

REQUEST FOR COUNCIL ACTION



CITY COUNCIL MEETING DATE:

JUNE 18, 2012

TITLE

AMENDMENT TO THE AGREEMENT WITH CORDOBA CORPORATION FOR STEP 2 ENVIRONMENTAL ANALYSIS FOR SANTA ANA-GARDEN GROVE FIXED GUIDEWAY PROJECT (PROJECT 126766) NONGENERAL FUND

CITY MANAGER

CLERK OF COUNCIL USE ONLY:

APPROVED

- As Recommended
- As Amended
- Ordinance on 1st Reading
- Ordinance on 2nd Reading
- Implementing Resolution
- Set Public Hearing For _____

CONTINUED TO _____

FILE NUMBER _____

RECOMMENDED ACTION

Authorize the City Manager and Clerk of the Council to execute a second amendment to the agreement with the Cordoba Corporation for a total amount not to exceed \$332,491 to complete the Step 2 Environmental Analysis for the development of the Fixed Guideway Project subject to non-substantive changes approved by the City Manager and City Attorney.

BACKGROUND

The Cities of Santa Ana and Garden Grove are working collaboratively with the Orange County Transportation Authority (OCTA) on the Santa Ana-Garden Grove Fixed Guideway Project. Santa Ana and OCTA have entered into two cooperative agreements for development of the project to define their respective roles and responsibilities. A Step 2 agreement for Environmental Analysis was executed in 2008 for an amount of \$5.9 million, and a Step 3 agreement for Preliminary Engineering was executed in 2011 for an amount not to exceed \$5,541,700, contingent on the project's acceptance into the Federal Transit Administration's (FTA) Section 5309 New Starts/Small Starts Program.

In early 2010, with the prolonged economic downturn affecting potential local funding sources, OCTA directed the City of Santa Ana to prepare the project for the FTA Section 5309 New Starts/Small Starts grant funding because the project was considered to be a strong candidate under this program. The FTA became actively involved in discussions with OCTA and the Cities of Santa Ana and Garden Grove soon thereafter, and project deliverables were revised and refined to satisfy the specific requirements of the FTA and submitted to the FTA for approval.

DISCUSSION

In late March, the Cordoba Corporation contacted the City requesting additional funds to complete Step 2. The consultant indicated that the process was significantly altered by the decision to prepare the project to compete for the FTA's New Starts/Small Starts funding; the involvement of an additional reviewing/approving agency (FTA) in the process resulted in

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With Cordoba Corporation for Step 2 Environmental
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additional document review cycles; and thus, increased time was needed to complete the project, resulting in added costs. Additionally, a major sub consultant, URS Corporation (URS), who was responsible for preparation of the Environmental Analysis for the project was unable to deliver the environmental documents in a timely manner and of a quality acceptable to the City and the OCTA. Facing the expiration of their agreement, URS was unwilling to execute a contract extension with Cordoba without an accompanying budget amendment. Unable to negotiate acceptable agreement terms with Cordoba, the URS's contract was allowed to expire on February 29, 2012.

Consequently, on April 16, 2012, the City contacted OCTA regarding the budget shortfall and the additional funds needed to complete Step 2. On May 14, 2012 the OCTA Board approved advancing \$488,000 from Step 3 to Step 2 at the City's request to cover the additional costs associated with extra efforts needed to complete the environmental documents for the project.

Cordoba has proposed to contract with another firm, Terry A. Hayes Associates (TAHA), to complete the environmental document for the project in a timely and cost-effective manner. TAHA has considerable, recent experience in preparing environmental documents for rail transit projects for the Los Angeles County Metropolitan Transportation Authority and for FTA Region 9. Based on TAHA's recent track record, Cordoba is confident that they will deliver the DEIR/EA on time, within budget, and consistent with City and OCTA quality standards.

Staff reviewed Cordoba's request for additional funds (Exhibit 1) and substitution of their sub-consultant with TAHA, and believes an amendment to the agreement is required to complete the project in a timely manner and comply with the terms of the OCTA's cooperative agreements. This second amendment for \$332,491 will bring the total contract amount to date to \$5,278,315.

