



TO: Mayor and Councilmembers

SUBMITTED BY: Peter Imhof, Planning and Environmental Review Director

PREPARED BY: Lisa Prasse, Current Planning Manager

SUBJECT: Amendment No. 2 to Agreement No. 2019-055 for Building Services

RECOMMENDATION:

Authorize the City Manager to execute Amendment No. 2 to Agreement No. 2019-055 with Willdan Engineering to continue to provide building and safety services on a revenue sharing basis extending the term until June 30, 2030, to update the scope of work to reflect the name of the Building Official, update hourly rates applicable to City projects, and add FEMA reimbursement provisions.

BACKGROUND:

Upon City incorporation, Willdan Engineering started providing full service for planning, building and engineering until the City established its own planning and public works departments. Willdan continued providing “turnkey” building and safety services on a contract basis with a new contract executed in March 2010. Those services have included a Certified Building Official, plan checking by Certified Plans Examiners, inspections and permit reviews by Certified Building Inspectors; office administration and customer service by a Permit Counter Technician; emergency services response; the preparation of Building Code updates; and implementation of green building program. The 2010 contract with Willdan was amended four times between March 2010 through June 2019 to extend the length of the contract and to adjust the revenue sharing arrangement.

In 2019, an RFP for building services was issued to seek bids from qualified firms given the length of time of the original contract with Willdan Engineering. Over 800 firms were notified of the RFP. Five firms submitted responses, and staff evaluated the proposals submitted and interviewed four firms in May 2019. After concluding the interview process with four firms, Willdan Engineering was selected based on the criteria outlined in the RFP.

On June 18, 2019, the City Council authorized the City Manager to enter a new contract (2019-055) with Willdan to provide full building services. The contract was approved for five (5) years until June 30, 2024. In May 2024, the contract was extended for 1 additional

year (Amendment 1 to 2019-055). Currently, the revenue-sharing arrangement of plan check and permit fees is 70% (Willdan) / 30% (City). The existing contract with Willdan Engineering ends on June 30, 2025.

DISCUSSION:

Willdan has been providing Building and Safety services to municipal agencies throughout California since 1979 and specifically to the City of Goleta since 2002. With over 40 years of building and safety experience and expertise, Willdan understands the process of complying with various codes, standards, regulations, and laws. The proposed contract amendment with Willdan Engineering outlines the revenue sharing, extends the contract length for an additional five years, and adds provisions needed to facilitate FEMA reimbursement if/when building services are needed in times of emergencies.

As negotiated with Willdan, the revenue sharing arrangement will continue to be 70% (Willdan) / 30% (City) of Building and Safety fees on private development collected. Time spent on City-related projects (i.e., plan check, inspections, permitting, after-hour inspections etc.) will be charged hourly rates as outlined in the fee schedule in the contract. Further, the hourly rate may be adjusted by Willdan yearly based on changes in the Consumer Price Index with a cap at 5% with a 60-day notice. Stephanie Spieler will continue to serve as Building Official with the scope of work being revised to reflect this information.

Over the past six years, Willdan staff have continued to provide first-rate building services to the city and residents. Willdan has consistently provided the fastest plan check turn-around times in the area. Given Willdan's performance, staff's recommendation is that the current contract be extended for another five years. This time frame will encompass the anticipated building activity increase expected from residential and non-residential projects with the lifting of the water moratorium and Housing Element adoption. Willdan has the depth, experience, and ability to expand capacity to provide full building services to the City that is expected to be needed during the upcoming time period.

FISCAL IMPACTS:

Building and Safety services are provided on a cost recovery fee-for-service basis, with the expenses and fee income separately recorded in the City financial records. The revenue and expense accounts for Building and Safety services are accounted for in the General Fund. As proposed in the contract, the City will continue to receive 30% of all plan check and Building Permit revenue for the next five years. This amount will vary depending on the construction activity occurring within the city. The City has received approximately \$1.6 million over the past five fiscal calendar years (2019-2020 through 2024-2025 Fiscal years).

ALTERNATIVES:

The Council could choose to continue the item for additional information and/or have staff seek bids for the service. If either of those options were to be selected, then Council should authorize the City Manager to enter into an agreement with Willdan Engineering to extend Professional Services Agreement 2019-055 for an additional six months, so that there is not a lapse in the provision of Building Services.

LEGAL REVIEW BY: Isaac Rosen, City Attorney

APPROVED BY: Robert Nisbet, City Manager

ATTACHMENTS:

1. Amendment No. 2 to Agreement No. 2019-055
2. Agreement No. 2019-055 and Amendment No. 1

ATTACHMENT 1

Amendment No. 2 to Agreement No. 2019-055

Project Name: Building and Safety Services

AMENDMENT NO. 2
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
WILLDAN ENGINEERING

This **Amendment No. 2** to the Professional Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **Willdan Engineering** ("Consultant") dated June 18, 2019 ("Agreement," Agreement No. 2019-055) is made on this 17th day of June, 2025.

