

Active Safety

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⁷ FCW cannot detect all objects ahead and may not detect a given object; accuracy will vary based on weather, speed and other factors. System operation affected by extreme interior heat. FCW does not include a braking function. Driver remains responsible for safely operating vehicle and avoiding collisions.

⁸ LDW only alerts drivers when lane drift is detected without a turn signal in use. LDW may not detect all lane markings or lane departures; accuracy will vary based on weather, speed and road condition. System operation affected by extreme interior heat. Driver remains responsible for safely operating vehicle and avoiding collisions.

⁹ CMBS cannot detect all objects ahead and may not detect a given object; accuracy will vary based on weather, speed and other factors. System operation affected by extreme interior heat. System designed to mitigate crash forces. Driver remains responsible for safely operating vehicle and avoiding collisions.

¹⁰ Road Departure Mitigation only alerts drivers when lane drift is detected without a turn signal in use and can apply mild steering torque to assist driver in maintaining proper lane position and/or brake pressure to slow the vehicle's departure from a detected lane. RDM may not detect all lane markings or lane departures; accuracy will vary based on weather, speed and road condition. System operation affected by extreme interior heat. Driver remains responsible for safely operating vehicle and avoiding collisions.

Passive Safety

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Advanced Compatibility Engineering™ (ACE™) Body Structure

Advanced Front Airbags (i-SRS)

SmartVent® Front Side Airbags

Side Curtain Airbags with Rollover Sensor

3-Point Seat Belts at all Seating Positions

Front 3-Point Seat Belts with Automatic Tensioning System

Lower Anchors and Tethers for CHildren (LATCH): Lower Anchors (2nd-Row Outboard), Tether Anchors (2nd-Row All)

Driver's and Front Passenger's Seat-Belt Reminder

Child-Proof Rear Door Locks

Driver-Assistive Technology

[back to top](#)Lane Keeping Assist System (LKAS)¹¹ (Honda Sensing® feature)Adaptive Cruise Control (ACC) with Low-Speed Follow¹² (Honda Sensing® feature)

¹¹ LKAS only assists driver in maintaining proper lane position when lane markings are identified without a turn signal in use and can only apply mild steering torque to assist. LKAS may not detect all lane markings; accuracy will vary based on weather, speed and road condition. System operation affected by extreme interior heat. Driver remains responsible for safely operating vehicle and avoiding collisions.

¹² ACC with Low-Speed Follow cannot detect all objects ahead and may not detect a given object; accuracy will vary based on weather, speed, and other factors. ACC should not be used in heavy traffic, poor weather, or on winding roads. Driver remains responsible for safely operating vehicle and avoiding collisions.

¹³ TSR cannot detect all traffic signs and may misidentify certain signs. Accuracy will vary based on weather and other factors. System operation affected by extreme interior heat. Driver remains responsible for complying with all traffic regulations.

Driver-Assistive Technology	back to top
Traffic Sign Recognition System (TSR)¹³ (Honda Sensing® feature)	
Auto High-Beam Headlights	

¹¹ LKAS only assists driver in maintaining proper lane position when lane markings are identified without a turn signal in use and can only apply mild steering torque to assist. LKAS may not detect all lane markings; accuracy will vary based on weather, speed and road condition. System operation affected by extreme interior heat. Driver remains responsible for safely operating vehicle and avoiding collisions.

¹² ACC with Low-Speed Follow cannot detect all objects ahead and may not detect a given object; accuracy will vary based on weather, speed, and other factors. ACC should not be used in heavy traffic, poor weather, or on winding roads. Driver remains responsible for safely operating vehicle and avoiding collisions.

¹³ TSR cannot detect all traffic signs and may misidentify certain signs. Accuracy will vary based on weather and other factors. System operation affected by extreme interior heat. Driver remains responsible for complying with all traffic regulations.

Exterior Features	back to top
LED Headlights with Auto-On/Off	
LED Taillights and Brakelights	
Security System with Remote Entry and Trunk Release	
Fin-Type Roof-Mounted Antenna	
Heated, Body-Colored Power Side Mirrors	
Variable Intermittent Windshield Wipers	
Body-Colored Door Handles	

Comfort & Convenience	back to top
Automatic Climate Control System	
Driver's and Front Passenger's Illuminated Vanity Mirrors	
Power Windows with Auto-Up/Down Driver's and Front Passenger's Windows	
Power Door Locks	
Driver's and Front Passenger's Illuminated Window and Door Lock Controls	
Cruise Control	

Comfort & Convenience[back to top](#)**One-Touch Turn Indicators****Tilt and Telescopic Steering Column****LED Ambient Console Lighting****Center Console with Sliding Armrest and Storage Compartment****Sliding Sunvisors****Door-Pocket Storage Bins (front/rear)****Electronic Remote Trunk Release****Headlights-On Reminder****Map Lights****Rear-Seat Heater Ducts****Floor Mats****12-Volt Power Outlet (front)****Rear-Window Defroster with Timer****Cargo Area Light****Illuminated Steering Wheel-Mounted Controls****Beverage Holders****Push Button Start****Seating**[back to top](#)**Driver's Seat with Manual Height Adjustment****Adjustable Front Seat-Belt Anchors****Adjustable Head Restraints**

