

# STAFF REPORT



ITEM NO. 11  
CITY OF OCEANSIDE

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DATE: October 8, 2008  
TO: Honorable Mayor and City Councilmembers  
FROM: Development Services Department/Building Division  
SUBJECT: **AMENDMENT 1 TO THE PROFESSIONAL SERVICE AGREEMENT WITH ESGIL CORPORATION FOR PLAN REVIEW SERVICES FOR THE BUILDING DIVISION**

## **SYNOPSIS**

Staff recommends that the City Council approve Amendment 1 in the amount of \$360,000 to the professional services agreement with EsGil Corporation for plan review services for the Building Division, extending the term of the agreement from November 18, 2008, to June 30, 2010; and authorize the City Manager to execute the amendment.

## **BACKGROUND**

In 2003 a request for proposals was initiated to solicit plan review and inspection contract services. On November 9, 2005 the City Council approved a Professional Services Agreement with EsGil in an amount not to exceed \$360,000 for FY 2005-2006, \$200,000 for the FY 2006-2007 and \$200,000 for the FY 2007-2008. This three year agreement, which provided for contact plan review services, is set to expire November 18, 2008.

The Building Division has been utilizing the services of EsGil to perform highly technical and complex plan reviews for larger projects within the City, which they have performed in a professional and timely manner.

## **ANALYSIS**

Contract services for building plan review are necessary for the ongoing service delivery of plan review functions with the Building Division. Current staff levels and budgetary constraints do not allow for the hiring of personnel with training in structural, mechanical and electrical engineering. These services are necessary given the complexity of some of the larger projects that have been constructed over the last few years and in anticipation of future projects. Contract plan review services are paid through a portion of collected permit fees, and are utilized only as needed. The continuation of these services is to maintain an acceptable level of service for plan review activities with the City.

**FISCAL IMPACT**

All plan review and inspection services are paid through fees charged to permit applicants. Fees paid to EsGil Corporation are an agreed-upon percentage of collected plan review and permit fees. Council has approved a line item budget amount for contract services in the amount of \$180,000 for FY 2008-2009 and \$180,000 for FY 2009-2010 in account 101.274620.5241. Amendment 1 specifies that a maximum of \$180,000 can be spent in each of the next two fiscal years. Therefore, there are sufficient funds for this amendment.

**INSURANCE REQUIREMENTS**

The City's standard insurance requirements will be met.

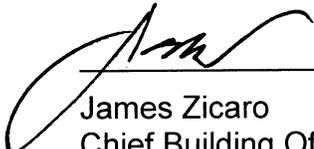
**CITY ATTORNEY'S ANALYSIS**

The referenced documents have been reviewed by the City Attorney and approved as to form.

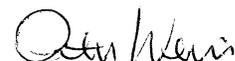
**RECOMMENDATION**

Staff recommends that the City Council approve Amendment 1 in the amount of \$360,000 to the professional services agreement with EsGil Corporation for plan review services for the Building Division, extending the term of the agreement from November 18, 2008, to June 30, 2010; and authorize the City Manager to execute the amendment.

PREPARED BY

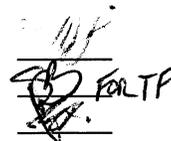
  
\_\_\_\_\_  
James Zicaro  
Chief Building Official

SUBMITTED BY

  
\_\_\_\_\_  
Peter Weiss  
City Manager

REVIEWED BY

Michelle Skaggs-Lawrence, Deputy City Manager  
Teri Ferro, Financial Services Director  
George Buell, Development Services Director

  
\_\_\_\_\_  
FOR TF

ATTACHMENT

- 1. Professional Services Agreement Amendment 1

**CITY OF OCEANSIDE**  
**1<sup>st</sup> AMENDMENT TO**  
**PROFESSIONAL SERVICES AGREEMENT**

**BUILDING PLAN REVIEW AND INSPECTION SERVICES**

THIS 1<sup>st</sup> AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT dated November 9, 2005 for Building Plan Review and Inspection Services (hereinafter "1<sup>st</sup> Amendment") is made and entered into this \_\_\_\_ of \_\_\_\_\_ 2008, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and EsGil Corporation, hereinafter designated as "CONSULTANT."