SECTION A. RECITALS

1. This Agreement is for the provision of professional Building and Safety services; and
2. This Agreement has been amended to extend the termination date of the Agreement to June 30, 2025 (Amendment No. 1); and
3. The Agreement currently provides in Section 6 for the termination of the Agreement on June 30, 2025; and
4. The parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2030; and
5. The Agreement currently provides in Exhibit A entitled "Scope of Work" the complete and particular description of services; and
6. The parties desire to amend Exhibit A by identifying a change in the Building Official as more completely and particularly set forth in the Scope of Work, attached as Exhibit "A-1"; and

7. The Agreement currently provides in Exhibit B entitled "Schedule of Fees" the hourly rates; and
8. The parties desire to amend Exhibit B of the Agreement to identify the new hourly rates, attached as "Exhibit B-1"; and
9. The Agreement did not include provisions regarding the Suspension and Debarment Act, Byrd Anti-Lobbying Act, the Clean Air Act, and termination for cause/convenience and the parties desire to add these; and
10. The parties desire to amend the Agreement to include Exhibit "C" entitled, Federal Contract Provisions; and
11. The City Council approved this Amendment No. 2, on this 17th day of June, 2025.

SECTION B. AMENDED TERMS

Now therefore City and Consultant agree that the Agreement be, and hereby is, amended as follows:

1. **Section 6. TERM, PROGRESS AND COMPLETION** of the Agreement is amended to extend the term for an additional five years to read in its entirety:

The term of this Agreement is from the date first written above to June 30, 2030, unless the term of this Agreement is extended or the Agreement is terminated as provided for herein.

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by Section 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager. All services shall be completed within the term of this Agreement following the notice to proceed.

2. This Agreement is amended to delete and replace in its entirety:

Exhibit A “Scope of Work” with **Exhibit A-1 “Scope of Work”** attached hereto and incorporated herein.

3. This Agreement is amended to delete and replace in its entirety:

Exhibit B “Schedule of Fees” with **Exhibit B-1 “Schedule of Fees”** attached hereto and incorporated herein.

4. **Section 32. FEDERAL REQUIREMENTS** of the Agreement is added to include Federal Requirement Provisions as follows:

FEMA financial assistance will be used to fund all or a portion of this contract. The consultant shall comply with all federal requirements including, but not limited to, the following:

1. 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is expressly incorporated herein by reference.

2. Federal Contract Provisions attached hereto as Exhibit “C” and incorporated herein by reference.

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in the contract, including but not limited to, 2 C.F.R. Part 200 and the Federal Contract Provisions.

With respect to any conflict between such federal requirements and the terms of this contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

5. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect.

[Signatures on Following Page]

In concurrence and witness whereof, this Amendment No. 2 has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

CONSULTANT

Robert Nisbet, City Manager

Vanessa Munoz, President

ATTEST:

Deborah Lopez, City Clerk

Kate Nguyen, Secretary

APPROVED AS TO FORM:

ISAAC ROSEN, CITY ATTORNEY

Signed by:

Scott Shapses

4365246AE5424CE...

Scott Shapses, Deputy City Attorney

EXHIBIT A-1

Scope of Services

1. CONSULTANT shall provide to CITY turnkey Building and Safety services, including: management of all contract services by a Certified Building Official; plan checking by Certified Plans Examiners; field inspections and permit reviews by Certified Building Inspectors; office administration and customer service by a Permit Counter Technician; emergency service response; the preparation of a fee study if requested; the preparation of code updates; and participation in the formulation and implementation of a green building program.
2. In so doing, CONSULTANT shall assign Ms. Stephanie Spieler, Certified Building Official, as the Goleta Building Official. Ms. Spieler shall have regular office hours as agreed by Willdan and the City as well as on an on-call basis. The Goleta Building Official shall advise the Planning and Environmental Review staff of the City on technical matters regarding grading and construction, so as to provide early identification of special study needs and permit conditions related to discretionary project development applications.
3. In so doing, CONSULTANT shall provide plan check services by a team of Certified Plans Examiners and Plan Check Engineers, where required by law, as well as non-structural plan check services by Certified Building Inspectors and/or a Permit Counter Technician as allowed by law and appropriate to the caseload processing objectives of the CITY.
4. In so doing, CONSULTANT shall provide a team of Certified Building Inspectors for field inspection, correction and sign-off of grading and construction development projects. The inspectors shall also be available for office appointments and project meetings in the field and at City Hall, as needed. Willdan will provide vehicles for its employees' use, unless otherwise authorized by the City Manager.
5. In so doing, CONSULTANT shall provide emergency response services by the Goleta Building Official and/or Certified Building Inspectors on an on-call basis, such as assessing entry conditions following a structural fire, seismic event or other incident.
6. In so doing, CONSULTANT shall provide a Permit Counter Technician to conduct public information outreach, application intake and processing, data collection, revenue collection and records management.
7. In so doing, CONSULTANT shall periodically prepare updates to Building and Safety Codes, as governed by law.

