

- 6.3.** CONTRACT AMENDMENT NO. SIX (6) IN THE AMOUNT OF \$25,000 WITH SCHAAF & WHEELER CONSULTING CIVIL ENGINEERS FOR PHASE III SERVICES FOR THE LEVEE PROTECTION PLANNING AND IMPROVEMENTS PROJECT (CIP 327-657)



DATE: September 16, 2024

TO: Mayor and Members of the City Council

VIA: Stefan Chatwin, City Manager  
Marlene Subhashini, Assistant City Manager

FROM: Andrew Brozyna, Public Works Director/City Engineer  
Laura Galli, Engineering Manager  
Francine Magno, Senior Civil Engineer

DEPARTMENT: Public Works

SUBJECT: CONTRACT AMENDMENT NO. SIX (6) IN THE AMOUNT OF  
\$25,000 WITH SCHAAF & WHEELER CONSULTING CIVIL  
ENGINEERS FOR PHASE III SERVICES FOR THE LEVEE  
PROTECTION PLANNING AND IMPROVEMENTS PROJECT  
(CIP 327-657)

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## RECOMMENDATION

It is recommended that the City Council adopt the attached resolution authorizing the Mayor to execute Contract Amendment No. Six (6) to Phase III – Bidding, Construction Support Services and Project Closeout (Phase III) contract with Schaaf & Wheeler Consulting Civil Engineers (S&W) in the amount of \$25,000 for the Levee Protection Planning and Improvements Project (CIP 327-657).

## EXECUTIVE SUMMARY

The levee certification process through the Federal Emergency Management Agency (FEMA) ensures that the Flood Insurance Rate Map (FIRM) for the Foster City area is updated to reflect the completed levee improvements for FEMA accreditation. Contract Amendment No. 6 (CA #6) will provide for continued levee certification assistance for an iterative data request and comment process with FEMA that was not contemplated in the original scope of work. The proposed fees, for the not-to-exceed amount of \$25,000 have been determined reasonable. Funding is available

in the project budget established for CIP 327-657.

## BACKGROUND

Over the course of the last 10 years, the City has engaged S&W via three contracts to perform professional services for the various stages of the Levee Improvements Project including:

1. Phase 1 – Preliminary Design and CEQA Environmental Reporting (Resolution No. 2015-78; September 8, 2015; closed contract totaled \$887,644)
2. Phase 2 – Final Design and Environmental Permitting (Resolution No. 2016-73; October 17, 2016; closed contract totaled \$2,853,436)
3. Phase 3 – Construction Support (Resolution No. 2020-130; November 16, 2020; current contract \$4,356,745 authorized)

The City Council adopted City Resolution No. 2020-130 authorizing the Mayor to execute an agreement with S&W, in an amount not-to-exceed \$2,600,000 for the Phase 3 services on November 16, 2020. A total of five Contract Amendments were approved equaling \$1,756,745 as summarized below:

- Contract Amendment No. 1 – (\$46,745); May 3, 2021; City Resolution No. 2021-49 – Added scope for the development of interpretive signage design and narrative panels that were required as part of the San Francisco Bay Conservation and Development Commission (BCDC) permit.
- Contract Amendment No. 2 – (\$162,000); May 17, 2021; City Resolution No. 2021-65 – Added additional clapper rail bird nesting monitoring and surveys for the remainder of the calendar year 2021 to Huffman-Broadway Group's (HBG) scope (the environmental subconsultant).
- Contract Amendment No. 3 – (\$400,000); April 4, 2022; City Resolution No. 2022-34 – Added as-needed environmental monitoring by HBG for calendar year 2022, support services for access point redesigns, and public outreach and communications.
- Contract Amendment No. 4 – (\$760,000); December 5, 2022; City Resolution No. 2022-140 – Addressed additional environmental compliance/monitoring performed by HBG in 2023 and preparation of irrigation plans for adjacent HOA properties impacted by construction.
- Contract Amendment No. 5 – (\$388,000); June 20, 2023; City Resolution No. 2023-77 – Addressed additional geotechnical testing required to ensure the structural integrity of the levee following an unanticipated atmospheric river event. It also addressed additional bird nesting monitoring that was required by BCDC, to allow light construction work to continue during the restricted bird work window.