The next steps of the project include the Alternatives Analysis which is nearing completion for submittal to the FTA for review and approval. In addition, a Draft EIR/EA and the supporting technical studies are undergoing final revision for submittal to the FTA for technical and legal sufficiency review prior to public release. Both of these tasks are expected to be completed in Spring 2013.

ENVIRONMENTAL IMPACT

There is no environmental impact associated with this action.

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FISCAL IMPACT

Funds to pay for the additional costs are available in Measure M2 Street Construction
(accounting unit 03217662-66220, project 126766).

APPROVED AS TO FUNDS AND ACCOUNTS:



Raul Godínez II
Executive Director
Public Works Agency



Francisco Gutierrez
Executive Director
Finance & Management Services Agency

RG/SA

Exhibit 1 Revised Budget
Exhibit 2 Second Amendment

**Santa Ana-Garden Grove Fixed Guideway Corridor Study
BUDGET/BILLING RECONCILIATION**

TASK	ORIGINAL BUDGET + AMEND #1	ENV. COMPLETION JUNE 18, 2012	BUDGET REBALANCE*	TOTAL REVISED BUDGET
1 Administration & Project Management	\$534,853	\$178,108		\$712,961
2 Public Involvement Program	\$125,082			\$125,082
3 Purpose & Need	\$172,925		\$24,168	\$197,093
4 Scoping & Definition of Alternatives	\$475,286		\$6,698	\$481,984
5 Travel Demand Forecasting	\$275,304		\$3,133	\$278,437
6 Conceptual Engineering & Urban Design	\$1,415,783			\$1,415,783
7 AA Study Report & Recommendations	\$255,251	\$15,470		\$270,721
8 Advanced Conceptual Engineering	\$381,559	\$30,879		\$412,438
9 Funding Source Identification	\$204,446		(\$84,636)	\$119,810
10 Draft EIS/EIR Preparation	\$798,638	\$192,670	\$81,744	\$1,073,052
11 Final EIR	\$152,567		(\$81,744)	\$70,823
ODC	\$174,130		(\$33,999)	\$140,131
TOTAL	\$4,965,824	\$417,127	(\$84,636)	\$5,298,315

*Total represents a credit back to the City of Santa Ana from unused budget on a completed task (Task 9).

Amend #2 = \$5,298,315 - \$4,965,824 = \$332,491

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT is entered into on June 18, 2012 by and between Cordoba Corporation, a California corporation (“Consultant”) and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

RECITALS:

- A. The parties entered into that certain Agreement A-2009-122, dated August 3, 2009, (hereinafter “said Agreement”) by which Consultant has provided transportation planning, environmental and engineering services for the Santa Ana and Garden Grove modern streetcar project.
- B. By amendment A-2011-193, dated December 19, 2011, the parties agreed to analyze an alternative build of an initial operating segment.
- C. The parties have determined, in conjunction with OCTA, to seek funding for the fixed guideway project through the Federal Transit Authority Small Starts/New Starts Program, which will require additional environmental analysis and additional level of document review.
- D. The parties now desire to amend the Scope of Services to define the additional environmental analysis required for Federal Transit Authority approval, agree upon a subcontractor to provide that analysis and add compensation to pay for the additional services.

WHEREFORE, in consideration of the covenants contained in said Agreement, and subject to all the terms and conditions of said Agreement, except those amended in this Second Amendment to Agreement, the parties agree as follows:

1. Section 1. a., Scope of Work, shall be deleted in its entirety and replaced with the following:

“ 1.a. Scope of Work. Consultant shall perform those services as set forth in the Scope of Work attached to said Agreement, and as Exhibit A to this Second Amendment to Agreement, modified and/or supplemented by the work required to prepare the Project for FTA approval, set forth in Consultant’s Amendment Request #2, attached hereto as Exhibit A-2. All exhibits referenced in this Second Amendment to Agreement shall be incorporated by reference.