8. In so doing, CONSULTANT shall assist the CITY's Director of Planning and Environmental Review in the formulation and implementation of a green building program, including the provision of technical assistance, review of peer agency programs, and public outreach on energy efficiency strategies, House Energy Reduction Systems (HERS) inspections and diagnostic audits.
9. In so doing, CONSULTANT shall provide these turnkey services on a schedule to be reviewed and set by the Goleta Building Official and the CITY's Director of Planning and Environmental review.

EXHIBIT B-1

Schedule of Fees

Private Development Revenue Sharing

Service	Rate
Building Plan Check	70% of fees collected to Willdan 30% of fees collected to the City of Goleta
Building Permits	70% of fees collected to Willdan 30% of fees collected to the City of Goleta

Hourly rates applicable for City Projects Plan Review and Inspection Services*

Position	Currently Staffed By	Hourly Rate
Administrative Assistant	Anallyce Armstrong	\$65
Building Official	Stephanie Spieler	\$155
Building Inspector	Colton Herbruck	\$105
Building Inspector, Senior	Vacant	\$115
Building Inspector, Assistant	Vacant	\$90
Building Inspector, CASp	Steve Raney	\$135
Permit Technician	Nick Dallow Amanda Gaillard	\$75
Permit Technician, Senior	Barbara Koch	\$85
Plans Examiner	Ehab Baraket	\$125
Plans Examiner, Senior	Lonnie Cassidy	\$135
Plans Examiner, CASp	Steve Raney	\$135
Plan Check Engineer	Ted Beckwith Ricardo Guzman Aaron Cowen Carl Wilson	\$145

*Willdan reserves the right to increase the above hourly rates once per fiscal year with 60-day notice to the City to the value between the 12-month percent change of the Consumer Price Index for the area and five percent.

Miscellaneous/ Extra Services

Service	Rate
After business hour and overtime inspections	1.5 times the hourly rate of the person performing the inspection
Holiday inspections	2 time the hourly rate of the person performing the inspection
Mileage	Billed at the current IRS standard mileage rate in effect at the time of the provision of extra services

EXHIBIT C

FEDERAL CONTRACT PROVISIONS

During the performance of this contract, **Willdan Engineering** (the “Consultant”) shall comply with all applicable federal laws and regulations including but not limited to the federal contract provisions in this Exhibit. In this Exhibit, the term “Agency” shall mean the local agency entering into this contract with the Consultant.

1. **CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN’S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS (2 C.F.R. § 200.321)**

- A. Consultant shall be subject to 2 C.F.R. § 200.321 and will take affirmative steps to assure that minority firms, women’s business enterprises, and labor surplus area firms are used when possible and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award.
- B. Affirmative steps shall include:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
 - v. Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

Consultant shall submit evidence of compliance with the foregoing affirmative steps when requested by the Agency.

Notwithstanding the foregoing, the affirmative steps requirements detailed above do not apply in the case of a noncompetitive procurement made under the emergency exception/exigency exception to competitive procurements.

2. COST PRINCIPLES (2 C.F.R. PART 200, SUBPART E)

- A. If any indirect costs will be charged to the Agency under this contract, such costs must conform to the cost principles set forth under the Uniform Rules at 2 C.F.R. Part 200, subpart E ("Cost Principles"). In general, costs must (i) be necessary and reasonable; (ii) allocable to the grant award; (iii) conform to any limitations or exclusions set forth in the Cost Principles; (iv) be adequately documented; and (v) be determined in accordance with generally accepted accounting principles ("GAAP"), except, for state and local governments and Indian tribes only, as otherwise provided for in 2 C.F.R. Part 200, subpart E. 2 C.F.R. § 200.403. Costs that are determined unallowable pursuant to a federal audit are subject to repayment by Consultant.

3. ACCESS TO RECORDS & RECORD RETENTION (2 C.F.R. 200.336)

- A. Consultant shall comply with 2 C.F.R. § 200.336 and provide the Federal Agency, Inspectors General, the Comptroller General of the United States, Agency, and the State of California or any of their authorized representatives access, during normal business hours, to documents, papers, books and records which are directly pertinent to this contract for the purposes of making and responding to audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to the Consultant personnel for the purpose of interview and discussion related to the books and records.
- B. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Consultant agrees to provide the Federal Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

4. REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.326)

- A. Appendix II to Part 200 (A); Appendix II to Part 200 (B): Remedies for Breach; Termination for Cause/Convenience. If the contract is in excess of \$10,000 and the contract does not include provisions for both termination for cause and termination for convenience by the Agency, including the

manner by which it will be effected and the basis for settlement, then the following termination clauses shall apply. If the contract is for more than the simplified acquisition threshold (see 2 C.F.R. § 200.88) at the time the contract is executed and does not provide for administrative, contractual, or legal remedies in instances where Contractor violates or breaches the terms of the contract, then the following termination clauses shall apply and have precedence over the contract. Otherwise, the following termination clauses shall not be applicable to the contract.