## ANALYSIS

The certification process ensures that the Flood Insurance Rate Map (FIRM) for the Foster City area is updated to reflect the completed levee improvements. On February

12, 2024, S&W submitted to FEMA, a package consisting of a post construction verification survey of the levee's top of flood protection elements as well as record drawings reflecting the improvements. Based on S&W's recent experience working with FEMA for accreditation of the City of San Mateo's levee, staff was informed that there would likely be multiple rounds of additional comments from FEMA after the initial submittal, that had not been built into S&W's scope of work when Phase 3 of their contract was executed back in November 2020. On July 21, 2024, as predicted, FEMA responded to the City's submittal, with a request for various additional pieces of data before completing their review. The original cost proposal did not anticipate or include provisions for an iterative review process and more effort is required to provide this additional information to achieve FEMA accreditation.

CA #6 in the amount of \$25,000 provides for the additional support services not included in the original scope but are necessary for the City to obtain FEMA accreditation for the Levee project. The scope of work includes the preparation of responses to comments and requests for additional data, including filling out requested forms, providing additional documentation and analyses, coordination with the City of San Mateo to address multijurisdictional questions, and an allowance for subsequent data requests. The City is required to respond to the first round of FEMA comments by October 19, 2024.

## CALIFORNIA ENVIRONMENTAL QUALITY ACT

An Environmental Impact Report (EIR) was prepared for the Levee Protection Planning and Improvements Project (State Clearinghouse No. 2016012012), with subsequent addendums. Approval of CA #6 (which would allow S&W to respond to FEMA's request for more data to complete the process) would not result in any changes or additions or any new information requiring a subsequent EIR pursuant to CEQA Guidelines section 15162 or an addendum pursuant to CEQA Guidelines section 15164.

## FISCAL IMPACT

The attached contract is for time and materials for a not-to-exceed amount of \$25,000, which has been broken into two phases: \$12,500 for the current data request and \$12,500 for any additional rounds of comments that may be requested by FEMA. Should there be no further rounds of review, the unused budget for the additional rounds of review would be returned to the project budget. With the execution of CA #6, the revised contract amount is \$4,381,745. Adequate funding is available for the additional scope from the Project budget (CIP 327-657).

## CITY COUNCIL VISION, MISSION, AND VALUE/PRIORITY AREA

Facilities and Infrastructure

ATTACHMENTS:

Attachment 1 – Resolution

Attachment 2 – Schaaf & Wheeler Contract Amendment No. Six (6)

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOSTER CITY AUTHORIZING THE MAYOR TO EXECUTE CONTRACT AMENDMENT NO. SIX (6) IN THE AMOUNT OF \$25,000 WITH SCHAAF & WHEELER CONSULTING CIVIL ENGINEERS FOR PHASE 3 SERVICES FOR THE LEVEE PROTECTION PLANNING AND IMPROVEMENTS PROJECT (CIP 327-657) (CEQA STATUS: ENVIRONMENTAL IMPACT REPORT WAS PREPARED FOR THE LEVEE PROTECTION PLANNING AND IMPROVEMENTS PROJECT (STATE CLEARINGHOUSE NO. 20106012012))

CITY OF FOSTER CITY

WHEREAS, on November 16, 2020, the City Council adopted City Resolution No. 2020-130 authorizing a Contract Agreement with Schaaf & Wheeler Consulting Civil Engineers in an amount no-to-exceed \$2,600,000 for the Phase 3 – Bidding, Construction Support Services and Project Closeout (Phase 3) contract for the Levee Protection Planning and Improvements Project (CIP 327-657); and

WHEREAS, on May 3, 2021, the City Council adopted City Resolution No. 2021-49 authorizing Amendment No.1 to Phase 3 contract with Schaaf & Wheeler Consulting Civil Engineers in the amount of \$46,745 for interpretive signage; and

WHEREAS, on May 17, 2021, the City Council adopted City Resolution No. 2021-65 authorizing Amendment No. 2 to Phase 3 contract with Schaaf & Wheeler Consulting Civil Engineers in the amount of \$162,000 for environmental monitoring required by regulatory agencies; and