In addition to the project management and environmental analysis required by the original Scope of Work, as set forth above, Consultant shall provide conceptual engineering, alternatives analysis and environmental analysis of an Initial Operating Segment (IOS) build for Streetcar 1 and Streetcar 2 alternatives to be included in the DEIR/EA, and as set forth in Exhibit A-1, attached to the First Amendment to Agreement”.

Exhibit 2

2. Section 1.c. Time for Performance, shall be deleted in its entirety and replaced with the following:

“1.c. Time for Performance. Consultant shall perform and complete all services as may be requested pursuant to the Scope of Services in a timely and expeditious manner. Consultant shall perform such services in accordance with the schedule which Consultant and City may mutually agree. The schedule attached hereto as Exhibit A-3, has been agreed by the parties and shall control the duration of the project. In the event that Consultant determines that a proposed schedule for work as requested by the City is not possible or achievable, Consultant shall immediately notify the Director of the Public Works Agency (the “Director”), or his/her designee, in writing and seek appropriate modifications. No extension of time shall be accepted unless written approval in advance is given by the Director or his/her designee.”

3. Section 2, COMPENSATION, shall be amended to increase compensation by Three Hundred Thirty-Two Thousand, Four Hundred Ninety-One Dollars (\$332,491.00), to pay for the additional services required to complete the project. Said services shall be compensated on a fixed fee based on time and deliverables, with not to exceed amounts set per task, in accordance with the Budget set forth in Exhibit B, attached hereto. To clarify, if Consultant does not utilize the full amount allocated to any task, the excess shall be for the benefit of the City, and not available for allocation to other Consultant tasks. The total amount to be expended pursuant to said Agreement, as amended, shall not exceed Five Million, Two Hundred Ninety-Eight Thousand, Three Hundred Fifteen Dollars (\$5,298,315.00). Consultant shall invoice the City on a monthly basis for all tasks completed during the previous month. Said invoices shall include all backup documentation provided by Subconsultants as well as deliverables charged during the period.
4. This amended Scope of Work and Compensation shall represent the final and maximum Scope of Work and Compensation between the parties for the Santa Ana and Garden Grove modern streetcar project. Said Agreement shall not be amended any further, and the compensation contemplated in this Second Amendment to Agreement shall represent the final payment from City to Consultant for all deliverables referenced in Section 1, above.
5. Section 3.a., TERM, shall be amended to extend the termination date through June 30, 2013.
6. Except as hereinabove amended, all terms and conditions of said Agreement shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement on the date and year first written above.

CITY OF SANTA ANA

ATTEST:

MARIA D. HUIZAR
Clerk of the Council

PAUL M. WALTERS
City Manager

APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

By: _____
Laura Sheedy
Assistant City Attorney

RECOMMENDED FOR APPROVAL:

CORDOBA CORPORATION

RAUL GODINEZ, II
Executive Director
Public Works Agency

(NAME)
(Title)

EXHIBIT A
CONSULTANT'S SCOPE OF WORK
JUNE 2009

EXHIBIT A – 2
Santa Ana-Garden Grove Fixed Guideway Corridor
Amendment Request #2
SCOPE OF SERVICE

TASK 1: PROJECT MANAGEMENT AND ADMINISTRATION

1.1 General Project Management

Cordoba will continue general project management, coordinating delivery of the Scope of Services with the City of Santa Ana and the subconsultant members of the Cordoba Team through the duration of the contract. We will continue to maintain and manage the computerized project folder to provide access to project information and documents to all project participants. The computerized project folder will be populated with all technical deliverables, and meeting and presentation materials prepared to date. It will be updated bi-weekly to maintain currency throughout the duration of the contract.

Deliverables: Computerized project folder updated on a bi-weekly basis;
Presentations to City Councils, OCTA Board and OCTA Transit Committee

1.4 Progress Meetings

We will continue to conduct Bi-Weekly status meetings and monthly PDT meetings through the duration of the contract.

Deliverables: Agendas and minutes; attendance at up to 20 additional bi-weekly status meetings and 8 additional PDT meetings; action item list for each meeting.

1.5 Coordination with Other Agencies and Stakeholders

We will continue to coordinate and participate in agency and stakeholder meetings related to the project, as necessary or requested by the City. We will support and participate in Stakeholder Working Group meetings through the duration of the contract.