- i. Termination for Convenience. The Agency may, by written notice to Consultant, terminate this contract for convenience, in whole or in part, at any time by giving written notice to Consultant of such termination, and specifying the effective date thereof ("Notice of Termination for Convenience"). If the termination is for the convenience of the Agency, the Agency shall compensate Provider for work or materials fully and adequately provided through the effective date of termination. No amount shall be paid for unperformed work or materials not provided, including anticipated profit. Consultant shall provide documentation deemed adequate by the Agency to show the work actually completed or materials provided by Consultant prior to the effective date of termination. This contract shall terminate on the effective date of the Notice of Termination.
- ii. Termination for Cause. If Consultant fails to perform pursuant to the terms of this contract, the Agency shall provide written notice to Consultant specifying the default ("Notice of Default"). If Consultant does not cure such default within ten (10) calendar days of receipt of Notice of Default, the Agency may terminate this contract for cause. If Consultant fails to cure a default as set forth above, the Agency may, by written notice to Consultant, terminate this contract for cause, in whole or in part, and specifying the effective date thereof ("Notice of Termination for Cause"). If the termination is for cause, Consultant shall be compensated for that portion of the work or materials provided which has been fully and adequately completed and accepted by the Agency as of the date the Agency provides the Notice of Termination. In such case, the Agency shall have the right to take whatever steps it deems necessary to complete the project and correct Consultant's deficiencies and charge the cost thereof to Consultant, who shall be liable for the full cost of the Agency's corrective action, including reasonable overhead, profit and attorneys' fees.

- iii. Reimbursement; Damages. The Agency shall be entitled to reimbursement for any compensation paid in excess of work rendered or materials provided and shall be entitled to withhold compensation for defective work or other damages caused by Consultant performance of the work.
 - iv. Additional Termination Provisions. Upon receipt of a Notice of Termination, either for cause or for convenience, Consultant shall promptly discontinue the work unless the Notice directs to the contrary. Consultant shall deliver to the Agency and transfer title (if necessary) to all provided materials and completed work, and work in progress including drafts, documents, plans, forms, maps, products, graphics, computer programs and reports. The rights and remedies of the parties provided in this Section are in addition to any other rights and remedies provided by law or under this contract. Consultant acknowledges the Agency's right to terminate this contract with or without cause as provided in this Section, and hereby waives any and all claims for damages that might arise from the Agency's termination of this contract. The Agency shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed work or materials not provided and shall not be entitled to damages or compensation for termination of work or supply of materials. If Agency terminates this contract for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience. In such event, Consultant shall be entitled to receive only the amounts payable under this Section, and Consultant specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits. The rights and remedies of the Agency provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this contract including, but not limited to, the right to specific performance.
- B. Appendix II to Part 200 (C) – Equal Employment Opportunity: Except as otherwise provided under 41 C.F.R. Part 60, Consultant shall comply with the following equal opportunity clause, in accordance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and implementation regulations at 41 C.F.R. Chapter 60:

- i. Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Consultant will take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause.
- ii. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.
- iii. Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Consultant's legal duty to furnish information.
- iv. Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- v. Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - vi. Consultant will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - vii. In the event of Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No.11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No.11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - viii. Consultant will include the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or Consultant. Consultant will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or Consultant as a result of such direction, Consultant may request the United States to enter into such litigation to protect the interests of the United States.
- C. Appendix II to Part 200 (D) – Davis-Bacon Act; Copeland Act: Not applicable to this contract.
- D. Appendix II to Part 200 (E) – Contract Work Hours and Safety Standards Act:

- i. If this contract is in excess of \$100,000 and involves the employment of mechanics or laborers, Consultant shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- ii. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- iii. In the event of any violation of the clause set forth in paragraph (ii) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (ii) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (ii) of this section.
- iv. The Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or

cause to be withheld, from any moneys payable on account of work performed by the Consultant or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (iii) of this section.

- v. The Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (ii) through (v) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (ii) through (v) of this Section.

E. Appendix II to Part 200 (F) – Rights to Inventions Made Under a Contract or Agreement:

- i. If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the Agency.
- ii. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

- iii. This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

F. Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act: If this contract is in excess of \$150,000, Consultant shall comply with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

- i. Pursuant to the Clean Air Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Consultant agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding \$150,000.
- ii. Pursuant to the Federal Water Pollution Control Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Consultant agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding \$150,000.