Audio & Connectivity		back to top
160-Watt Audio System with 6 Speakers		
5-Inch Color LCD Screen		
1.0-Amp USB Audio Interface¹⁶		Front Console (1 Port)
Bluetooth® HandsFreeLink®¹⁷		
Bluetooth® Streaming Audio¹⁷		
Pandora®¹⁸ Compatibility		
Radio Data System (RDS)		
Speed-Sensitive Volume Compensation (SVC)		

¹⁶ The USB interface is used for playback of MP3, WMA or AAC music files from digital audio players and other USB devices, as well as smartphone data transfer on designated Smartphone/Audio Interface ports. Some USB devices and files may not work. Please see your Honda dealer for details.

¹⁷ The *Bluetooth®* word mark and logos are owned by the *Bluetooth SIG, Inc.*, and any use of such marks by Honda Motor Co., Ltd., is under license.

¹⁸ Pandora, the Pandora logo, and the Pandora trade dress are trademarks or registered trademarks of Pandora Media, Inc. Used with permission. Compatible with select smartphones. See: www.pandora.com/everywhere/mobile. Not all devices compatible with USB connection. Your wireless carrier's rate plans apply.

Driver Information Interface	back to top
Adaptive Cruise Control (ACC) On and System Indicators	
Average Fuel Economy Indicators (A&B)	
Average Speed Indicators (A&B)	
Door- and Trunk-Open Indicators	
Deceleration Selector Indicator	
Driver Attention Monitor	
Eco Score Indicator	
ECON Mode Indicator	
Elapsed Time Indicators (A&B)	

Driver Information Interface	back to top
Engine Oil Life/Maintenance Minder Indicator	
EV Mode Indicator	
Exterior Temperature Indicator	
Gear Position Indicator	
Instant Fuel Economy Indicators (A&B)	
Lane Keeping Assist System (LKAS) On and System Indicators	
Miles-to-Empty Indicator	
Odometer and Trip Meters (A&B)	
Power/Charge Indicator	
Power Flow Monitor	
Power System Indicator	
Ready to Drive Indicator	
Safety Support Indicators	
Sport Mode Indicator	
System Message Indicator	
Traffic Sign Recognition System	

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12-Volt Battery-Charging System Indicator	
ABS Indicator	
Airbag System Indicator	
Auto High-Beam Headlights Indicator	

Instrumentation	back to top
Automatic Brake Hold Indicators	
Brake System Indicator	
Electric Power Steering (EPS) Indicator	
Fuel Level Indicator	
Headlights-On Indicator	
High-Beam Indicator	
High-Voltage Battery Charge Level Indicator	
Immobilizer System/Security System/Alarm Indicator	
Low-Fuel Indicator	
Low-Tire Pressure/TPMS Indicator	
Malfunction Indicator	
Seat-Belt Reminder Indicator	
Speedometer	
Turn Signal/Hazard Indicators	
VSA System and VSA-Off Indicators	

Model Information



2019
Honda Odyssey

Specifications For:
9 Speed Automatic LX

Engineering back to top	
Engine Type	V6
Displacement	3471 cc
Horsepower (SAE net)	280 @ 6000 rpm
Torque (SAE net)	262 lb-ft @ 4700 rpm
Redline	6800 rpm
Bore and Stroke	89 mm x 93 mm
Compression Ratio	11.5:1
Valve Train	24-Valve SOHC i-VTEC®
Direct Fuel Injection	
Eco Assist™ System	
Electric Parking Brake with Automatic Brake Hold	
Variable Cylinder Management™ (VCM®)	
Active Control Engine Mount System (ACM)	

¹ LEV3-ULEV125 (Ultra-Low-Emission Vehicle) models as certified by the California Air Resources Board (CARB).

Engineering		back to top
Active Noise Cancellation™ (ANC)		
Hill Start Assist		
Direct Ignition System with Immobilizer		
Intelligent Traction Management (Snow Mode)		
CARB Emissions Rating¹		LEV3-ULEV125

¹ LEV3-ULEV125 (Ultra-Low-Emission Vehicle) models as certified by the California Air Resources Board (CARB).

Transmissions		back to top
9-Speed Automatic Transmission (9AT) with Shift-By-Wire (SBW) and Paddle Shifters:		
1st:	4.713	
2nd:	2.842	
3rd:	1.909	
4th:	1.382	
5th:	1	
6th:	0.808	
7th:	0.699	
8th:	0.58	
9th:	0.48	
Reverse:	3.83	
Final Drive:	4.33	

Body/Suspension/Chassis		back to top
MacPherson Strut Front Suspension		
Compact Multi-Link Rear Suspension with Trailing Arms		
Dual-Pinion Electric Power-Assisted Rack-and-Pinion Steering (EPS)		
Stabilizer Bar (front and rear)	26.0 mm (solid) / 20.0 mm x 3.2 mm (tubular)	
Steering Wheel Turns, Lock-to-Lock	2.97	
Steering Ratio	14.35:1	