1.6 Monthly Progress Reports, Accounting and Invoicing

We will continue to provide regular monthly invoices and progress reports in the format required by the City through the duration of the contract.

Deliverables: Monthly progress reports and invoices

TASK 7: ALTERNATIVES ANALYSIS

7.1 Alternatives Analysis

The existing Scope of Work includes submittal of the Draft Alternatives Analysis Report to the City for comment, and submittal of a revised Draft Alternatives Analysis Report for OCTA/PMO review and approval. As part of the amended work effort, Cordoba will address the comments provided by the OCTA/PMO and following OCTA approval, the document will be prepared for submittal to FTA. Following receipt of comments from FTA, the Alternatives Analysis Report will be finalized.

Deliverables: Draft AA Report for FTA Review (assumes OCTA/PMO concurrence that their comments have been fully addressed)

Final AA Report

TASK 8: REFINEMENT OF LOCALLY PREFERRED ALTERNATIVE

8.2 Refine LPA

Upon the City's adoption of a Locally Preferred Alternative (LPA) the Cordoba team will document the conceptual design of the LPA based upon the conceptual designs of the build alternatives developed in Task 6. This conceptual design documentation will incorporate any modifications to the physical design concept and scope of the alternative or combination of alternatives from the Reduced Set selected as the LPA.

Once the design concept is documented the capital cost estimate for the LPA will be developed. This estimate will be based upon the prior estimate developed in Task 6 but will be updated to reflect any changes in design concept and scope. In addition those design elements of the LPA deemed to have the highest capital cost uncertainty and risk will be refined to reduce the level of capital cost uncertainty.

Similarly we will update the operating plan so that it accurately describes the LPA operating plan. This will include updating of the Operating and Maintenance cost estimate.

Finally, in collaboration with the City, the Cordoba team will assemble the documentation of the LPA in a Locally Preferred Alternative Decision Document approximately 25 pages in a format conducive to communicating its characteristics benefits and costs in text graphics and visual simulations to the public, stakeholders, decision makers and potential funding partners.

Deliverables:

- Draft Locally Preferred Alternative Decision Document for City review and approval
- Final LPA Decision Document, electronic (3 CDs) and thirty (30) color hard copies
- Presentation Graphics and Visual Simulations

TASK 10: DRAFT ENVIRONMENTAL IMPACT REPORT/ENVIRONMENTAL ASSESSMENT (EIR/EA)

10.5 Administrative Draft EIR/EA

The Cordoba Team will complete the incorporation of OCTA/PMO comments on the 2nd Administrative Draft EIR/EA and produce an electronic version of the 3rd Admin Draft EIR/EA. Following City and OCTA review of the 3rd Admin Draft, Cordoba will incorporate any revisions outstanding from the original review of the 2nd Admin Draft, and prepare the document for submittal to OCTA/FTA. We will revise the Section 4(f) Technical Report and the Environmental Justice Technical Report to comply with current FTA requirements. We will coordinate with the City, OCTA and FTA to prepare the Section 106 Report to address the Pacific Electric Santa Ana River Bridge, and revise the DEIR/EA as appropriate to incorporate Section 4(f), environmental justice and Section 106 write-ups. Following a review of the most recent version of the DEIR/EA (incorporating the comments received through 3/28/2012) by the City, OCTA and Cordoba team, we will produce a DEIR/EA for FTA review.

The Cordoba Team will coordinate with the City of Santa Ana, OCTA and FTA to determine whether a combined environmental document (EIR/EA) or a standalone federal document (EA) is preferred. If FTA expresses a preference for the stand alone document, a separate Administrative Draft EA will be created.

Deliverables: Environmental Justice Technical Report

Section 4(f) Technical Report
Section 106 Report
Admin Draft EIR/EA for submittal to FTA

10.6 Draft EIR/EA

The Cordoba Team will prepare a Draft EIR/EA in response to the comments received from FTA on the Admin Draft document. As described above, this may involve a single combined document or two stand alone documents. The Draft document(s) will be provided to the Cities of Santa Ana and Garden Grove and to OCTA in electronic format for review.