G. Appendix II to Part 200 (H) – Debarment and Suspension: A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or

otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - ii. Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - iii. This certification is a material representation of fact relied upon by Agency. If it is later determined that Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - iv. Consultant warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Consultant also agrees to verify that all subcontractors performing work under this contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Consultant further agrees to notify the Agency in writing immediately if Consultant or its subcontractors are not in compliance during the term of this contract.
- H. Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act: If this contract is in excess of \$100,000, Consultant shall have submitted and filed the required certification pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1353). If at any time during the contract term funding exceeds \$100,000.00, Consultant shall file with the Agency the Federal Standard Form LLL titled “Disclosure Form to Report Lobbying.” Consultants that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any

lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

I. Appendix II to Part 200 (J) – Procurement of Recovered Materials:

- i. Consultant shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement.
- ii. In the performance of this contract, the Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or at a reasonable price.
- iii. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

5. MISCELLANEOUS PROVISIONS

- A. The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.
- B. This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- C. Consultant acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract.
- D. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the Agency, Consultant, any subcontractors or any other party pertaining to any matter resulting from the contract.
- E. General and Administrative Expenses And Profit For Time And Materials Contracts/Amendments.
 - i. General and administrative expenses shall be negotiated and must conform to the Cost Principles.
 - ii. Profit shall be negotiated as a separate element of the cost. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the Consultant, the Consultant's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
 - iii. Any agreement, amendment or change order for work performed on a time and materials basis shall include a ceiling price that Consultant exceeds at its own risk.

ATTACHMENT 2

Agreement No. 2019-055 and Amendment No. 1

Project Name: Building and Safety Services

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF GOLETA
AND
WILLDAN ENGINEERING**

This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to as "AGREEMENT") is made and entered into this 18TH day of June 2019, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **WILLDAN ENGINEERING**, a corporation (herein referred to as "CONSULTANT").

WHEREAS the CITY has a need for professional Building and Safety services; and

WHEREAS the CITY does not have the personnel able and/or available to perform the services required under this AGREEMENT and, therefore, the CITY desires to contract for professional services to accomplish this work; and

WHEREAS the CITY procured these services in compliance with Goleta Municipal Code Chapter 3.05 of the Municipal Code through a request for proposal process; and

WHEREAS CONSULTANT represents that it is sufficiently experienced and capable of providing the services agreed to herein and is sufficiently familiar with the needs of the CITY.

WHEREAS the City Council, on this 18th day of June 2019, approved this AGREEMENT and authorized the City Manager to execute the AGREEMENT.

CITY and CONSULTANT agree as follows:

1. RETENTION AS CONSULTANT

CITY hereby retains CONSULTANT, and CONSULTANT hereby accepts such engagement, to perform the services described in Section 2. CONSULTANT warrants it has the qualifications, experience, and facilities to properly and timely perform said services.

2. DESCRIPTION OF SERVICES

The services to be performed by CONSULTANT are as follows:

Professional Building and Safety Services for the CITY, which shall generally include support to the CITY for plan checking, building inspections, customer service, on-call support as more particularly set forth in the Scope of Work, attached as Exhibit "A," and incorporated herein.

3. COMPENSATION AND PAYMENT

- (a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT shall not exceed eighty percent of what the City retains in fees collected from plan checking and building permits processed by CONSULTANT, until such time as the City adopts updated Building and Safety fees, at which time the total compensation payable going forward to CONSULTANT by CITY for the services under this AGREEMENT shall not exceed seventy percent of fees collected from these sources. This compensation shall be earned as the work progresses on the following basis:

Total fee revenue received by CITY for plan checking and building permits processed by CONSULTANT shall be qualifying fees. CONSULTANT shall earn compensation at the rate of eighty percent (80%) of qualifying fees, and then at seventy percent (70%) at such time as the City adopts updated Building and Safety fees. CONSULTANT shall be paid earned compensation on a monthly basis. CITY shall be entitled to retain initially twenty percent (20%), and then at thirty percent (30%) following adoption by the CITY of updated fees, of qualifying fees to cover overall program management and administrative costs.

- (b) **Payment.** CONSULTANT shall provide CITY with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to CITY's Project Manager, as described in Section 5. Invoices shall be made no more frequently than on a monthly basis, and describe the work performed (including a list of hours worked by personnel classification). All payments shall be made within 30 days after CITY's approval of the invoice.

4. EXTRA SERVICES

CITY shall pay CONSULTANT for those CITY-authorized extra services, not reasonably included within the services described in Section 2, as mutually agreed to writing in advance of the incurrence of extra services by CONSULTANT. Unless CITY and CONSULTANT have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist. The applicable hourly rates for extra services shall be at the hourly rates set forth in the compensation exhibit. Any compensation for extra services shall be part of the total compensation and shall not increase the not-to-exceed amount identified in Section 3.