WHEREAS, on April 4, 2022, the City Council adopted City Resolution No. 2022-34 authorizing Amendment No. 3 to Phase 3 contract with Schaaf & Wheeler Consulting Engineers in the amount of \$400,000 for environmental monitoring, design review and out of scope Project work; and

WHEREAS, on December 5, 2022, the City Council adopted City Resolution No. 2022-140 authorizing Amendment No. 4 to Phase 3 contract with Schaaf & Wheeler Consulting Engineers in the amount of \$760,000 for design review, preparation of irrigation plans for Project for adjacent HOA properties impacted by construction, and additional environmental monitoring services; and

WHEREAS, on June 20, 2023, the City Council adopted City Resolution No. 2023-77 authorizing Amendment No. 5 to Phase 3 contract with Schaaf & Wheeler Consulting Engineers in the amount of \$388,000 to continue project review, geotechnical and materials observation and testing and additional environmental monitoring services through project completion; and

WHEREAS, Contract Amendment No. Six (6) in the amount of \$25,000 would provide for the required services for Schaaf & Wheeler to provide additional Federal Emergency Management Agency certification assistance to achieve FEMA accreditation; and

WHEREAS, funding is available in the approved project budget for the Levee Protection Planning and Improvements Project (CIP 327-657); and

WHEREAS, an Environmental Impact Report (EIR) was prepared for the Levee Protection Planning and Improvements Project (State Clearinghouse No. 2016012012), with subsequent addendums. Approval of CA #6 (which would allow S&W to respond to FEMA's request for more data to complete the process) would not result in any changes or additions or any new information requiring a subsequent EIR pursuant to CEQA Guidelines section 15162 or an addendum pursuant to CEQA Guidelines section 15164.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Foster City hereby authorizes:

The Mayor to execute Contract Amendment No. Six (6) to Phase 3 contract with Schaaf & Wheeler Consulting Civil Engineers in the amount of \$25,000 to provide additional Federal Emergency Management Agency certification assistance for the Levee Protection Planning and Improvements Project (CIP 327-657).

PASSED AND ADOPTED as a resolution of the City Council of the City of Foster City at the regular meeting held on the 16<sup>th</sup> day of September 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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PATRICK SULLIVAN, MAYOR

ATTEST:

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PRISCILLA SCHAUS, CITY CLERK

**CITY OF FOSTER CITY**  
**CONTRACT AMENDMENT NO. SIX (6)**

DATE: September 16, 2024

Account No.: 327-0910-657-4251

PROJECT: LEVEE PROTECTION PLANNING AND IMPROVEMENTS PROJECT  
(CIP 327-657)

TO: SCHAAF & WHEELER CONSULTING CIVIL ENGINEERS

Based on mutual agreement, the following work is hereby included in the Phase 3 Services Agreement for Construction Support dated November 16, 2020.

CHANGE REQUESTED BY: Schaaf & Wheeler and City of Foster City

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ORIGINAL CONTRACT AMOUNT	\$ 2,600,000
CONTRACT AMENDMENT NO. ONE (1)    Apprvd. 05-03-2021	\$    46,745
CONTRACT AMENDMENT NO.TWO (2)    Apprvd. 05-17-2021	\$   162,000
CONTRACT AMENDMENT NO. THREE (3) Apprvd. 04-04-2022	\$   400,000
CONTRACT AMENDMENT NO. FOUR (4)   Apprvd. 12-05-2022	\$   760,000
CONTRACT AMENDMENT NO. FIVE (5)   Apprvd. 06-20-2023	<u>\$   388,000</u>
<b>AMOUNT OF CONTRACT TO DATE</b>	<b>\$ 4,356,745</b>
AMOUNT OF AMENDMENT NO. SIX (6)	\$    25,000

**Additional work included in Contract Amendment #6:**

Schaaf & Wheeler and the City of Foster City agree that additional services shall be added to the Scope of Work in the Agreement as described herein. Schaaf & Wheeler shall respond to the issues and request for additional data from Federal Emergency Management Agency (FEMA) dated July 21, 2024 so that the City can continue to pursue its request to FEMA for levee accreditation.