Following approval by the cities and OCTA, the draft EIR/EA will be circulated for public comment. The Cordoba Team will provide twenty-five hard copies and up to fifty electronic copies on CD of the document (formatted as PDF with links within the document to the table of contents for internet posting) to the City of Santa Ana. The Cordoba Team will prepare an Initial Draft Executive Summary of the full document for review by the cities of Santa Ana and Garden Grove. Following City review, we will incorporate comments and provide an electronic version of the Draft Executive Summary to OCTA/PMO for review. OCTA's comments will be incorporated and following final review and approval, the Executive Summary will be provided to the cities in both hard copy and electronic format. We will attend and participate in two public workshops that will be held as part of the project's Public Hearings.

Deliverables: Draft EIR/EA (50 508-compliant CDs and 25 hard copies)
1st Draft Executive Summary (electronic)
2nd Draft Executive Summary (electronic)
Final Draft Executive Summary (electronic and 25 hard copies)

TASK 11.0 FINAL EIR

The objective of this task is to complete the CEQA process through the preparation of the FEIR.

11.1 Responses to Comments

Written responses to the comments received on the Draft EIR/EA that raise significant environmental issues will be prepared and submitted to the cities of Santa Ana and Garden Grove for review. Responses to comments will be included with the Final EIR. It is not anticipated that EIR comments will require extensive research or development of the responses.

Deliverables: Public comment summary matrix; Individual Comment Responses (assumes up to 50 total letters with 200 total comments)

11.2 Final EIR and NOD

The Cordoba team will revise the DEIR to reflect changes in project definition and elements as a result of responses to comments from the public and agencies received during the circulation of the DEIR and testimony from the Public Hearings. This includes updates to all DEIR chapters as needed for the FEIR. The Cordoba team will coordinate updates with the City of Santa Ana staff and other jurisdictions as required. We will prepare an Administrative FEIR for the City of Santa Ana review and a revised document that incorporates the comments received from the cities of Santa Ana and Garden Grove.

The Cordoba team will prepare a Final EIR that addresses comments and refines the work completed in the Draft EIR/EA. A preliminary Final EIR outline will be submitted to the City of Santa Ana for review and approval, including a chapter containing public comments and response to comments. Based on comments received, the Cordoba team will work closely with City on the final response to comments. The Cordoba team will prepare a summary of changes to Draft EIR, by chapter, as well as the documentation of accompanying mitigation measures and commitments.

The Cordoba team will assist in the development of Programmatic and/or Memorandum of Agreements to address issues that cannot be finalized until Preliminary Engineering-level design is complete. We will draft mitigation measures based on the agreements for stipulations or mitigation measures and processes to be followed during Final Design, construction, and/or operations that have been prepared by the City. The Cordoba team will incorporate signed agreements, if any, into the FEIR by reference. The Cordoba team will include in the FEIR a complete listing of all Project impacts requiring mitigation and the proposed mitigation measures/commitments.

The Cordoba team also will prepare drafts of other related CEQA environmental documents that support the adoption of the project, including Findings of Fact and Statements of Overriding Considerations that will be finalized by the City, and a Mitigation Monitoring and Reporting Plan for adoption at the time of EIR Certification.

Deliverables: Two Administrative Drafts of Final EIR; Final EIR (assuming that a full-text final document is not required); Mitigation, Monitoring & Reporting Program Assistance in the preparation of the NOD; Findings of Fact and Statement of Overriding Considerations (if applicable)

11.3 Completion of the Administrative Record

The Administrative Record for the project, initiated by URS and maintained through March 28, 2012 at the URS Santa Ana office will be transferred back to the Cordoba Team. Upon receipt of Notice to Proceed from Cordoba, Terry A. Hayes Associates (TAHA) will take over maintenance of the Administrative Record. Upon Certification of the EIR and Record of Decision on the EA, the Administrative Record will be transferred to the City of Santa Ana and OCTA.

Deliverables: Administrative Record Contents and Index.