5. CITY PROJECT MANAGER AND SERVICES BY CITY

The services to be performed by CONSULTANT shall be accomplished under the general direction of, and coordinate with, CITY's "Project Manager", as that staff person is designated by CITY from time to time, and who presently is Peter Imhof, Director of Planning and Environmental Review Department. Project Manager shall have the authority to act on behalf of the CITY in administering this AGREEMENT, but shall not be authorized to extend the term of the AGREEMENT or increase the not-to-exceed amount.

6. TERM, PROGRESS AND COMPLETION

The term of this AGREEMENT is from the date first written above to June 30, 2024, unless term of this AGREEMENT is extended, or the AGREEMENT is terminated as provided for herein.

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by Section 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager.

7. OWNERSHIP OF DOCUMENTS

All drawings, designs, data, photographs, reports and other documentation (other than CONSULTANT's drafts, notes and internal memorandum), including duplication of same prepared by CONSULTANT in the performance of these services, are the property of CITY. CITY shall be entitled to immediate possession of the same upon completion of the work under this AGREEMENT, or at any earlier or later time when requested by CITY. CITY agrees to hold CONSULTANT harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications for

purposes other than those described in this AGREEMENT, unless written authorization of CONSULTANT is first obtained.

8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR

This AGREEMENT is for professional services, which are personal to CITY. James M. Guerra, Certified Building Official & Director of Building and Safety, is deemed to be specially experienced and is a key member of CONSULTANT's firm, and shall be directly involved in the performance of this work. This key person shall communicate with, and periodically report to, CITY on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, CITY may terminate this AGREEMENT. This AGREEMENT may not be assigned or subcontracted without the City Manager's prior written consent.

9. HOLD HARMLESS AND INDEMNITY

(a) Hold Harmless for CONSULTANT's Damages. CONSULTANT holds CITY, its elected officials, officers, agents, and employees, harmless from all of CONSULTANT's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to CONSULTANT, to CONSULTANT's employees, to CONSULTANT's contractors or subcontractors, or to the owners of CONSULTANT's firm, which damages, losses, injuries or liability occur during the work required under this AGREEMENT, or occur while CONSULTANT is on CITY property, or which are connected, directly or indirectly, with CONSULTANT's performance of any activity or work required under this AGREEMENT.

(b) Defense and Indemnity of Third Party Claims/Liability. CONSULTANT shall investigate, defend, and indemnify CITY, its elected officials, officers, agents, and employees, from any claims, lawsuits, demands, judgments, and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, automobile, infringement of copyright/patent/trademark, or professional errors and omissions arising out of, directly or indirectly, an error, negligence, or omission of CONSULTANT or any of CONSULTANT's officers, agents, employees, representatives, subconsultants, or subcontractors, or the willful misconduct of CONSULTANT or any of CONSULTANT's officers, agents, employees, representatives, subconsultants, or subcontractors, in performing the services described in, or normally associated with, this type of contracted work. The duty to defend shall include any suits or actions concerning any activity, product or work required under this AGREEMENT, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related thereto.

(c) **No Waiver.** CITY does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by CITY, or the deposit with CITY, of any insurance certificates or policies described in Section 10.

10. INSURANCE

CONSULTANT shall, at CONSULTANT's sole cost and expense, provide insurance as described herein. All insurance is to be placed with insurers authorized to do business in the State of California with an A.M. Best and Company rating of A- or better, Class VII or better, or as otherwise approved by CITY.

Insurance shall include the following (or broader) coverage:

- a) Insurance Services Office Commercial Liability coverage "occurrence" form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- b) Insurance Services Office form number CA 00 01 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of \$1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider's commercial general liability policy.
- c) Workers' Compensation insurance complying with California worker's compensation laws, including statutory limits for workers' compensation and an Employer's Liability limit of \$1,000,000 per accident or disease.
- d) Professional liability insurance that covers the services to be performed in connection with this agreement, in the minimum amount of \$2,000,000 per claim and in the aggregate.

Liability insurance policies required to be provided by CONSULTANT hereunder shall contain or be endorsed to contain the following provisions:

- a) CITY, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the contract. Additional insured status under the general liability requirement shall be provided on Insurance Services Office Form CG 20 10, with an edition date prior to 2004,

or its equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37, or its equivalent.

- b) General and automobile liability insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage will not be limited to CITY's vicarious liability.
- c) Professional liability insurance policies inception date, continuity date, or retroactive date must be before the effective date of this agreement. CONSULTANT agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.
- d) Liability coverage shall be primary and non-contributing with any insurance maintained by CITY.
- e) Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to CITY. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.
- f) No liability insurance coverage provided to comply with this AGREEMENT shall prohibit CONSULTANT, or CONSULTANT's employees, or agents, from waiving the right of recovery prior to a loss. CONSULTANT waives its right of recovery against CITY.
- g) CONSULTANT agrees to deposit with CITY within fifteen days of Notice to Proceed of the Contract certificates of insurance and required endorsements.
- h) There shall be no recourse against CITY for payment of premiums or other amounts with respect to the insurance required to be provided by CONSULTANT hereunder. Any failure, actual or alleged, on the part of CITY to monitor compliance with these requirements will not be deemed as a waiver of any rights on the part of CITY. CITY has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this AGREEMENT does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by

CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments.

