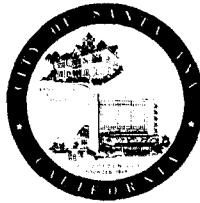


REQUEST FOR COUNCIL ACTION



CITY COUNCIL MEETING DATE:

JULY 2, 2012

TITLE

AMENDMENT TO THE AGREEMENT WITH CINDY KREBS CONSULTING, INC. FOR GO LOCAL PROJECT MANAGEMENT OVERSIGHT (PROJECT NO. 092505)

A handwritten signature in black ink, appearing to read "Paul W. Williams".

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 the attached amendment to the agreement with Cindy Krebs Consulting, Inc. to extend the term of the contract to April 30, 2013 in the amount of \$165,000 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 through Steps 2 and 3 of Measure M2's Go Local Program. 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 \$5.5 million, contingent on the project's acceptance into the Federal Transit Administration's (FTA) Section 5309 New Starts/Small Starts Program.

In early 2010, OCTA directed the City of Santa Ana to prepare the project for 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

The City required professional assistance from a qualified consultant with extensive transit background to take the Go Local Transit Vision from concept to completion. In 2009 the City enlisted the services of Cindy Krebs Consulting Inc. (CKC) to work closely with the City's Project

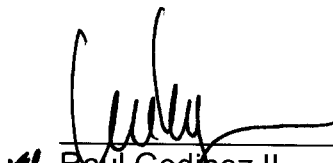
Manager and other key City, OCTA and consultant staff assigned to the Go Local Project. Cindy Krebs has functioned as an extension of staff to provide oversight and direction to the modern streetcar consultant team and other consultants selected to assist the City with key deliverables and implementation of the Go Local Transit Vision.

In 2010, after the City's consultant contract with Cordoba Corporation for the Go Local Step 2 was awarded, OCTA directed the City of Santa Ana to prepare the project for the FTA. CKC has been providing technical support and project management for the Go Local project and it is recommended that her contract be extended to ensure the continuity and success of the project. Upon execution of this amendment, CKC will be the Project Manager responsible for the project schedule, project budget and the administration of consultant contacts for the Fixed Guideway Project. This third amendment will bring the total contract amount to not to exceed \$645,000 and extends the term to April 2013.

FISCAL IMPACT

The Project Management services for the maximum of \$165,000 are funded in the OCTA Transitway Project (account unit 03217661-66220, project no. 092505).

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: Third Amendment

THIRD AMENDMENT TO AGREEMENT
BETWEEN CITY OF SANTA ANA AND
CINDY KREBS CONSULTING, INC.

THIS THIRD AMENDMENT TO AGREEMENT, made and entered into this 2nd day of July, 2012 by and between Cindy Krebs Consulting, Inc., a California Corporation (hereinafter "Project Manager" or "PM"), 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 (hereinafter "City").

RECITALS:

- A. The parties entered into Agreement A-2009-091, dated June 8, 2009, by which Project Manager has provided services as the City's Program Transit Management Consultant (PTMC) to assist in forming and implementing the Go Local Transit Vision (said "Agreement").
- B. Said Agreement has been amended on July 19, 2010, and again on May 16, 2011 to adjust the number of service hours PM will provide, and to provide compensation for those services.
- C. The parties hereto now would like to more fully define the services to be provided by Project Manager, extend the agreement for an additional nine-month period, and add compensation for PM's services during the extended term.

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 Third Amendment to Agreement, the parties agree as follows:

1. Section 1, SCOPE OF SERVICES, shall be deleted in its entirety and replaced with the following:

"Project Manager shall serve as the City's project manager for the Santa Ana Fixed Guideway Project ("Project"), responsible for delivering the completed Project on time and within the budget, as set forth in Exhibit A-1, attached hereto and incorporated by this reference. Additionally, PM shall administer City's consultant contracts to ensure the services and deliverables comply with the guidelines of the City's funding partners and regulatory agencies, including but not limited to OCTA, and the Federal Transit Administration (FTA). PM shall review and approve invoices and deliverables submitted by consultants, then forward to City staff for payment. PM shall meet with the Executive Director of Public Works or his designee, on a regular basis to keep him informed regarding the progress of the Project, issues which may arise to threaten the schedule or budget, and to receive direction regarding City's concerns, interests and vision regarding the Project.