TASK 12: COMPLETION OF EA

The objective of this task is to complete the Environmental Assessment process through the issuance of a determination by FTA, which is anticipated to be a Finding of No Significant Impact (FONSI).

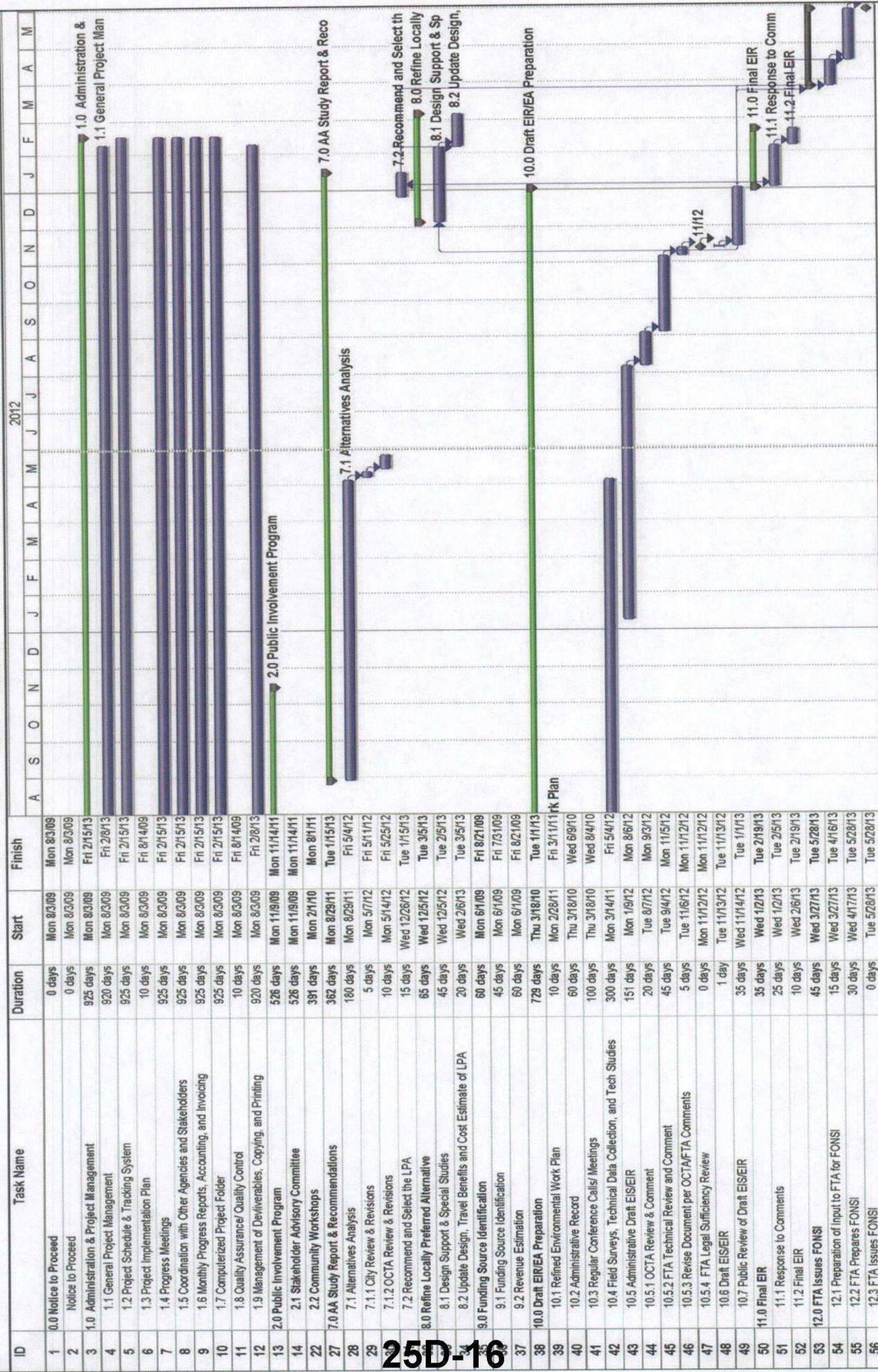
12.1 Input to FTA for FONSI

The Cordoba team will provide input to the FTA in the preparation of the Finding of No Significant Impact (FONSI). The EA will be modified to reflect all applicable comments and responses received during agency review of the EA and the public review period. The Cordoba team will work closely with FTA, keeping them apprised of the status of finalizing and certifying the EIR as the preparation of the FONSI progresses. Once the FONSI is complete, the state clearinghouse will be notified and notices will be published in local newspapers informing the public of its availability.

