



TO: Mayor and Councilmembers

FROM: Peter Imhof, Planning and Environmental Review Director

CONTACT: Anne Wells, Advance Planning Manager
J. Ritterbeck, Senior Planner

SUBJECT: Amendment No. 2 to the Agreement for Professional Services with Willdan Engineering for Building, Safety, and Engineering Services

RECOMMENDATION:

Authorize the City Manager to execute Amendment No. 2 to Professional Services Agreement No. 2017-060 with Willdan Engineering for building, safety, and engineering services in conjunction with oil and gas projects within the City (Attachment 1), increasing the maximum contract amount by \$20,000, for a total not-to-exceed amount of \$40,000.

BACKGROUND:

On July 31, 2017, the City executed a professional services agreement with Willdan Engineering (Willdan) (Attachment 2). The scope of services included supervision of oil and gas project-related building and safety activities, attendance at the Systems Safety and Reliability Review Committee (SSRRC). The SSRRC is a committee comprised of Santa Barbara County Energy Minerals & Compliance, Santa Barbara County Building & Safety, Phillips 66, Santa Barbara County Air Pollution Control District, Santa Barbara County Fire, Freeport-McMoRan Oil & Gas, E&B Natural Resources, ExxonMobil, Greka Group, Beacon West, Willdan, and the City of Goleta, which is tasked with the review of environmental documents related to proposed oil and gas projects throughout the County. Willdan reviews and reports on those facilities and projects within and impacting the City, audits and inspections of the Ellwood Onshore Oil and Gas Processing Facility (EOF), and other oil and gas building, safety, and engineering tasks as needed and where applicable to oil and gas deposit cases. The agreement with Willdan includes subcontractor Robert Brown Engineers (with a 15% upcharge) who provide unique oil and gas-specific expertise in their review. Both Willdan and Robert Brown Engineers have longstanding relationships with the City and extensive knowledge of oil and gas facilities within the City, including the EOF and landward portions of the PRC 421 piers.

Initially, Venoco deposit cases were expected to cover all costs under the Agreement. However, on April 17, 2017, Venoco filed a petition for relief under Chapter 11 of the Bankruptcy Code. Since the Venoco bankruptcy, third-party funding has been unavailable for monitoring and enforcing compliance with the various permits and conditions of approval associated with operation of oil and gas facilities. To ensure permit compliance, the City has relied on General Fund monies to backfill what previously had been paid by Venoco.

The original not-to-exceed amount for the agreement amount was \$10,000 with a termination date of June 30, 2019. On March 26, 2018, the City amended the Agreement to add an additional \$10,000 in total compensation to address additional oversight needs related to the ownership changes at the EOF (Attachment 3). At this time, additional work is still required, in addition to work previously rendered that exceeded contract authority, to conduct a final inspection and full assessment of the oil and gas facilities, including Platform Holly, to ensure that the Safety Inspection, Maintenance and Quality Assurance Plan (SIMQAP) has been followed prior to the start of plugging and abandonment work. Furthermore, New Line 96 will require future inspection and Old Line 96 still requires closeout reporting, both necessitating support from Willdan. Future invoices will reflect these work efforts as well as reporting results to SSRRC.

DISCUSSION:

Staff is requesting the contract be amended to increase contract authority, to both compensate Willdan for services rendered in exceedance of contract amount for work done on behalf of the City at the EOF in preparation for the SIMQAP review and to allocate sufficient funds to cover the final summary inspection for the City. The final inspection will establish a baseline conditions report to memorialize the status of the facilities upon transfer of all regulatory oversight from the City to the State, pursuant to the recently approved Memorandum of Understanding (MOU) with the State Lands Commission

FISCAL IMPACTS:

The FY 2018/19 Revised Budget includes a total of \$742,464 in the Advance Planning Professional Services account (101-5-4300-500). The current balance in the account is \$531,769. No new appropriations are required for the proposed amendment of \$20,000.

Amendment is recommended to pay for services previously rendered in excess of contract authority of \$4,200 and additional costs of approximately \$15,800 for a total not to exceed amount of \$40,000. The table below summarizes the current contract with Willdan Engineering and the proposed amendment:

Willdan Engineering Contract Analysis

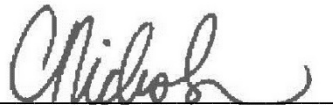
Agreement No.	Term	Contract Authority	Willdan Invoices	Balance
2017-060	7/31/2017 – 6/30/2019	\$10,000	\$10,000	\$0
2017-060.1	3/26/2018-6/30/2019	\$10,000	\$14,200	-\$4,200
Total Contract Authority		\$20,000	\$24,200	-\$4,200
Proposed Amendment				
2017-060.2	11/6/2018 – 6/30/2019	\$20,000	TBD	TBD
Total Contract Authority w/ Amendment		\$40,000	\$24,200	\$15,800

Sufficient budget is available in Advance Planning – Professional Services account 101-5-4300-500 to support the \$20,000 amendment, as shown in the table below:

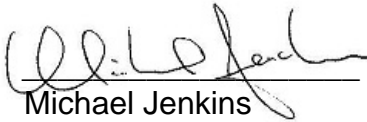
Willdan Engineering Amendment, FY 18/19				
Fund Type	Account	FY 18/19 Budget	FY 18/19 YTD + Enc.	Available Budget
General Fund	101-5-4300-500	\$742,464	\$210,695	\$531,769

ALTERNATIVES:

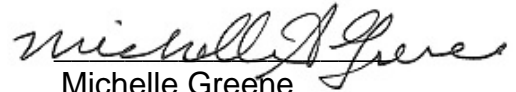
The City Council could elect not to authorize the recommended action. If the recommended action is not authorized, the City will close the agreement with no payment for services rendered that were beyond the contract compensation amount. If closed, the City would be unable to ensure a quality transition of regulatory authority over to the State for the EOF and would be unable to inspect New Line 96 and close-out of Old Line 96.

Reviewed By:**Legal Review By:****Approved By:**


Carmen Nichols
Deputy City Manager



Michael Jenkins
City Attorney



Michelle Greene
City Manager

ATTACHMENTS:

1. Amendment No. 2 to Professional Services Agreement No. 2017-060
2. Professional Services Agreement No. 2017-060 and 2017-060.1 (Available Online Only)

ATTACHMENT 1

Amendment No. 2 to Professional Services Agreement No. 2017-060

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

This **Amendment No. 2** to a **Professional Services Agreement** by and between the **City of Goleta**, a municipal corporation ("City") and **Willdan Engineering**, a California corporation ("Consultant") dated July 31, 2017 ("Agreement," Agreement No. 2017-060) is made this 6th day of November, 2018.

RECITALS

WHEREAS, this Agreement is for the professional building, safety, and engineering services in conjunction with oil and gas projects; and

WHEREAS, this Agreement was entered into on July 31, 2017 with a maximum compensation of \$10,000; and

WHEREAS, the Agreement was amended on March 26, 2018 ("Amendment No. 1") to add \$10,000 to the total compensation amount of the Agreement; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed twenty thousand dollars (\$20,000); and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of twenty thousand dollars (\$20,000) for continued professional building, safety, and engineering services; and

WHEREAS, the City Council, on this 6th day of November, 2018, approved this AGREEMENT and authorized the City Manager to execute the AGREEMENT.

AMENDED TERMS

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

1. Section 3 Subsection (a). COMPENSATION AND PAYMENT of the Agreement is amended to add an additional authorized amount of \$20,000 and to read in its entirety:

(a) Maximum and Rate. The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$40,000 (herein "not to exceed amount"), and shall be earned as the work progresses.

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. 2 has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

CONSULTANT

Michelle Greene, City Manager

Daniel Chow, President

ATTEST:

Deborah Lopez, City Clerk

David L. Hunt, Senior Vice President

APPROVED AS TO FORM



Winnie Cai, Assistant City Attorney

ATTACHMENT 2

Professional Services Agreement No. 2017-060 and 2017-060.1

Project Name: Oil and Gas
Deposit Case 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 31 day of July, 2017, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **WILLDAN ENGINEERING**, (herein referred to as "CONSULTANT").

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; and

WHEREAS, the City has a need for building, safety, and engineering services in conjunction with reimbursable oil and gas projects; and

WHEREAS, CONSULTANT was recommended for award based on relevant project experience and previous work experience completed for the CITY and recommended for award of this AGREEMENT by Advance Planning Manager Anne Wells; and

WHEREAS, the City Manager is authorized by Goleta Municipal Code Section 3.05.240 to execute this AGREEMENT because the value of the AGREEMENT is less than \$30,000.

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, safety, and engineering services in conjunction with oil and gas projects. Services shall generally include supervision of oil and gas project related building and safety activities, attendance at the Systems Safety and Reliability Review Committee (SSRRC), review of

environmental documents related to proposed oil and gas projects within and impacting the City, audits and inspections of the Ellwood Onshore Oil and Gas Processing Facility (EOF), and other oil and gas building, safety, and engineering tasks as needed where applicable to oil and gas deposit cases.

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** the sum of \$10,000 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "A," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2019, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

(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 in advance. 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 Anne Wells. 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, 2019 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. All services shall be completed according to the terms of the AGREEMENT.

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, Director is deemed to be specially experienced and is a key member of CONSULTANT's firm, and shall be directly involved in performing, supervising or assisting 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. The following portions of the work will be subcontracted out to other parties by CONSULTANT:

Robert Brown Engineers, Jay Sheth, Oil and gas audits and inspections; attendance at the SSRRC; review of environmental documents and emergency response plans; review of noise, air, and monitoring reports, and permit consultations; welding inspections, document review, and QA/QC audits; and other engineering support tasks as needed.

This AGREEMENT is not assignable by CONSULTANT without CITY's prior consent in writing.

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 level 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 0001 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 on a policy form appropriate to CONSULTANTS profession. Limits shall be no less than \$1,000,000 per claim.