Body/Suspension/Chassis		back to top
Turning Diameter, Curb-to-Curb	39.64 ft	
Power-Assisted Ventilated Front Disc/Solid Rear Disc Brakes	12.6 in / 13.0 in	
Wheels	18 in Light Silver-Painted Alloy	
All-Season Tires	235 / 60 R18 103H	
Compact Spare Tire	T135 / 80 D17 103M	

Exterior Measurements		back to top
Wheelbase	118.1 in	
Length	203.2 in	
Height	68.3 in	
Width	78.5 in	
Track (front / rear)	67.3 in / 67.2 in	
Curb Weight	4354 lbs	
Weight Distribution (front/rear)	55.7% / 44.3%	
Towing Capacity ²	3000 lbs	

² Requires surge-type or electric trailer brakes and available Honda accessory towing package and hitch ball. Premium unleaded fuel recommended when towing. Please see your Honda dealer for details.

Interior Measurements		back to top
Headroom (front/middle/rear)	40.7 in / 39.5 in / 38.3 in	
Legroom (front/middle/rear)	40.9 in / 40.9 in / 38.1 in	

³ Based on SAE J1100 cargo volume measurement standard.

⁴ Based on SAE J1100 cargo volume measurement standard plus, where applicable, floor space between seating rows and seats in their forward-most and upright position.

Interior Measurements		back to top
Shoulder Room (front/middle/rear)	63.1 in / 61.6 in / 60.0in	
Hiproom (front/middle/rear)	58.6 in / 64.8 in / 48.4 in	
Cargo Volume (behind 3rd-row)	32.8 cu ft ³ / 38.6 cu ft ⁴	
Cargo Volume (behind 2nd-row)	88.8 cu ft ³ / 92.0 cu ft ⁴	
Cargo Volume (behind 1st-row)	144.9 cu ft ³ / 158.0 cu ft ⁴	
Passenger Volume	163.6 cu ft	
Seating Capacity	7	

³ Based on SAE J1100 cargo volume measurement standard.

⁴ Based on SAE J1100 cargo volume measurement standard plus, where applicable, floor space between seating rows and seats in their forward-most and upright position.

EPA Mileage Ratings ⁵ /Fuel		back to top
9-Speed Automatic Transmission (9AT) (City/Highway/Combined)	19 / 28 / 22	
Fuel Tank Capacity	19.5 gal	
Required Fuel	Regular Unleaded	

⁵ Based on 2019 EPA mileage ratings. Use for comparison purposes only. Your mileage will vary depending on how you drive and maintain your vehicle, driving conditions and other factors.

Active Safety		back to top
Vehicle Stability Assist™ (VSA®) with Traction Control ⁶		
Anti-Lock Braking System (ABS)		
Electronic Brake Distribution (EBD)		

⁶ VSA is not a substitute for safe driving. It cannot correct the vehicle's course in every situation or compensate for reckless driving. Control of the vehicle always remains with the driver.

⁷ For optimal tire wear and performance, tire pressure should be checked regularly with a gauge. Do not rely solely on the monitor system. Please see your Honda dealer for details.

⁸ Always visually confirm that it is safe to drive before backing up; the rearview camera display does not provide complete information about all conditions and objects at the rear of your vehicle.

Active Safety		back to top
Brake Assist		
Daytime Running Lights (DRL)		
Tire Pressure Monitoring System (TPMS)⁷ with Tire Fill Assist and Location and Pressure Indicators		
Multi-Angle Rearview Camera⁸		with Guidelines

⁶ VSA is not a substitute for safe driving. It cannot correct the vehicle's course in every situation or compensate for reckless driving. Control of the vehicle always remains with the driver.

⁷ For optimal tire wear and performance, tire pressure should be checked regularly with a gauge. Do not rely solely on the monitor system. Please see your Honda dealer for details.

⁸ Always visually confirm that it is safe to drive before backing up; the rearview camera display does not provide complete information about all conditions and objects at the rear of your vehicle.

Passive Safety		back to top
Advanced Compatibility Engineering™ (ACE™) Body Structure		
Advanced Front Airbags		
SmartVent® Front Side Airbags		
Three-Row Side Curtain Airbags with Rollover Sensor		
Driver's and Front Passenger's Knee Airbags		
3-Point Seat Belts at all Seating Positions		
Front 3-Point Seat Belts with Automatic Tensioning System		
Lower Anchors and Tethers for Children (LATCH): Lower Anchors (2nd-row All, 3rd-row outboard), Tether Anchors (2nd-row all, 3rd-row all)		
Driver's and Front Passenger's Seat-Belt Reminder		
Child-Proof Rear Door Locks		

Exterior Features		back to top
Multi-Reflector Halogen Headlights with Auto-Off		

Exterior Features[back to top](#)**Active Shutter Grille****Rear Privacy Glass****Intermittent Rear Window Wiper/Washer****Security System****Taillights with Integrated LED Light Bars****Chrome Door Handles**