**RECITALS**

WHEREAS, City and Consultant are the parties to that certain Professional Services Agreement dated November 9th, 2005, hereinafter referred to as the "Agreement", wherein CONSULTANT agreed to provide certain services to the CITY as set forth therein;

WHEREAS, pursuant to Section 14.0 of the Agreement, the Agreement will expire on November 18, 2008;

WHEREAS, Section 14.0 of the Agreement allows the City to extend the term of the Agreement by doing so in writing;

WHEREAS, the CITY and CONSULTANT desire to extend the term of the Agreement to June 30, 2010 under the same terms and conditions as set forth in the Agreement;

WHEREAS, the CITY and CONSULTANT desire to modify the compensation provisions of Section 13.1 to reflect this extension;

WHEREAS, except as expressly provide in this 1<sup>st</sup> Amendment, the City and CONSULTANT desire that all other terms and conditions of the Agreement remain in full force and effect thought the extension of the Agreement; and

WHEREAS, the CITY and CONSULTANT accordingly desire to modify Sections 13.1 (Compensation) and 14.0 (Term of Agreement) to effectuate this extension.

**1<sup>st</sup> AMENDMENT**

NOW, THEREFORE, as set forth herein, the parties hereto do mutually agree that the Agreement shall be amended as follows:

**Subject: BUILDING PLAN REVIEW AND INSPECTION SERVICES**

**13.0. COMPENSATION.**

Section 13.1 For work performed by CONSULTANT in accordance with this Agreement, CITY shall pay CONSULTANT in accordance with the same schedule of billing rates as set forth. No rate changes shall be made during the term of this Agreement without prior written approval of the Building Official. The total compensation for the term of this Agreement shall not exceed \$180,000 for Fiscal Year 2008-2009 and \$180,000 for Fiscal Year 2009-2010.

**14.0. TERM OF AGREEMENT.** The term of the Agreement is hereby extended for a period of 19 months beginning on November 19, 2008 and ending on June 30, 2010, unless terminated earlier as provided for elsewhere in the Agreement.

Except as expressly set forth in this 1<sup>st</sup> Amendment, the Agreement shall remain in full force and effect and is hereby ratified and reaffirmed.

**SIGNATURES.** The individuals executing this 1<sup>st</sup> Amendment represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this 1<sup>st</sup> Amendment on behalf of the respective legal entities of the CONSULTANT and the CITY.

IN WITNESS WHEREOF the parties hereto being duly authorized on behalf of their respective entities to execute this 1<sup>st</sup> Amendment, do hereby agree to the covenants contained in the Agreement, including this 1<sup>st</sup> Amendment and have caused this Amendment to be executed by setting hereunto their signatures this 11<sup>th</sup> day of Sept., 2008.

ESGIL CORPORATION

CITY OF OCEANSIDE

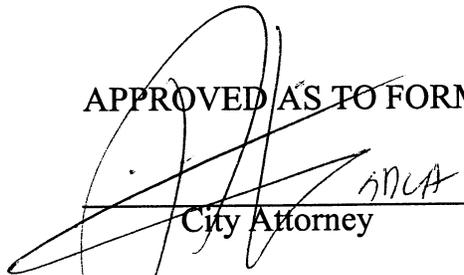
By:   
Richard Esgate, President

By: \_\_\_\_\_  
Peter Weiss, City Manager

By:   
Kurt Culver, Senior Vice President

APPROVED AS TO FORM:

95-3444018  
Federal Employer ID No. \_\_\_\_\_

  
City Attorney

**NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.**

## ACKNOWLEDGMENT

State of California

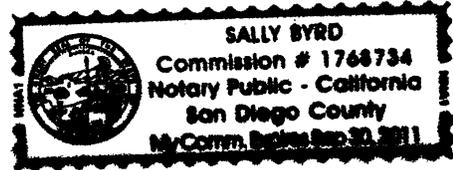
County of SAN Diego)

On September 11, 2008 before me, Sally Byrd  
(insert name and title of the officer)

personally appeared Richard Esgate,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.



