



Agenda Item B.21
CONSENT CALENDAR
Meeting Date: June 18, 2019

TO: Mayor and Councilmembers

FROM: Peter Imhof, Planning and Environmental Review Director

CONTACT: Lisa Prasse, Current Planning Manager

SUBJECT: Contract with Willdan Engineering for the Provision of Building and Safety Services

RECOMMENDATION:

Authorize the City Manager to execute an Agreement with Willdan Engineering to provide turnkey building and safety services on a revenue sharing basis until June 30, 2024 (Attachment 1).

BACKGROUND:

Willdan Engineering started upon City incorporation in providing full service for planning, building and engineering until the City established its own planning and public works departments. Willdan continued on 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, field 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 contract with Willdan has been amended four times since March 2010 to extend the length of the contract and to adjust the revenue sharing arrangement. 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, 2019.

Given the length of time since the original contract with Willdan Engineering to provide these services, it was determined that a Request for Proposal (RFP) should be released to seek bids from qualified firms to provide the full range of Building and Safety services.

The RFP was issued on April 8, 2019 with responses due by April 30, 2019. Over 800 firms were notified of the RFP. Five firms submitted responses and staff evaluated the proposals submitted and interviewed four firms in mid-May (May 13th and May 14th). (One firm withdrew after submitting its proposal.) After concluding the interview process with

four firms, Willdan Engineering's proposal to provide Building and Safety services was selected based on the criteria outlined in the RFP.

DISCUSSION:

Based on the outcome of the RFP process, Willdan Engineering will continue to provide "turnkey" Building and Safety services on a contract basis as described above. 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 40 years of building and safety experience and expertise, Willdan understands the process of complying with various codes, standards, regulations, and laws.

As negotiated with Willdan, the revenue sharing arrangement will initially be 80% (Willdan) / 20% (City) of Building and Safety fees collected, which is an increase in the current fee structure because the fees are outdated. The City is in the process of updating these fees, which have not been updated since the City's incorporation. When the new fees are adopted, Willdan's fee share will change to 70%. Willdan will also provide its own vehicles as part of this agreement instead of using City vehicles.

Per Willdan's proposal, Steve Stuart, currently the Deputy Building Official, will initially serve as the City's Building Official, replacing Jim Guerra, who will continue to serve as Project Manager. It is anticipated that long-time City of Goleta Building Inspector Stephanie Spieler, who is presently completing her State Building Official certification, will step into the role of Building Official within the next year when she receives her certification.

The proposed contract with Willdan Engineering outlining the revenue sharing, the contract length, and the scope of services to be provided is provided as Attachment 1 to this report.

FISCAL IMPACTS:

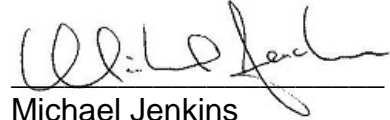
Building and Safety services are provided on a cost recovery fee-for-service basis, with the expenses and fee income separately recorded in the City financial records. The revenue and expense accounts for Building and Safety services are accounted for in the General Fund. As proposed in the contract, the City would initially receive 20%, and then 30% when the Building and Safety fees are updated, of all plan check and Building Permit revenue for the next five years. The total amount of fees received will vary depending on the construction activity occurring within the City. The City has received approximately \$4,860,000 over the past five fiscal calendar years (2014-2015 through 2018-2019 Fiscal years). Budget is adjusted and programmed accordingly to activity levels.

ALTERNATIVES:

The Council could choose to continue the item for additional information and/or have staff seek additional bids. 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

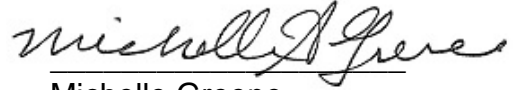
Professional Services Agreement 2010-029 for an additional six months, so that there is not a lapse in the provision of Building Services.

Legal Review By:



Michael Jenkins
City Attorney

Approved By:



Michelle Greene
City Manager

ATTACHMENT:

1. Professional Services Agreement No. 2019 - ____ with Willdan Engineering

ATTACHMENT 1:

Professional Services Agreement No. 2019 - ____ with Willdan Engineering

**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 CITY: Attention: Michelle Greene, City Manager
City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117

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.

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

CONSULTANT

Michelle Greene, City Manager

David Hunt, Senior Vice President

ATTEST

Deborah Lopez, City Clerk
Officer

Stacy McLaughlin, Chief Financial

APPROVED AS TO FORM


Winnie Cai, Assistant City Attorney

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.
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 Services 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.