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 exact 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 with an edition date prior to 2004.
- b) CONSULTANT's insurance shall apply 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) Liability coverage shall be primary and non-contributing with any insurance maintained by CITY.
- d) 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.
- e) 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.

- f) CONSULTANT agrees to deposit with CITY within fifteen days of Notice to Proceed of the Contract certificates of insurance and required endorsements.
- g) 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.
- h) 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. RELATION OF THE PARTIES

The relationship of the parties to this AGREEMENT shall be that of independent contractors 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. 12-87), 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, including a CITY business license, 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.

30. NOTICES

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 CITY:

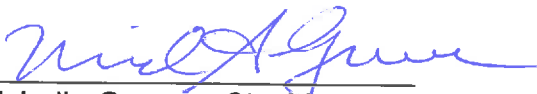
Attn: Michelle Greene, City Manager
City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117

TO CONSULTANT:

Attention: James M. Guerra
Willdan Engineering
13191 Crossroads Parkway, North Suite 405
Industry, CA 91746

In concurrence and witness whereof, this AGREEMENT has been executed by the parties effective on the date and year first above written.

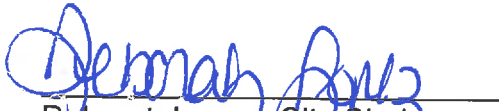
CITY OF GOLETA



Michelle Greene, City Manager

CONSULTANT


Daniel Chow, President

ATTEST:


Deborah Lopez, City Clerk


David L. Hunt, Senior Vice President

APPROVED AS TO FORM


Winnie Cai, Deputy City Attorney

**EXHIBIT A
Fee Schedule**

<u>PROFESSIONAL SERVICES</u>	<u>RATE/COST¹</u>
Director	\$209
Deputy Director	\$206
Principal Project Manager	\$196
Supervising Plan Check Engineer	\$166
Building Official	\$166
Plan Check Engineer	\$161
Deputy Building Official	\$161
Inspector of Record	\$161
Plans Examiner II	\$147
Supervising Building Inspector	\$147
Plans Examiner I	\$134
Senior Building Inspector	\$134
Supervisor Code Enforcement	\$134
Building Inspector ²	\$123
Supervising Construction Permit Specialist	\$123
Senior Construction Permit Specialist ²	\$116
Senior Code Enforcement Officer	\$111
Assistant Building Inspector	\$111
Construction Permit Specialist	\$99
Code Enforcement Officer	\$94
Assistant Construction Permit Specialist	\$94
Plans Examiner Aide	\$88
Assistant Code Enforcement Officer	\$82
<i>1. Overtime charged 1.5 times standard rates, Sundays and Holidays charged 2 times standard rates.</i>	
<i>2. \$169 per hour for Prevailing Wage Projects</i>	
<u>MISCELLANEOUS SERVICES/EXPENSES</u>	
Subconsultant Management Fee	15%
Blueprinting, reproduction, messenger services, and printing	Cost Plus 15%
Automobile Mileage (per mile)	Current IRS Rate

SUBCONSULTANT - ROBERT BROWN ENGINEERS

PROFESSIONAL SERVICES

Principal Consultant	\$158
Principal Engineer	\$126
Senior Engineer	\$119
Secretary	\$56
Subcontractors	Cost Plus 10%

MISCELLANEOUS SERVICES/EXPENSES

Copies – 8 ½" x 11"	\$0.25/page
Copies – 11" x 17"	\$0.52/page
Automobile Mileage	Current IRS Rate
Additional Administrative Expenses	At Cost

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

This Amendment No. 1 to a Professional Services Agreement is made this 26 day of March 2018 between the City of Goleta, a municipal corporation ("City") and Willdan Engineering, a California corporation ("Consultant") dated July 31, 2017 ("Agreement," Agreement No. 2017-060).

RECITALS

WHEREAS, the Agreement is for the professional building, safety, and engineering services in conjunction with oil and gas projects; and

WHEREAS, this Agreement was entered into on July 31, 2017 with a maximum compensation of \$10,000; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed ten thousand dollars (\$10,000); and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of ten thousand dollars (\$10,000) for continued professional building, safety, and engineering services; and

WHEREAS, the City Manager approved this Amendment No. 1, pursuant to the Goleta Municipal Code Section 3.05.240 on this 26 day of March 2018.

AMENDED TERMS

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

1. **Section 3 Subsection (a). COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$10,000 and to read in its entirety:

(a) Maximum and Rate. The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$20,000 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis.

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "A," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2019, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.


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.

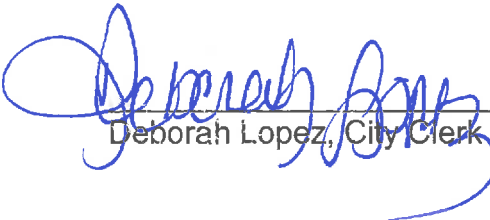
CITY OF GOLETA



Michelle Greene, City Manager

CONSULTANT


Daniel Chow, President

ATTEST:


Deborah Lopez, City Clerk


David L. Hunt, Senior Vice President

APPROVED AS TO FORM


Winnie Cai, Deputy City Attorney