Signature Sally Byrd (Seal)

**ACKNOWLEDGMENT**

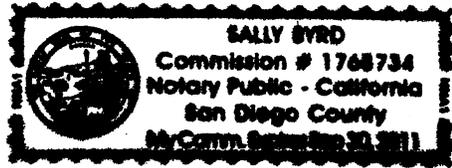
State of California  
County of San Diego)

On September 11, 2008 before me, SALLY BYRD  
(insert name and title of the officer)

personally appeared Kurt Colver,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.



Signature Sally Byrd (Seal)

**CITY OF OCEANSIDE**  
**PROFESSIONAL SERVICES AGREEMENT**  
**BUILDING PLAN REVIEW AND INSPECTION SERVICES**

**CITY OF OCEANSIDE**  
**DEC 08 2005**

THIS AGREEMENT is made and entered into this 9<sup>th</sup> day of November, 2005, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and EsGil Corporation, hereinafter designated as "CONSULTANT".

**RECITALS**

- A. CITY desires to obtain professional plan review and inspection services from an independent contractor.
- B. CONSULTANT has submitted a proposal to provide plan review services for the CITY in accordance with the terms set forth in this Agreement.
- C. CITY desires to contract with CONSULTANT as an independent contractor and CONSULTANT desires to provide services to CITY as an independent contractor.
- D. CONSULTANT has demonstrated its competence and professional qualifications necessary for the satisfactory performance of the services designated herein by virtue of its experience, training, education and expertise.

**NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

- 1.0 **SCOPE OF WORK.** The project is more particularly described as follows: Review building plans submitted for permit to ensure compliance with the California Building Standards Code, other codes adopted by the CITY, and related policies and procedures as may be implemented by the CITY. Provide building inspection and other staff services as needed.
- 1.1 **PROFESSIONAL SERVICES PROVIDED BY CONSULTANT.** The professional services to be performed by CONSULTANT shall consist of but not be limited to the following:
  - Plan review, code and engineering consultation, inspection and other staff services as necessary to assist the Building Department to successfully fulfill its mission.
  - 1.1.1 Work closely with the Building Director in performing work in accordance with this Agreement in order to receive clarification as to the result the CITY expects to be accomplished by CONSULTANT. The Building Director, under the authority of the City Manager, shall be the CITY's authorized representative in the interpretation and enforcement of all work performed in connection with this Agreement. The Building Director may delegate authority in connection with this Agreement to the Building Director's designees. For the purposes of directing the CONSULTANT's performance in accordance with this Agreement, the Building Director delegates authority to the Permit Processing Manager and Inspections Manager.

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1.1.2 In compliance with Government Code section 7550, the CONSULTANT shall include a separate section in the proposal prepared pursuant to this Agreement which contains a list of all the subcontractors and dollar amounts of all contracts and subcontracts required for the preparation of work described in this Agreement.

1.2 **SERVICES PROVIDED BY CITY.** The CITY shall perform the following services:

1.2.1 Provide access to all plans and records.

1.2.2 Provide CONSULTANT copies of ordinances, resolutions, policies and procedures related to the scope of work described above.

1.2.3 Provide direction and feedback to CONSULTANT regarding quality and timeliness of work product.

2.0 **TIMING REQUIREMENTS**

2.1 Time is of the essence in the performance of work under this Agreement and the following timing requirements shall be strictly adhered to unless otherwise modified in writing as set forth in Section 2.4. Failure by CONSULTANT to strictly adhere to these timing requirements may result in termination of this Agreement by the CITY and the assessment of damages against the CONSULTANT for delays.

2.2 The maximum time between receipt of plans by the CONSULTANT and plan review and notification to the applicant of results shall be according to the following schedule:

Project Type	Working Days
a. Single Family Residences and other Structures up to 10,000 square feet in floor area.	10
b. Multi-family Residences and Non-residential Structures up to 50,000 square feet in floor area	12
c. All structures more than 50,000 square feet	15

This schedule may be altered by written mutual agreement signed by both parties.

2.3 CONSULTANT shall submit all requests for extensions of time for performance in writing to the Building Director no later than ten (10) calendar days after the start of the condition which purportedly caused the delay, and not later than the date on

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which performance is due. The Building Director shall review all such requests and may grant reasonable time extensions in writing for unforeseeable delays which are beyond CONSULTANT's control.

2.4 For all time periods not specifically set forth herein, the CONSULTANT shall respond in the most expedient and appropriate manner under the circumstances, by either telephone, fax hand delivery or mail.