Black

Roofline Spoiler with Integrated Brake Light**Variable Intermittent Windshield Wipers****Remote Entry****Body-Colored Power Side Mirrors**

Black

Side Sills

Black

Comfort & Convenience[back to top](#)**Automatic Climate Control System****Programmable Power Door Locks****Push Button Start****Cruise Control****One-Touch Turn Indicators****Tilt and Telescopic Steering Column****Driver's and Front Passenger's Illuminated Vanity Mirrors****Map Lights (all rows)****Front Bag Hook**

Comfort & Convenience		back to top
Lockable Glove Compartment		
Ambient Console Lighting		
Beverage Holders (all rows)		
Capless Fuel Filler		
Passenger-Assist Grips (front and 2nd-row)		
Garment Hooks (2nd and 3rd row, 4 total)		
Front Door Courtesy Lights		
Rear-Window Defroster		
Rear-Seat Heater Ducts		
Cargo Area Light		
Rear Storage Well		
Illuminated Steering Wheel-Mounted Controls		
Conversation Mirror with Sunglasses Holder		
Lower Seatback Pockets (front row)	Passenger-Side	
Auto-Up/Down Power Windows	Front	
Floor Mats	Front- and 2nd-Row	

Seating	back to top
Driver's Seat with 8-Way Power Adjustment	
Front Passenger's Seat with 4-Way Power Adjustment	
Adjustable Seat-Belt Anchors (front row)	
Head Restraints at all Seating Positions	

Seating

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One-Motion 60/40 Split 3rd-Row Magic Seat®

Audio & Connectivity

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5-Inch Color LCD Screen

1.0-Amp USB Audio Interface¹⁷

Center Console (1 Port)

160-Watt Audio System with 7 Speakers, Including Subwoofer

Bluetooth® HandsFreeLink®¹⁸*Bluetooth*® Streaming Audio¹⁸

MP3/Auxiliary Input Jack

Radio Data System (RDS)

Speed-Sensitive Volume Compensation (SVC)

2.5-Amp USB Charging Port

Center Console (1 Port)

12-Volt Power Outlets

Front and Cargo Area

¹⁷ The USB Interface is used for playback of MP3, WMA or AAC music files from digital audio players and other USB devices, as well as smartphone data transfer on designated Smartphone/Audio Interface ports. Some USB devices and files may not work. Please see your Honda dealer for details.

¹⁸ The *Bluetooth*® word mark and logos are owned by the *Bluetooth* SIG, Inc., and any use of such marks by Honda Motor Co., Ltd., is under license.

Driver Information Interface

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Automatic Brake Hold Indicators

Average Fuel Economy Indicator

Cruise Control Indicators

Customizable Feature Settings

ECON Mode Indicator

Driver Information Interface	back to top
Engine Oil-Life Indicator	
Gear Position Indicator	
Instant Fuel Economy Indicator	
Miles-to-Empty Indicator	
Normal/Snow Mode Indicators	
Odometer and Trip Meters (A&B)	
Sequential Mode Gear Selection Indicator	
Speedometer	
System Message Indicator	
Tachometer	
Tire Pressure Monitoring System (TPMS) with Tire Fill Assist and Location and Pressure Indicators	
Transmission System Indicator	

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ABS Indicator	
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Brake System Indicator	
Coolant Temperature Indicator	
Electric Power Steering (EPS) Indicator	
Fuel Level Indicator	
Headlights-On Indicator	

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Immobilizer/Security System Indicator	
Low-Fuel Indicator	
Low-Tire Pressure/TPMS Indicator	
Malfunction Indicator	
Seat-Belt Reminder Indicator	
Turn Signal/Hazard Indicators	
VSA System and VSA-Off Indicators	



City of Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 8.G. (1)

Department: Transportation

Meeting Date: May 14, 2019

TO: THE HONORABLE MAYOR AND CITY COUNCIL MEMBERS

AGENDA TITLE: Approval of Agreement with Fuel Solutions, Inc. for Design and Engineering Services for the Compressed Natural Gas (CNG) Fueling and Maintenance Modification Project for \$66,964 and a Program Total Not to Exceed \$80,345

COUNCIL ACTION REQUIRED:

Action Taken

Approve Agreement

RECOMMENDATION AND STAFF SUMMARY:

As part of the Fleet Plan approved by the City Council in February 2017, GTrans is pursuing a mixed fleet of Compressed Natural Gas (CNG) and Electric buses when it purchases new vehicles. As part of the plan, GTrans will construct a CNG fueling station and upgrade its maintenance facilities in order to accommodate this new technology. GTrans is in need of a professional service agreement for design, engineering and consulting services for its CNG Fueling Station and Vehicle Maintenance Facility Upgrade project.

Fuel Solutions, Inc. is an industry expert in the provision of these services. The firm provided design and technical consulting for LA Metro's recently completed Division 13 and has provided on-call design and technical services for all Metro Divisions since 1999. Fuel Solutions, Inc. has also performed a similar scope for the design-build of CNG facilities for the cities of Alhambra and West Covina, for Sacramento International Airport (CNG), and the Riverside Transit Agency facilities in Hemet and Riverside.