Project Manager shall represent the City at meetings with OCTA, FTA and other regulatory agencies; develop written correspondence including memos, letters, staff reports, meeting minutes, agendas and presentations to the City Council and OCTA Board as necessary to keep the City, its funding partners and regulatory agencies informed of the progress of the Project; and provide written and oral progress reports to the Project team, including consultants and the Executive Director and his staff.

Project Manager shall commit up to twenty-five (25) reportable hours per week, as necessary to effectively manage the Project.”

2. Section 2. COMPENSATION, shall be deleted in its entirety and replaced with the following:

“a. City agrees to pay, and PM agrees to accept as total payment for its services, the hourly rate of \$138.60. The total sum to be expended pursuant to this Agreement during the extended term from June 1, 2012 through April 30, 2013, shall not exceed One Hundred Sixty-Five Thousand Dollars (\$165,000.00).

b. Payment by City shall be made within thirty (30) days following receipt of proper invoice, subject to City accounting procedures. Each submitted invoice shall report activities provided during the previous month including meetings attended, minutes of such meetings, tasks/deliverables completed, a report of new issues and action plans to address those issues, and previous issues which have been resolved. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.”

3. Section 3, TERM, shall be amended to extend the term through April 30, 2013.

4. All other terms and conditions of the Agreement shall remain in effect and unchanged.

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

ATTEST:

CITY OF SANTA ANA:

MARIA D. HUIZAR
Clerk of the Council

PAUL M. WALTERS
City Manager

APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

CINDY KREBS CONSULTING, INC.

By: Laura Sheedy
Assistant City Attorney

CINDY KREBS

RECOMMENDED FOR APPROVAL:

RAUL GODINEZ, II
Executive Director
Public Works Agency

EXHIBIT A-1

Scope of Work
Santa Ana Transit Program Oversight

The City of Santa Ana requires professional assistance to take its Go Local Transit Vision – Fixed Guideway Project from concept to completion. Serving as the City of Santa Ana's Fixed Guideway Project Manager, Cindy Krebs Consulting, Inc. (PM) will provide the following services:

- a. Provide management and oversight to the city's consultant team lead by Cordoba Corporation, to develop and deliver Santa Ana's Fixed Guideway Project. Project management shall include monitoring the Project's progress to ensure it is on time, within budget, in conformance with design and environmental criteria and is efficiently and effectively implemented.
- b. PM shall:
 1. Develop and maintain the schedule for the Fixed Guideway project and prepare updates at key milestones for presentation as necessary to the Executive Director or his designees and the consulting team, City Council, OCTA and other agencies involved in a regulatory or funding function.
 2. Receive and implement direction regarding the Project from the Executive Director or his designee.
 3. Review and evaluate OCTA and FTA processes to ensure the consultant team submittals comply with statutory, regulatory and administrative requirements. PM shall review and provide comments on documents produced by the technical team before they are forwarded to OCTA and/or FTA, in addition to tracking key deliverables and implementation schedules and issues.
 4. Coordinate all fixed guideway team meetings, the monthly PDT meetings, and the Pre-PE technical team meetings with the consultant team and City staff to:
 - Discuss project status
 - Identify issues
 - Develop solutions
 - Provide oversight and direction for the Project
 - Prepare meeting minutes.
 5. Attend the following Orange County Transportation Authority (OCTA) meetings and prepare meeting summaries for each:
 - Board of Directors
 - Transit Committee

- Rail Technical Advisory Committee.

Meeting summaries shall include decisions approved, new issues presented, responsible personnel and timelines for completion of tasks/deliverables.

6. As necessary, attend meetings of the Mayor and City Council to provide information and status updates on Santa Ana's Fixed Guideway Project.
7. Receive and review for completeness and accuracy, consultant deliverables, prior to submittal to OCTA, CalTrans, FTA and/or other regulatory or funding agencies.
8. Review and approve consultant team invoices to ensure compliance with the Scope of Work, schedule and budget. Send approved invoices, and all back-up work product and deliverables to City staff, for payment and retention in the City Project files.