

## **RESOLUTION NO. 23-92**

**Resolution Of The City Council Of The City Of Emeryville Authorizing A Second Amendment Of The Professional Services Contract With West Coast Code Consultants (WC<sup>3</sup>) For Fiscal Year 2022-2023 For Building Division Services In An Amount Of \$250,000 To Cover Expanded Services For A Total Amount Not To Exceed \$3,091,714 And Increasing Revenues And Expenditures In The Building Division Budget For Fiscal Year 2022-2023**

**WHEREAS**, on June 21, 2022, the City Council adopted Resolution No. 22-77 approving a Professional Services Contract with West Coast Code Consultants (WC<sup>3</sup>) to provide professional services in plan check, field inspections and project management for the Building Division during fiscal year 2022-2023 ("Contract"); and

**WHEREAS**, on March 21, 2023, the City Council adopted Resolution No. 23-31 approving a First Amendment to the Contract to increase the total compensation amount of \$1,137,074 by \$1,704,640 to an amount not to exceed \$2,841,714 to cover expanded services; and

**WHEREAS**, staff is recommending that the City Council adopt a Second Amendment to the Contract to increase the total compensation amount of \$2,841,714 by \$250,000 to an amount not to exceed \$3,091,714 to cover expanded services; and

**WHEREAS**, the City of Emeryville amends the budget as necessary during the fiscal year and staff is recommending that the City Council make corresponding increases in the Community Development Department expenditure and revenue budgets for fiscal year 2022-2023 to cover this contract increase; and

**WHEREAS**, the City of Emeryville has determined that specialized knowledge, skills, and training are necessary to render the services contemplated hereunder; and

**WHEREAS**, the public interest will be served by this Second Amendment; now, therefore, be it

**RESOLVED**, that the City Council of the City of Emeryville hereby authorizes the City Manager to enter into a Second Amendment of the Professional Services Contract with West Coast Code Consultants, Inc., in substantial form as attached to this resolution as Exhibit A, to provide the Building Division with expanded services, increasing the contract amount for a total compensation not to exceed \$3,091,714 for fiscal year 2022-2023; and, be it further

**RESOLVED**, that the City Council of the City of Emeryville hereby authorizes an appropriation of \$250,000 from the General Fund to the Building Division fiscal year 2022-2023 expenditure budget consisting of \$250,000 to the Professional Services - Plan Check account (1730-80480); and be it further

**RESOLVED**, that the City Council of the City of Emeryville hereby authorizes an increase of \$357,000 to the Building Division fiscal year 2022-2023 revenue budget consisting of

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WC<sup>3</sup> Contract Second Amendment FY2022-2023  
City Council Meeting | July 18, 2023  
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\$300,000 to Plan Checking revenues (1730-58400) and \$57,000 to Energy Review revenues (1730-58380).

**ADOPTED**, by the City Council of the City of Emeryville at a regular meeting held Tuesday, July 18, 2023, by the following vote:

AYES:	<u>5</u>	Mayor Bauters, Vice Mayor Welch and Council Members Kaur, Mourra and Priforce
NOES:	<u>0</u>	
ABSTAIN:	<u>0</u>	
ABSENT:	<u>0</u>	

DocuSigned by:  
*John Bauters*  
C7389B49E2C9458...  
MAYOR

ATTEST:  
  
DocuSigned by:  
*April Richardson*  
9AF9F07CE0264D8...  
CITY CLERK

APPROVED AS TO FORM:  
  
DocuSigned by:  
*John Kennedy*  
2C934D02DB55407...  
CITY ATTORNEY



**City of Emeryville**  
CALIFORNIA

## PROFESSIONAL SERVICES CONTRACT

### SECOND AMENDMENT

#### THIS SECOND AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT

("Amendment") is effective as of \_\_\_\_\_ (the "Effective Date"),, by and between **THE CITY OF EMERYVILLE**, a municipal corporation, ("City") and **WEST COAST CODE CONSULTANTS** ("Contractor"), individually referred to as a "Party" and collectively as the "Parties".

#### WITNESSETH THAT

**WHEREAS**, the City and Contractor entered into a Professional Services Contract dated July 1, 2022 ("Contract") for the purpose of retaining the services of Contractor to provide provide building services; and

*WHEREAS, the City and Contractor entered into a first amendment of the Contract on April 27, 2023 for the purpose of increasing the contract amount; and*

**WHEREAS**, the City and Contractor desire to amend the Contract; and

**WHEREAS**, the public interest will be served by this Amendment.

**NOW, THEREFORE**, the Parties hereto do mutually agree as follows:

#### 1. AMENDMENT

The Parties agree to amend the Contract as checked below:

##### 1.1 *Exhibit A*

- ☐ Exhibit A of the Contract is hereby amended in its entirety and replaced with **Exhibit A-Revision Number**;

**OR**

- ☐ Exhibit A of the Contract is hereby amended to include the provisions of **Exhibit A-Revision Number**, attached hereto and incorporated herein by this reference.

#### FOR CITY USE ONLY

Contract No.		CIP No.	
Resolution No.		Project No.	

REV 06/2020

***Exhibit A***

**City of Emeryville** | Professional Services Contract Amendment  
REV 06/2020

**1.2 Termination Date**

- ☐ The Parties desire to extend the termination date. Section 1.3 of the Contract is hereby amended to extend the termination date to **NEW END DATE**.

**1.3 Total Compensation Amount**

- ☒ The Parties desire to increase the Total Compensation Amount as set forth in Section 3.2 of the Contract by **TWO HUNDRED AND FIFTY THOUSAND DOLLARS AND NO CENTS (\$250,000.00)**. The total amount paid under the Contract as compensation for Services performed and reimbursement for costs incurred shall not, in any case, exceed **THREE MILLION, NINETY-ONE THOUSAND, SEVEN HUNDRED AND FOURTEEN DOLLARS AND NO CENTS (\$3,091,714.00)**.

**2. CONTINUING EFFECT OF CONTRACT**

Except as amended by this Amendment, all other provisions of the Contract remain in full force and effect and shall govern the actions of the Parties under this Amendment. From and after the date of this Amendment, whenever the term "Contract" appears in the Contract, it shall mean the Contract as amended by this Amendment.

**3. ADEQUATE CONSIDERATION**

The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

**4. SEVERABILITY**

If any portion of this Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

**5. WAIVER**

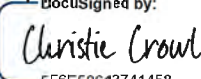
The City's failure to enforce any provision of this Amendment or the waiver in a particular instance shall not be construed as a general waiver of any future breach or default.

**SIGNATURES ON FOLLOWING PAGE**

6. SIGNATURE PAGE TO PROFESSESIONAL SERVICES CONTRACT  
SECOND AMENDMENT

IN WITNESS WHEREOF the City and the Contractor have executed this Contract,  
which shall become effective as of the date first written above.

Approved As To Form:

DocuSigned by:  
  
5F6E58613741458...  
City Attorney

Dated: CITY OF EMERYVILLE

\_\_\_\_\_  
City Manager

Dated: WEST COAST CODE CONSULTANTS, INC.

DocuSigned by:  
  
C7DB6A0CF6F84C6...  
Giyan Senaratne, Principal (Signature)

06/28/2023

Attach: W-9 Form	Attach: Business License Certificate	Attach: Insurance Certificate and Endorsements