Prior to this agreement, GTrans engaged Fuel Solutions in 2016 to provide preliminary CNG specifications in preparation for a grant application for this CNG facility. With that contract long completed, staff believes it is prudent to leverage this previous work and experience as GTrans now begins its CNG project. The firm will assist with conceptual design and engineering documents, procurement support, responding to technical questions and commissioning/performance testing when the project is completed. This fee-based contract will be performed at a cost not-to-exceed \$66,954, which includes the aforementioned tasks and support. GTrans is requesting a 20 percent contingency for the project, or an additional \$13,391, to accommodate unforeseen expenditures that may arise. Such expenditures would not be allowed unless agreed upon and approved in advance by GTrans management.

GTrans recommends that City Council approve the professional service agreement with Fuel Solutions, Inc. for an amount not to exceed \$66,954, and a program total not to exceed \$80,345, including a 20 percent contingency.

FINANCIAL IMPACT/COST:

There is no impact to the General Fund. GTrans' CNG Fueling and Maintenance project is funded using existing federal and local grants obligated specifically for this project.

ATTACHMENTS:

- A. Agreement between the City of Gardena and Fuel Solutions, Inc. for Design and Engineering Services
- B. Fuel Solutions, Inc. Cost Proposal

Submitted by Ernie Crespo, Ernie Crespo, Transportation Director

Date 5/8/19

Concurred by Edward Medrano, Edward Medrano, City Manager

Date 5/9/19

**AGREEMENT BETWEEN THE
THE CITY OF GARDENA
AND
FUEL SOLUTIONS, INC.
FOR CONSULTING SERVICES**

This contract, hereinafter referred to as Agreement, is entered into by and between THE CITY OF GARDENA ("City") and FUEL SOLUTIONS, INC., ("Consultant"). Based on the mutual promises and covenants contained herein, the Parties hereto agree as follows:

1. Recitals.

- A. City is desirous of obtaining services necessary to perform Conceptual Design services for a Compressed Natural Gas Fueling Station at the City's Transportation facility.
- B. Consultant is qualified by virtue of experience, training, education and expertise to provide these services.
- C. City has determined that the public interest, convenience and necessity require the execution of this Agreement.

2. Services.

- A. The services to be performed by Consultant shall consist of Services specified as in Exhibit A, attached hereto and incorporated herein by reference ("Services").
- B. The Services shall be performed in accordance with the Project Schedule set forth in Exhibit A. Consultant shall not be liable for any failure or delay in furnishing proposed services resulting from fire, explosion, flood, storm, Act of God, governmental acts, orders or regulations, hostilities, civil disturbances, strikes, labor difficulties, difficulty in obtaining parts, supplies, or shipping facilities, inability to obtain or delays in obtaining suitable material or facilities required for performance, temporary unavailability of qualified personnel, failure by City to provide appropriate access to equipment or personnel, or other causes beyond Consultant's reasonable control.

3. Additional Services. If City determines that additional services are required to be provided by Consultant in addition to the Services set forth above, City shall authorize Consultant to perform such additional services in writing ("Additional Services"). Such Additional Services shall be specifically described and approved by City in writing prior to the performance thereof. Consultant shall be compensated for such Additional Services in accordance with the amount agreed upon in writing by the Parties. No

compensation shall be paid to Consultant for Additional Services which are not specifically approved by City in writing.

4. Agreement Administrator. For purposes of this Agreement, City designates ERNIE CRESPO as the Agreement Administrator who shall monitor Consultant's performance under this Agreement. All notices, invoices or other documents shall be addressed to the Agreement Administrator, as well as all substantive issues relating to this contract. City reserves the right to change this designation upon written notice to Consultant.

5. Consultant's Proposal. This Agreement shall include Consultant's proposal or bid which is incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

6. Timing of Performance. Time is of the essence with respect to Consultant's performance of the Services required by this Agreement. Consultant shall diligently and timely pursue and complete the performance of the Services required of it by this Agreement. City, in its sole discretion, may extend the time for performance of any Service.

7. Compensation. Compensation for the Services shall be billed as set forth in Exhibit A, attached hereto. The Compensation is inclusive of all costs that may be incurred by Consultant in performance of the Services, including but not limited to such items as travel, copies, delivery charges, phone charges, and facsimile charges.

8. Term of Agreement/Termination.

A. This Agreement shall be effective as of the date of execution by the City and shall remain in effect until all Services are completed or until terminated as provided for herein.

B. City may terminate this Agreement without cause by providing written notice to Consultant not less than three days prior to an effective termination date. City's only obligation in the event of termination will be payment of fees and allowed expenses incurred up to and including the effective date of termination.

C. Unless for cause, Consultant may not terminate this Agreement.

D. Upon receipt of a termination notice, Consultant shall: (1) promptly discontinue all Services, unless the notice directs otherwise; and (2) within ten (10) days, deliver to City all files, data, reports, estimates, summaries, and such other information and materials as may have been accumulated or prepared to date by Consultant in performing the Services under this Agreement, whether completed or in progress. Consultant shall provide these documents by both hard copy and in

electronic format if available. In the event of termination for other than cause attributable to Consultant, Consultant shall be entitled to reasonable compensation for the services it performs up to the date of termination and shall be deemed released from liability for any work assigned but not completed as of the effective date of termination.