3.0 **DESIGN CRITERIA AND STANDARDS.** All work shall be performed in accordance with applicable CITY, state and federal codes and criteria. In the performance of its professional services, CONSULTANT shall use the degree of care and skill ordinarily exercised by CONSULTANT under similar conditions.

4.0 **INDEPENDENT CONTRACTOR.** CONSULTANT's relationship to the CITY shall be that of an independent contractor. CONSULTANT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the Building Director. The CONSULTANT shall not be authorized to communicate directly with, nor in any way direct the actions of, any bidder or the construction contractor for this project without the prior written authorization by the Building Director. CONSULTANT shall be sole responsible for the performance of any of its employees, agents or subcontractors under this agreement.

CONSULTANT shall report to the CITY any and all employees, agents and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.

5.0 **CITY BUSINESS LICENSE.** Prior to the commencement of any work under this agreement, the CONSULTANT shall obtain and present a copy of an Oceanside City Business License to the Building Director.

6.0 **WORKERS' COMPENSATION INSURANCE.** Pursuant to Labor Code section 1861, the CONSULTANT hereby certifies that the CONSULTANT is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONSULTANT will comply with such provisions and provide certification of such compliance as a part of these Award Documents. The certification shall be in accordance with Subsections 7.3 through 7.8 of this Agreement.

7.0 **LIABILITY INSURANCE.**

7.1 CONSULTANT shall, throughout the duration of this Agreement, maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONSULTANT, its agents and

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employees, performed in connection with this Agreement including, but not limited to, premises and automobile.

7.2. CONSULTANT shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance  
(bodily injury and property damage)

Combined Single Limit Per Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000*

Commercial General Liability Insurance  
(bodily injury and property damage)

General limit per occurrence	\$ 1,000,000
General limit project specific	\$ 2,000,000

<u>Automobile Liability Insurance</u>	\$ 2,000,000
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\*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONSULTANT under this Agreement.

7.2.1 If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONSULTANT to restore the required limits. The CONSULTANT shall also notify the CITY's Project Manager promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONSULTANT resulting from any of the CONSULTANT's work.

7.3 All insurance companies affording coverage to the CONSULTANT for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this Agreement. Insurance coverage provided to the CITY as additional insured shall be primary insurance and other insurance maintained by the CITY, its officers, agents and employees shall be excess only and not contributing with insurance provided pursuant to this Section

7.4 All insurance companies affording coverage to the CONSULTANT pursuant to this Agreement shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.

7.5 All insurance companies affording coverage shall provide thirty (30) day written notice to the CITY should the policy be cancelled before the expiration date. For the

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- 10.0 **ERRORS AND OMISSIONS.** In the event that the Building Director determines that the CONSULTANT's negligence, errors or omissions in the performance of work under this Agreement has resulted in expense to CITY greater than would have resulted if there were no such negligence, errors or omissions in the plans or contract specifications, CONSULTANT shall reimburse CITY for the additional expenses incurred by the CITY. Nothing herein is intended to limit CITY's rights under Sections 7, 8 or 9.
- 11.0 **NO CONFLICT OF INTEREST.** The CONSULTANT shall not be financially interested in any other CITY contract for this project. For the limited purposes of interpreting this section, the CONSULTANT shall be deemed a "City officer or employee", and this Section shall be interpreted in accordance with Government Code section 1090. In the event that the CONSULTANT becomes financially interested in any other CITY contract for this project, that other contract shall be void. The CONSULTANT shall indemnify and hold harmless the CITY, under Section 9 above, for any claims for damages resulting from the CONSULTANT's violation of this Section.
- 12.0 **OWNERSHIP OF DOCUMENTS.** All plans and specifications, including details, computations and other documents, prepared or provided by the CONSULTANT under this Agreement shall be the property of the CITY. The CITY agrees to hold the CONSULTANT free and harmless from any claim arising from any use, other than the purpose intended, of the plans and specifications and all preliminary sketches, schematics, preliminary plans, architectural perspective renderings, working drawings, including details, computation and other documents, prepared or provided by the CONSULTANT. CONSULTANT may retain a copy of all material produced under this Agreement for the purpose of documenting their participation in this project.
- 13.0 **COMPENSATION.**
- 13.1 For work performed by CONSULTANT in accordance with this Agreement, CITY shall pay CONSULTANT in accordance with the schedule of billing rates set forth in Exhibit "A", attached hereto and incorporated herein by reference. No rate changes shall be made during the term of this Agreement without prior written approval of the Building Director. The total compensation for the term of this agreement shall not exceed \$360,000 for Fiscal Year 2005-06, \$200,000 for Fiscal Year 2006-07, and \$200,000 for Fiscal Year 2007-08.
- CONSULTANT shall obtain approval by the Building Director prior to performing any work which results in incidental expenses to CITY as set forth in Section 13.2.2.
- 13.2 CONSULTANT shall maintain accounting records including the following information:

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purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.

- 7.6 CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
- 7.7 CONSULTANT shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONSULTANT to provide such a substitution and extend the policy expiration date shall be considered a default by CONSULTANT and may subject the CONSULTANT to a suspension or termination of work under the Agreement.
- 7.8 Maintenance of insurance by the CONSULTANT as specified in this Agreement shall in no way be interpreted as relieving the CONSULTANT of any responsibility whatsoever and the CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.
- 8.0 **PROFESSIONAL ERRORS AND OMISSIONS INSURANCE.** Throughout the duration of this agreement and four (4) years thereafter, the CONSULTANT shall maintain professional errors and omissions insurance for work performed in connection with this Agreement in the minimum amount of Five Hundred Thousand dollars (\$ 500,000).

CONSULTANT shall provide evidence of compliance with these insurance requirements by providing a Certificate of Insurance.

- 9.0 **CONSULTANT'S INDEMNIFICATION OF CITY.** CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of the negligent acts, errors, omissions or other wrongful acts of conduct of the CONSULTANT or its employees, agents, subcontractors or others in connection with the execution of the work covered by this Agreement, except only for those claims arising from the sole negligence or sole willful conduct of the CITY, its officers, agents or employees. CONSULTANT's indemnification shall include any and all costs, expenses, attorneys' fees and liability incurred by the CITY, its officers, agents or employees in defending against such claims, whether the same proceed to judgment or not. Further, CONSULTANT, at its own expense, shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents or employees resulting or arising from the tortuous acts or omissions of the CONSULTANT.

CONSULTANT's indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONSULTANT.

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13.2.1 Names and titles of employees or agents, types of work performed and times and dates of all work performed in connection with this Agreement which is billed on an hourly basis.

13.2.2 All incidental expenses including reproductions, computer printing, postage, mileage and subsistence.

13.3 CONSULTANT's accounting records shall be made available to the Building Director for verification of billings, within a reasonable time of the Building Director's request for inspection.

13.4 CONSULTANT shall submit monthly invoices to CITY. CITY shall pay CONSULTANT within thirty (30) days of receipt of invoice, unless rejected for cause by the Building Director.

→ 14.0 **TERM.** The term of this Agreement shall be 3 years beginning on November 19, 2005 and terminating on November 18, 2008, unless extended in writing by CITY.

14.1 **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement by providing thirty (30) days written notice to the other party.

If any portion of the work is terminated or abandoned by the CITY, then the CITY shall pay CONSULTANT for any work completed up to and including the date of termination or abandonment of this Agreement, in accordance with Section 13. The CITY shall be required to compensate CONSULTANT only for work performed in accordance with the Agreement up to and including the date of termination.

15.0 **ASSIGNMENT AND DELEGATION.** This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the CONSULTANT's duties be delegated, without the express written consent of the CITY. Any attempt to assign or delegate this Agreement without the express written consent of the CITY shall be void and of no force or effect. A consent by the CITY to one assignment shall not be deemed to be a consent to any subsequent assignment.

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

16.0 **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONSULTANT concerning the work to be performed for this project and supersedes all prior negotiations, representations or agreements.

17.0 **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

The CONSULTANT shall be responsible for complying with all local, state and

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EsGil Corporation**

Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

18.0 **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an Agreement in writing, signed by the parties hereto.

19.0 **DISPUTE RESOLUTION.**

a. Any controversy or claim arising out of or relating to this Agreement, or concerning the breach or interpretation thereof, shall be first submitted to mediation, the cost of which shall be borne equally by the parties.

b. No suit shall be brought on this contract unless all statutory claims filing requirements have been met.