Schaaf & Wheeler will prepare the response to FEMA prior to the ninety (90) day deadline (October 19, 2024) in the manner described as follows:



<b>FEMA Certification Assistance</b>																		
<p><u>Part 1- Current Information Request:</u></p> <p>Schaaf &amp; Wheeler will provide the following services in response to FEMA’s issues and request for data.</p> <p>The compensation to be paid in exchange for completion of the scope of work to submit the requested data and respond to FEMA’s list of eight issues, shall not exceed \$12,500 to be paid on a time and materials basis.</p>			\$ 12,500															
<table border="1"><thead><tr><th>Issue</th><th>Description</th><th>Planned Response</th></tr></thead><tbody><tr><td>1</td><td>Complete Section E of Form 3. “Riverine Structures Form.”</td><td>Complete the form as requested.</td></tr><tr><td>2.3</td><td>Provide documentation of the San Mateo levee system’s 2012 accreditation and its current accreditation status.</td><td>Submit the 2012 LOMR that accredits the San Mateo levee system and reframe narrative on how the 2014 CCAMP does not change its accreditation status.</td></tr><tr><td>4</td><td>Update submittal to reflect the updated San Mateo Creek modeling submitted for a different LOMR on May 29, 2024.</td><td>Submit the already completed and packaged data for San Mateo in response to this request.</td></tr><tr><td>5</td><td>Submit an interior drainage analysis for all potential interior flooring sources.</td><td>Submit the interior drainage analysis data for Marina Lagoon and Foster City Lagoon, both completed and accepted by FEMA in 2014. City has verified no significant changes in Lagoon operations since 2014. Schaaf &amp; Wheeler will work with San Mateo to incorporate any changed operating procedures, as appropriate.</td></tr></tbody></table>				Issue	Description	Planned Response	1	Complete Section E of Form 3. “Riverine Structures Form.”	Complete the form as requested.	2.3	Provide documentation of the San Mateo levee system’s 2012 accreditation and its current accreditation status.	Submit the 2012 LOMR that accredits the San Mateo levee system and reframe narrative on how the 2014 CCAMP does not change its accreditation status.	4	Update submittal to reflect the updated San Mateo Creek modeling submitted for a different LOMR on May 29, 2024.	Submit the already completed and packaged data for San Mateo in response to this request.	5	Submit an interior drainage analysis for all potential interior flooring sources.	Submit the interior drainage analysis data for Marina Lagoon and Foster City Lagoon, both completed and accepted by FEMA in 2014. City has verified no significant changes in Lagoon operations since 2014. Schaaf & Wheeler will work with San Mateo to incorporate any changed operating procedures, as appropriate.
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<p><u>Part 2 – Additional Information Requests:</u></p> <p>If FEMA requests additional data or identifies additional issues beyond what is identified in the above, the compensation shall not exceed \$12,500 to be paid on a time and materials basis.</p>			\$ 12,500															
<b>REVISED CONTRACT AMOUNT</b>			<b>\$4,381,745</b>															

Except as specifically modified herein, all other terms and provisions in the Agreement shall remain unchanged.

[Signatures on Next Page]

We, the undersigned consultant, have given careful consideration to the additional services proposed and hereby agree, if this proposal is approved, to provide all equipment, furnish all materials except as may otherwise be noted above, and to perform all services necessary for the work above specified, and to accept as the Not to Exceed amounts the prices shown above.

CITY OF FOSTER CITY

CONSULTANT:

SCHAAF & WHEELER CONSULTING CIVIL  
ENGINEERS

\_\_\_\_\_  
CHARLES D. ANDERSON                      DATE  
PRESIDENT

APPROVAL RECOMMENDED:

\_\_\_\_\_  
STEFAN CHATWIN                      DATE  
CITY MANAGER

APPROVAL FOR CITY:

\_\_\_\_\_  
PATRICK SULLIVAN                      DATE  
MAYOR

ATTEST:

BY:

\_\_\_\_\_  
PRISCILLA SCHAUS  
CITY CLERK

APPROVED AS TO FORM

BY:

\_\_\_\_\_  
BENJAMIN L. STOCK  
CITY ATTORNEY