9. Invoices and Payments.

A. Payment shall be made upon receipt and approval of invoices for Services rendered. In order for payment to be made, Consultant's invoice must include an itemization as to the services rendered, date(s) of service, direct and/or subcontract costs, and be submitted on an official letterhead or invoice with Consultant's name, address, and telephone number referenced.

B. The Agreement Administrator shall review the invoices to determine whether services performed and documents submitted are consistent with this Agreement. Payment shall be made within forty-five (45) days following receipt of the invoice or the Agreement Administrator shall provide Consultant with a written statement objecting to the charges and stating the reasons therefore.

C. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment.

10. Records/Audit.

A. Consultant shall be responsible for ensuring accuracy and propriety of all billings and shall maintain all supporting documentation for a minimum of three (3) years from the completion date of the Services under this agreement the following records:

1. All accounts and records, including personnel, property and financial, adequate to identify and account for all costs pertaining to this Agreement and assure proper accounting for all funds;

2. Records which establish that Consultant and any subconsultant who renders Services under this Agreement are in full compliance with the requirements of this Agreement and all federal, state and local laws and regulations

3. Any additional records deemed necessary by City to assume verification of full compliance with this Agreement.

B. City shall have the right to audit Consultant's invoices and all supporting documentation for purposes of compliance with this Agreement for a period of three years following the completion of Services under this Agreement.

C. Upon reasonable notice from City or any other governmental agency, Consultant shall cooperate fully with any audit of its billings conducted by, or of, City and shall permit access to its books, records and accounts as may be necessary to conduct such audits.

11. Successors and Assignment. This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

12. Change in Name, Ownership or Control. Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or subconsultant. Change of ownership or control of Consultant's firm may require an amendment to the Agreement.

13. Key Personnel. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall provide properly skilled professional and technical personnel to perform all services under this Agreement. In the event that City, in its sole discretion, at any time during the Agreement, desires the removal of any person or persons assigned by Consultant to perform Services pursuant to this Agreement, Consultant shall remove any such person immediately upon receiving notice from City.

14. Use of Materials.

A. City shall make available to Consultant such materials from its files as may be required by Consultant to perform Services under this Agreement. Such materials shall remain the property of City while in Consultant's possession. Upon termination of this Agreement and payment of outstanding invoices of Consultant, or completion of work under this Agreement, Consultant shall return to City any property of City in its possession and any calculations, notes, reports, electronic files, or other materials prepared by Consultant in the course of performance of this Agreement.

B. City may utilize any material prepared or work performed by Consultant pursuant to this Agreement, including computer software, in any manner, which City deems proper without additional compensation to Consultant. Consultant shall have no responsibility or liability for any revisions, changes, or corrections made by City, or any use or reuse pursuant to this paragraph unless Consultant accepts such responsibility in writing.

15. Nonuse of Intellectual Property of Third Parties. Consultant shall not use, disclose or copy any intellectual property of any third parties in connection with work carried out under this Agreement, except for intellectual property for which Consultant

has a license. Consultant shall indemnify and hold City harmless against all claims raised against City based upon allegations that Consultant has wrongfully used intellectual property of others in performing work for City, or that City has wrongfully used intellectual property developed by Consultant pursuant to this Agreement.

16. Ownership of Work Product. All documents or other information created, developed, or received by Consultant shall, for purposes of copyright law, be deemed worked made for hire for City by Consultant and shall be the sole property of City. Consultant shall provide City with copies of these items upon demand, and in any event, upon termination of this Agreement.

17. Legal Requirements.

A. Consultant shall secure and maintain all licenses or permits required by law, including a City business license, and shall comply with all ordinances, laws, orders, rules, and regulations pertaining to the work.

B. Consultant warrants it fully complies with all laws regarding employment of aliens and others, and that all of its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations.

C. Consultant covenants that there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, handicap, national origin or ancestry, or any other category forbidden by law in performance of this Agreement.

18. Conflict of Interest and Reporting.

A. Consultant shall at all times avoid conflicts of interest or the appearance of a conflict of interest in the performance of this Agreement. If required, Consultant shall comply with the City's Conflict of Interest reporting requirements. Consultant understands that pursuant to Gardena Municipal Code sections 2.24.020H and 2.24.025G, it is forbidden to make any contribution to a candidate or committee of a candidate for a municipal office of the City, or to an officeholder, until the completion of services to be performed under this Agreement.

B. Consultant and its representatives shall refrain from lobbying City of Gardena officials, employees and representatives for the duration of this Agreement.

19. Guarantee and Warranty. Consultant warrants to City that the material, analysis, data, programs and SERVICES to be delivered or rendered hereunder will be of the kind and quality designated and will be performed by qualified personnel. Without waiver of City's other rights or remedies, City may require Consultant to re-perform any of said services, which were not performed in accordance with these standards.

