

**EIGHTH AMENDMENT TO AGREEMENT BETWEEN
CITY OF TEMECULA AND ESGIL, LLC**

PLAN REVIEW SERVICES

THIS EIGHTH AMENDMENT is made and entered into as of **October 10, 2023** by and between the City of Temecula, a municipal corporation (hereinafter referred to as "City"), and **Esgil, LLC a Corporation**, (hereinafter referred to as "Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This Amendment is made with the respect to the following facts and purposes:
 - a. On **July 1, 2018**, the City and Consultant entered into that certain Agreement entitled "Agreement for Plan Review Services," in the amount of \$600,000.00
 - b. On **January 8, 2019**, the City entered into a First Amendment to that certain Agreement entitled "Agreement for Plan Review Services" to increase the payment in the amount of \$150,000.00 for a total agreement amount of \$750,000.00.
 - c. On **October 17, 2019**, the City and Consultant entered into a Second Amendment to that certain Agreement entitled "Agreement for Plan Review Services" to correct the miss-stated total Agreement dollar amount indicated in Section 6.a of the First Amendment.
 - d. On **May 4, 2020**, the City and Consultant entered into a Third Amendment to that certain Agreement entitled "Agreement for Plan Review Services" to increase the payment in the amount of \$100,000.00 for a total agreement amount of \$850,000.00.
 - e. On **May 10, 2021**, the City and Consultant entered into a Fourth Amendment to that certain Agreement entitled "Agreement for Plan Review Services" to increase the payment in the amount of \$360,000.00 for a total agreement amount of \$1,210,000.00.
 - f. On **July 1, 2022**, the City and Consultant entered into a Fifth Amendment to that certain Agreement entitled "Agreement for Plan Review Services" to increase the term of the agreement to July 12, 2022.
 - g. On **July 12, 2022**, the City and Consultant entered into a Sixth Amendment to that certain Agreement entitled "Agreement for Plan Review Services" to increase the payment in the amount of \$500,000.00 for a total agreement amount of \$1,710,000.00 and to increase the term of the agreement to June 30, 2023.
 - h. On **July 1, 2023**, the City and Consultant entered into a Seventh Amendment to that certain Agreement entitled "Agreement for Plan Review Services" to increase the term of the agreement to June 30, 2024.
 - i. The parties now desire to increase the payment in the amount of \$200,000.00 and to amend the Agreement as set forth in this Amendment.
2. This Amendment shall correct the miss-stated dollar amounts for Agreement totals indicated in Section 1.g of the Seventh Amendment.
3. Section 1 of the Agreement entitled "**TERM**" is hereby amended to read as follows:

"This Agreement shall remain and continue in effect until tasks herein are completed, but in no event later than **June 30, 2024** unless sooner terminated pursuant to the provisions of this Agreement.

4. Section 6 of the Agreement entitled "PAYMENT" at paragraph "a" is hereby amended to read as follows:

The City agrees to pay Consultant monthly, in accordance with the payment rates and schedules and terms set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B, other than the payment rates and schedule of payment, are null and void. The **Eighth** Amendment amount shall not exceed **Two Hundred Thousand Dollars and Zero Cents (\$200,000.00)**, for additional **Plan Review Services** for a total Agreement amount of **One Million Nine Hundred and Ten Thousand Dollars and Zero Cents (\$1,910,000.00)**

5. Except for the changes specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF TEMECULA

ESGIL, LLC

By: _____
~~Zach~~ Schwank, Mayor
Zak

By: Paul Meschino
Paul Meschino, President

ATTEST:

By: _____
Randi Johl, City Clerk

By: David A. Kniff
David Kniff, Assistant Secretary

APPROVED AS TO FORM:

By: _____
Peter M. Thorson, City Attorney

CONSULTANT

Esgil, LLC
David Kniff
9320 Chesapeake Drive, Suite 208
San Diego, CA 92123
(858) 560-1468 Phone
Dkniff@Esgil.com

~~City Purchasing Mgr.
Initials and Date:~~

EXHIBIT A

Tasks to be Performed

The specific elements (scope of work) of this service include:

PLAN REVIEW SERVICES SCOPE OF WORK

1. Plan pickup and delivery should be done within 24 hours after receiving notice from the City at the expense of the Consultant.
2. Perform complete plan review of submitted plans to determine compliance with adopted codes (listed below) including any amendments to the Temecula Municipal Code:
 - California Building Code (CBC)
 - California Plumbing Code (CPC)
 - California Mechanical Code (CMC)
 - California Fire Code (CFC)
 - California Residential Code (CRC)
 - California Building Energy Efficient Standards (CBES)
 - Energy Conservation
 - Disabled Access
3. Consultant shall provide plan correction lists to the City who will provide them to the applicant.
4. Consultant shall not receive or distribute plans directly to the applicant without prior authorization from the City.
5. Plan Review turn-around times shall be no more than 10-12 business days for new submittals and 5-7 business days for re-submittals.
6. Perform all necessary liaison with the applicant's designee, by telephone, fax, mail, e-mail or meeting in Consultant's main office, and perform all necessary rechecks to achieve conformance to the regulations.
7. Perform all necessary liaison with the Building Official or his designee, by mail, e-mail, telephone, fax or in Consultant's main office regarding any discretionary code issues.
8. Perform plan review of revisions to plans that have previously been approved for permit issuance charged hourly based on the Consultants approved rate schedule (see Exhibit B Payment Rates and Schedule).
9. Perform extra work when requested in writing by the City including accelerated plan review on an as-needed basis.
10. Attend meetings related to proposed building projects at the request of the Building Official at locations other than Consultant's office.

EXHIBIT B

Payment Rates and Schedule

COMPENSATION FOR PLAN REVIEW SERVICES

1. The compensation paid by the City to the Consultant for each plan review shall be **60%** of the "**Plan Check Fee**" collected by the City.

The single fee includes all rechecks, plan check conferences at Consultant's office, reviewing plans that are initially found to be incomplete and for the transmitting of plans back to the jurisdiction.

2. Compensation for revisions shall be calculated either the same as the percentage of plan review fee or shall be based on Consultant's current Labor Rates Schedule*. The method of calculating compensation for each such plan reviewed shall be as agreed to by the Building Official and Consultant.
3. Compensation for work performed accelerated, extra work and meetings shall be based on the attached Consultant's Labor Rates Schedule as modified each year.

ESGIL CORPORATION HOURLY RATES

Supervising Structural Engineer	\$135.00
Structural Engineer	\$120.00
Civil Engineer	\$105.00
Electrical Engineer	\$105.00
Mechanical Engineer	\$105.00
Certified Access Specialist	\$105.00
I.C.C. Plans Examiner	\$86.00
Building Inspector	\$83.00

Note

Labor rates are only used when requested by our clients, where a Building Plan Check Fee is not applicable.