period. There will be a 3% escalation for FY2026-2027 and FY2027-2028.
- 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 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 Director or other designated City personnel.
- All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
- Mileage driven during the course of Inspections will be charged at cost plus 20%.
- Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.
- Client shall pay attorneys' fees, or other costs incurred in collecting delinquent amounts.
- Client agrees that 4LEAF's liability will be limited to the value of services provided.
- In accordance with California's Meal Break and Rest Break Law requirements, Client will be billed one (1) additional hour per day at the regular rate for each missed meal or rest break due to Client-directed tasks or requirements. Client should allow 4LEAF's non-exempt, hourly employees the opportunity to take their entitled rest and meal breaks during each work shift.

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 1st 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.
- 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.
- In accordance with California's Meal Break and Rest Break Law requirements, Client will be billed one (1) additional hour per day at the regular rate for each missed meal or rest break due to Client-directed tasks or requirements. Client should allow 4LEAF's non-exempt, hourly employees the opportunity to take their entitled rest and meal breaks during each work shift.