Consultant shall perform the remedial services at its sole expense.

20. Insurance.

A. Commencement of Work. Consultant shall not commence work under this Agreement until it has obtained City approved insurance. Before beginning work hereunder, during the entire period of this Agreement, for any extensions hereto, and for periods after the end of this Agreement as may be indicated below, Consultant must have and maintain in place all of the insurance coverage required in this Section. Consultant's insurance shall comply with all items specified by this Agreement. Any subcontractors shall be subject to all of the requirements of this Section and Consultant shall be responsible to obtain evidence of insurance from each subcontractor and provide it to City before the subcontractor commences work. Alternatively, Consultant's insurance may cover all subcontractors.

B. Insurance Company Requirements. All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers admitted to do business in the State of California. Insurers shall have a current Best's rating of not less than A-:VII, unless otherwise approved by City.

C. Coverage, Limits and Policy Requirements. Consultant shall maintain the types of coverage and limits indicated below:

1. Commercial General Liability Insurance - a policy for occurrence coverage for bodily injury, personal injury and property damage, including all coverage provided by and to the extent afforded by Insurance Services Office Form CG 2010 ed. 10/93 or 11/85, with no special limitations affecting City. The limit for all coverage under this policy shall be no less than one million dollars (\$1,000,000.00) per occurrence.

2. Commercial Auto Liability Insurance - a policy including all coverage provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 12/93, including Symbol 1 (any auto) with no special limitations affecting City. The limit for bodily injury and property damage liability shall be no less than one million dollars (\$1,000,000.00) per accident.

3. Policy Requirements. The policies set forth above shall comply with the following, as evidenced by the policies or endorsements to the policies:

a. The City, its appointed and elected officers, employees, agents and volunteers shall be added as additional insured to the policy.

b. The insurer shall agree to provide City with thirty (30) days prior written notice, return receipt requested, of any cancellation, non-renewal or material change in coverage.

c. For any claims with respect to the Services covered by this Agreement, Consultant's insurance coverage shall be primary insurance as respects the City, its elected and appointed officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its elected and appointed officers, employees, agents and volunteers shall be excess of Consultant's insurance and shall not contribute with it.

4. Worker's Compensation and Employer's Liability Insurance - a policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. The minimum coverage limits for said insurance shall be no less than one million dollars per claim. The policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled without thirty (30) days prior written notice, return receipt requested, is mailed to City.

5. Professional Errors & Omissions - a policy with minimum limits of one million dollars (\$1,000,000.00) per claim and aggregate. This policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled until thirty (30) days written notice, return receipt requested, is mailed to City.

D. Additional Requirements. The procuring of such required policies of insurance shall not be construed to limit Consultant's liability hereunder or to fulfill the indemnification provisions and requirements of this Agreement. There shall be no recourse against City for payment of premiums or other amounts with respect thereto. City shall notify Consultant in writing of changes in the insurance requirements. If Consultant does not deposit copies of acceptable insurance policies or endorsements with City incorporating such changes within sixty (60) days of receipt of such notice, Consultant shall be deemed in default hereunder.

E. Deductibles. Any deductible or self-insured retention over \$25,000 per occurrence must be declared to and approved by City. Any deductible exceeding an amount acceptable to City shall be subject to the following changes: either the insurer shall eliminate or reduce such deductibles or self-insured retentions with respect to City, its officers, employees, agents and volunteers (with additional premium, if any, to be paid by Consultant); or Consultant shall provide satisfactory financial guarantee for payment of losses and related investigations, claim administration and defense expenses.

F. Verification of Compliance. Consultant shall furnish City with original policies or certificates and endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by

City before work commences. Not less than fifteen (15) days prior to the expiration date of any policy of insurance required by this Agreement, Consultant shall deliver to City a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefore, or accompanied by other proof of payment satisfactory to City. Consultant shall provide full copies of any requested policies to City within three (3) days of any such request by City.

G. Termination for Lack of Required Coverage. If Consultant, for any reason, fails to have in place, at all times during the term of this Agreement, including any extension hereto, all required insurance and coverage, City may immediately obtain such coverage at Consultant's expense and/or terminate this Agreement.

21. Indemnity.

A. Consultant assumes all risk of injury to its employees, agents, and contractors, including loss or damage to property.

B. Consultant shall defend, indemnify, and hold harmless the City, including its officials, officers, employees, and agents from and against all claims, suits, or causes of action for injury to any person or damage to any property arising out of any intentional or negligent acts or errors or omissions to act by Consultant or its agents, officers, employees, subcontractors, or independent contractor, in the performance of its obligations pursuant to this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. This indemnity shall not apply if the claim arises out of the sole negligence or willful misconduct of City, its officers, agents, employees or volunteers.

C. No official, employee, agent or volunteer of City shall be personally liable for any default or liability under this Agreement.

22. Independent Contractor. Consultant agrees to furnish consulting services in the capacity of an independent contractor and neither Consultant nor any of its employees shall be considered to be an employee or agent of City.