- i) CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this AGREEMENT. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

11. RELATIONSHIP OF CONSULTANT TO CITY

The relationship of the CONSULTANT to CITY shall be that of an independent contractor and that in no event shall CONSULTANT be considered an officer, agent, servant or employee of CITY. CONSULTANT shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

12. CORRECTIONS

In addition to the above indemnification obligations, CONSULTANT shall correct, at its expense, all errors in the work that may be disclosed during CITY's review of CONSULTANT's report or plans. Should CONSULTANT fail to make such correction in a reasonably timely manner, such correction shall be made by CITY, and the cost thereof shall be charged to CONSULTANT or withheld from any funds due to CONSULTANT hereunder.

13. TERMINATION BY CITY

CITY, by notifying CONSULTANT in writing, may upon 10 calendar days notice, terminate without cause any portion or all of the services agreed to be performed under this AGREEMENT. If termination is for cause, no notice period need be given. In the event of termination, CONSULTANT shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by CITY to CONSULTANT within 30 days following submission of a final statement by CONSULTANT unless termination is for cause. In such event, CONSULTANT shall be compensated only to the extent required by law.

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by CONSULTANT of the final payment made under this AGREEMENT shall operate as and be a release of CITY from all claims and liabilities

for compensation to CONSULTANT for anything done, furnished, or relating to CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of CITY's check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check. However, approval or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of CONSULTANT, its employees, subcontractors, agents and CONSULTANTS for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by CITY for any defect or error in the work prepared by CONSULTANT, its employees, subcontractors, agents and consultants.

15. AUDIT OF RECORDS

At any time during normal business hours and as often as it may deem necessary, CONSULTANT shall make available to a representative of CITY for examination of all its records with respect to all matters covered by this AGREEMENT and will permit CITY to audit, examine and/or reproduce such records. CONSULTANT will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least two years after termination or final payment under this AGREEMENT.

16. WAIVER; REMEDIES CUMULATIVE

Failure by a party to insist upon the strict performance of any of the provisions of this AGREEMENT by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this AGREEMENT, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

17. CONFLICT OF INTEREST

CONSULTANT is unaware of any CITY employee or official that has a financial interest in CONSULTANT'S business. During the term of this AGREEMENT and/or as a result of being awarded this AGREEMENT, CONSULTANT shall not offer, encourage

or accept any financial interest in CONSULTANT'S business by any CITY employee or official.

18. CONSTRUCTION OF LANGUAGE OF AGREEMENT

The provisions of this AGREEMENT shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

19. MITIGATION OF DAMAGES

In all situations arising out of this AGREEMENT, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

20. GOVERNING LAW

This AGREEMENT, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Santa Barbara County.

21. TAXPAYER IDENTIFICATION NUMBER

CONSULTANT shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. October 2018), as issued by the Internal Revenue Service.

22. NON-APPROPRIATION OF FUNDS

Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of CITY funds. In the event CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this AGREEMENT shall cover only those costs incurred up to the conclusion of the current fiscal year.

23. MODIFICATION OF AGREEMENT

The tasks described in this AGREEMENT and all other terms of this AGREEMENT may be modified only upon mutual written consent of CITY and CONSULTANT.

24. USE OF THE TERM "CITY"

Reference to "CITY" in this AGREEMENT includes City Manager or any authorized representative acting on behalf of CITY.

25. PERMITS AND LICENSES

CONSULTANT, at its sole expense, shall obtain and maintain during the term of this AGREEMENT, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this AGREEMENT.

26. CAPTIONS

The captions or headings in this AGREEMENT are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the AGREEMENT.

27. AUTHORIZATION

Each party has expressly authorized the execution of this AGREEMENT on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint venturers, insurance carriers and any others who may claim through it to this AGREEMENT.

28. ENTIRE AGREEMENT BETWEEN PARTIES

Except for CONSULTANT'S proposals and submitted representations for obtaining this AGREEMENT, this AGREEMENT supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services.


29. PARTIAL INVALIDITY

If any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.


Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CONSULTANT: Attention: James Guerra, Chief Building Official
Willdan Engineering
13191 Crossroads Parkway, North Suite 405
Industry, CA 91746

This Agreement may be executed in several counterparts, which may be facsimile or electronic copies. Each counterpart is fully effective as an original, and together constitutes one and the same instrument.