20. **NOTICES.** All notices, demands, requests, consents or other communications which this Agreement contemplates or authorizes, or requires or permits either party to give to the other, shall be in writing and shall be personally delivered or mailed to the respective party as follows:

**TO CITY:**

City of Oceanside  
Gerald Gilbert  
Development Services Director  
300 North Coast Highway  
Oceanside, CA 92054

**TO CONSULTANT:**

EsGil Corporation  
Richard James Esgate  
President  
9320 Chesapeake Drive  
San Diego, CA 92123

Either party may change its address by notice to the other party as provided herein.

Communications shall be deemed to have been given and received on the first to occur:

a. Actual receipt at the offices of the party to whom the communication is to be sent, as designated above, or

b. Three (3) working days following the deposit in the United States mail of registered or certified mail, postage prepaid, return receipt requested, addressed to the offices of the party to whom the communication is to be sent, as designated above.

21.0 **SIGNATURES.** The individuals executing this Agreement represent and warrant

**Professional Services Agreement  
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EsGil Corporation**

that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY.

**IN WITNESS WHEREOF** the parties hereto for themselves, their heirs, executors, administrators, successors and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures:

ESGIL CORPORATION

By: *Richard James Esgate*  
Richard Esgate, President

By: *Kurt Culver*  
Kurt Culver, Senior Vice President

95-3444018  
Employer ID No.

CITY OF OCEANSIDE

By: *Steven R. Jepsen*  
Steven R. Jepsen, City Manager

APPROVED AS TO FORM:

*DCA*  
City Attorney Tarquin Preziosi

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

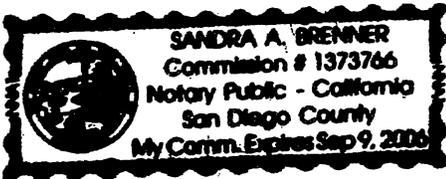
No. 511

State of CALIFORNIA  
County of SAN DIEGO

On 10/20/05 before me, SANDRA A. BRENNER, NOTARY  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared RICHARD JAMES ESGATE & KURT CULVER  
NAME(S) OF SIGNER(S)

personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

*Sandra A. Brenner*  
SIGNATURE OF NOTARY

**OPTIONAL SECTION**

**CAPACITY CLAIMED BY SIGNER**

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- INDIVIDUAL
- CORPORATE OFFICER(S)  
PRES. & SR. VP  
TITLE(S)
- PARTNER(S)  LIMITED  GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

**SIGNER IS REPRESENTING:**

NAME OF PERSON(S) OR ENTITY(IES)

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

**OPTIONAL SECTION**  
TITLE OR TYPE OF DOCUMENT CITY OF OCEANSIDE CONTRACT

NUMBER OF PAGES \_\_\_\_\_ DATE OF DOCUMENT \_\_\_\_\_

SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

**Exhibit "A"**  
**Schedule of Billing Rates**

The undersigned declares that she or he has carefully examined this Schedule of Billing Rates which is hereby made a part of this Professional Services Agreement; is thoroughly familiar with its contents; is authorized to represent the firm; and agrees to perform the specified work for the following cost quoted in full:

**SCHEDULE OF FEES:**

**Plan Review Services: Full Plan Review for compliance with California Building**

**Standards Code and Related Ordinances and Statutes. 55% of the permit fee**

Adopted by the City of Oceanside and the latest City Valuation tables.

Includes All Rerechecks. Repeat Plan reduced to 10%

**Inspection Services: All permit inspections and co-ordination with City**

**Building Inspection: 75% of the permit fee as above.**

Upon City adoption of new fee, percentages may be adjusted.

**Additional Services (Hourly Rate):**

Plan Check Engineer \$96/ hr

ICC Certified Plan Check 82 / hr

Building Inspector 75 / hr

- Certificate of Insurance attached; insurance company's A.M. Best's Rating:

**Firm Name and Address**

ESGIL Corporation

9320 Chesapeake Drive #208

San Diego, CA 92123

Contact: Richard James Esgate

Phone: 858-560-1468

**Signature of Authorized Representative**

*Richard James Esgate*

Date: 10-25-05