Deliverables: Two Administrative Drafts of Final EA; Final EA; Notices of Availability.

EXHIBIT A-3
PROJECT SCHEDULE

Santa Ana and Garden Grove Fixed Guideway Project
 COMBINED EIR & EA SCHEDULE
 Updated May 23, 2012



Project: Schedule for extension 05-26-2012_EIR & EA Coi
 Date: Wed 5/30/12

EXHIBIT B
FEE SCHEDULE

**Santa Ana-Garden Grove Fixed Guideway Corridor Study
BUDGET/BILLING RECONCILIATION**

TASK	ORIGINAL BUDGET	MOD #1: IOS ANALYSES	MOD #2: ENV. COMPLETION	BUDGET REBALANCE*	TOTAL REVISED BUDGET
1 Administration & Project Management	\$534,853		\$178,108		\$712,961
2 Public Involvement Program	\$125,082				\$125,082
3 Purpose & Need	\$172,925			\$24,168	\$197,093
4 Scoping & Definition of Alternatives	\$475,286			\$6,698	\$481,985
5 Travel Demand Forecasting	\$275,304			\$3,133	\$278,437
6 Conceptual Engineering & Urban Design	\$1,400,783	\$15,000			\$1,415,783
7 AA Study Report & Recommendations	\$225,251	\$30,000	\$15,470		\$270,721
8 Advanced Conceptual Engineering	\$381,559		\$30,879		\$412,438
9 Funding Source Identification	\$204,446			(\$84,636)	\$119,810
10 Draft EIS/EIR Preparation	\$722,838	\$75,800	\$192,670	\$81,744	\$1,073,052
11 Final EIR	\$152,567			(\$81,744)	\$70,823
ODC	\$174,130			(\$33,999)	\$140,130
TOTAL	\$4,845,024	\$120,800	\$417,127	(\$84,636)	\$5,298,315

* Total represents a credit back to the City of Santa Ana from unused budget on a completed task (Task 9).

**Santa Ana-Garden Grove Fixed Guideway Corridor Study
BUDGET/BILLING RECONCILIATION**

TASK	CORDOBA	URS	URS PORTLAND	TAHA	DEA	HNTB	LTK	CSI	TOTAL REVISED BUDGET
1 Administration & Project Management	\$697,120				\$15,841				\$712,961
2 Public Involvement Program	\$99,976	\$17,574	\$7,532						\$125,082
3 Purpose & Need	\$189,106				\$7,987				\$197,093
4 Scoping & Definition of Alternatives	\$220,198	\$231,863			\$8,624		\$21,300		\$481,985
5 Travel Demand Forecasting	\$25,086							\$253,351	\$278,437
6 Conceptual Engineering & Urban Design	\$453,681	\$408,779			\$158,019	\$209,748	\$185,556		\$1,415,783
7 AA Study Report & Recommendations	\$182,509	\$88,212							\$270,721
8 Advanced Conceptual Engineering	\$249,875	\$24,990	\$74,970			\$19,386	\$43,216		\$412,438
9 Funding Source Identification	\$4,168				\$13,014	\$102,628			\$119,810
10 Draft EIS/EIR Preparation	\$15,474	\$754,988		\$302,590					\$1,073,052
11 Final EIR	\$20,823			\$50,000					\$70,823
ODC	\$65,120	\$44,351	\$17,853		\$437	\$5,985	\$5,100	\$1,284	\$140,130
TOTAL	\$2,223,137	\$1,570,757	\$100,355	\$352,590	\$203,922	\$337,747	\$255,172	\$254,635	\$5,298,315