Michelle Greene, City Manager


David Hunt, Senior Vice President


Deborah Lopez, City Clerk
Officer


Stacy McLaughlin, Chief Financial


Winnie Cai, Assistant City Attorney

36

EXHIBIT A SCOPE OF SERVICES

1. CONSULTANT shall provide to CITY turnkey Building and Safety services, including: management of all contract services by a Certified Building Official; plan checking by Certified Plans Examiners; field inspections and permit reviews by Certified Building Inspectors; office administration and customer service by a Permit Counter Technician; emergency service response; the preparation of a fee study; the preparation of code updates; and participation in the formulation and implementation of a green building program.
2. In so doing, CONSULTANT shall assign Mr. Steve Stuart, Certified Building Official, as the Goleta Building Official, and Ms. Stephanie Spieler as Deputy Building Official. Mr. Stuart and Ms. Spieler shall have regular office hours as agreed by Willdan and the City each month, as well as on an on-call basis. The Goleta Building Official shall advise the Planning and Environmental Review staff of the City on technical matters regarding grading and construction, so as to provide early identification of special study needs and permit conditions relative to discretionary project development applications.
3. In so doing, CONSULTANT shall provide plan check services by a team of Certified Plans Examiners and Plan Check Engineers, where required by law, as well as non-structural plan check services by Certified Building Inspectors and/or a Permit Counter Technician as allowed by law and appropriate to the caseload processing objectives of the CITY.
4. In so doing, CONSULTANT shall provide a team of Certified Building Inspectors for field inspection, correction and sign-off of grading and construction development projects. The inspectors shall also be available for office appointments and project meetings in the field and at City Hall, as needed. Willdan will provide vehicles for its employees' use, unless otherwise authorized by the City Manager.
5. In so doing, CONSULTANT shall provide emergency response services by the Goleta Building Official and/or Certified Building Inspectors on an on-call basis, such as to assess entry conditions following a structural fire or seismic event.
6. In so doing, CONSULTANT shall provide a Permit Counter Technician to conduct public information outreach, application intake and processing, data collection, revenue collection and records management.
7. In so doing, CONSULTANT shall periodically prepare updates to Building and

Safety Codes, as governed by law.

8. In so doing, CONSULTANT shall assist the CITY's Director of Planning and Environmental Review in the formulation and implementation of a green building program, including the provision of technical assistance, review of peer agency programs, and public outreach on energy efficiency strategies, House Energy Reduction Systems (HERS) inspections and diagnostic audits.
9. In so doing, CONSULTANT shall provide these turnkey services on a schedule to be reviewed and set by the Goleta Building Official and the CITY's Director of Planning and Environmental review in six-month increments, beginning with commencement of this AGREEMENT.

EXHIBIT B HOURLY RATES

Building and Safety services, including Building Official, plan review, inspection and permit technician services, can be provided for a percent of permit fees collected by the City and/or time and material hourly rates.

Service Provided/Classification	All-Inclusive Fee/Hourly Rate
Building & Safety Services (all-inclusive % of fee)	80 % of permit fees collected 70% of permit fees collected after Building & Safety Fees are updated
Building Official (hourly)*	\$145/hour
Plan Review (hourly)*	\$135/hour
Building Inspection (hourly)*	\$100/hour
Permit Technician (hourly)*	\$65/hour

*For any additional requested services not included in overall percent of fees services.

2019-055.1

**AMENDMENT NO. 1
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
WILLDAN ENGINEERING**

This **Amendment No. 1** to the Professional Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **Willdan Engineering** ("Consultant") dated June 18, 2019 ("Agreement," Agreement No. 2019-055) is made on this 16 day of May, 2024.

SECTION A. RECITALS

1. This Agreement is for the professional Building and Safety services; and
2. The Agreement currently provides in Section 6 for the termination of the Agreement on June 30, 2024; and
3. The parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2025; and
4. The City Manager approved this Amendment No.1, on this 16 day of May, 2024.

SECTION B. AMENDED TERMS

Now therefore City and Consultant agree that the Agreement be, and hereby is, amended as follows:

1. **Section 6. TERM, PROGRESS AND COMPLETION** of the Agreement is amended to extend the term for an additional one (1) year to read in its entirety:

The term of this Agreement is from the date first written above to June 30, 2025, unless the term of this Agreement is extended or the Agreement is terminated as provided for herein.

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by Section 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager. All services shall be completed within the term of this Agreement following the notice to proceed.

2. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect.

In concurrence and witness whereof, this Amendment No. 1 has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

DocuSigned by:

Robert Nisbet

1AEBAGAD159E4D7...

Robert Nisbet, City Manager

CONSULTANT

DocuSigned by:

Vanessa Munoz

A6A1BAG252C2432...

Vanessa Munoz, President

ATTEST:

DocuSigned by:

Deborah Lopez

A3E00F3473GA47E...

Deborah Lopez, City Clerk

DocuSigned by:

Kate Nguyen

40080FC2CBA4F1...

Kate Nguyen, Secretary

APPROVED AS TO FORM:

MEGAN GARIBALDI, CITY ATTORNEY

DocuSigned by:

Scott Shapses

4365748AE5424CE...

Scott Shapses, Deputy City Attorney