23. Notices. Any notice or communication given under this Agreement shall be effective when deposited, postage prepaid, with the United States Postal Service and addressed to the contracting parties. Name, address, telephone and facsimile numbers of the parties are as follows:

City of Gardena:
13999 S. Western Avenue
Gardena, California 90249
Attn: Aubrey Smith
Telephone Number: (310) 968-8898
Facsimile Number: (310) 538-1989

E-mail: asmith@gardenabus.com

Consultant: Fuel Solutions, Inc.

Attn: Reb Guthrie

Telephone Number: (310) 207-8548

Facsimile Number:

E-mail: rebg@fuelsolutionsin.com

Either party may change the information to which notice or communication is to be sent by providing advance written notice to the other party.

24. Severability. If any provision of this Agreement shall be held illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

25. Jurisdiction and Venue. This Agreement shall be deemed a contract under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. Both parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought hereunder shall be Los Angeles County, California.

26. Waiver. No delay or failure by either Party to exercise or enforce at any time any right or provision of this Agreement shall be considered a waiver thereof or of such Party's right thereafter to exercise or enforce each and every right and provision of this Agreement. To be valid a waiver shall be in writing but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

27. Entire Agreement.

A. This writing contains the entire agreement of the Parties relating to the subject matter hereof; and the Parties have made no agreements, representations, or warranties either written or oral relating to the subject matter hereof which are not set forth herein. Except as provided herein, this Agreement may not be modified or altered without formal amendment thereto.

B. Notwithstanding the foregoing, and to realize the purpose of this Agreement, the Agreement Administrator may issue a written modification to the Scope of Work, if this modification will not require a change to any other term of this Agreement.

28. Joint Drafting. Both parties have participated in the drafting of this Agreement.

29. Public Record. This Agreement is a public record of the City.

30. Authority to Execute. The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.

31. Attorney's Fees. In the event that legal action is necessary to enforce the provisions of this Agreement, or to declare the rights of the parties hereunder, the parties agree that the prevailing party in the legal action shall be entitled to recover attorney's fees and court costs from the opposing party.

IN WITNESS WHEREOF, the parties have hereunto affixed their names as of the day and year written below.

CITY OF GARDENA

By _____
TASHA CERDA
Mayor

Date _____

ACCEPTED:
FUEL SOLUTIONS, INC.

By _____
REB GUTHRIE
PRINCIPAL

Date _____

APPROVED AS TO FORM:

 _____
PETER L. WALLIN, City Attorney

Consultant	Title	\$ Rate	Task 1 - Investigation & Project Set Up	Task 2A - Conceptual CNG-Fueling & Garage-Mod Plans (draft)	Task 2B - CNG & Garage Performance Specs & Price Forms (draft)	Task 3A - Conceptual CNG-Fueling & Garage-Mod Plans (final)	Task 3B - CNG & Garage Performance Specs & Price Forms (final)	Task 4 - Proposal-Phase Assistance	Task 5 - Construction-Phase Review & Assist. (Fueling & Garage)	\$ Total
Reb Guthrie	Project Manager, Principal	179.00	16	20	32	12	16	24	32	
Faye Farahmand, P.E.	Sr. Project Engineer	156.00	12	24	28	16	4	8	24	
Bruce Guthrie	Asst. Project Manager, Principal	161.00	4	8	8		4	4	4	
Rob Kuchta	Mechanical Design Specialist	91.00	8	40		32			8	
Jackie Horak	Administrative	55.00	4	2		2		2	8	
\$ Extended Base Fee by Task (Fuel Solutions' staff)			6,328	12,362	11,384	7,666	4,132	6,298	11,284	59,454
Subconsulting Under FS – Firm										
Sub-Consultants (lump sum all tasks, includes travel & other direct costs)	Civil-site survey - Calvada - N/A									
	Geotech. analysis - N/A									
	Prelim. Electrical Eng'g – CJTSS		2,300	1,900		1,400			1,900	
	Structural Engineering – N/A									
	NA									
Subconsulting Labor, Subtotals			2,300	1,900	0	1,400	0	0	1,900	7,500
Subtotals for all consulting labor by Task			8,628	14,262	11,384	9,066	4,132	6,298	13,184	
Estimated Other Direct Costs										
Travel		\$/Unit	T1 ODC	T2 ODC	T2B ODC	T3A ODC	T3B ODC	T4 ODC	T5 ODC	
Air travel N/A		0	0	0	0	0	0	0	0	
Auto travel		included	-	-	-	-	-	-	-	
Other costs:		-								
Full-size drawings		0				0	0			
Direct Costs, Subtotals			-	0	0	0	0	0	0	0
TOTAL Fee for All Labor + Estimated Direct Costs										\$66,954

Notes, Scope & Assumptions for Fee Proposal:

- 1) Proposed scope includes '30%' conceptual design of a new CNG fueling system with approximately 3-4 compressor skids, gas dryer, utility coordination, impact protection, storage & valve panel, (2) transit fast-fill dispensers, as well as a time-fill sub-system as needed + performance specifications. Also includes 30% design of 'CNG safe' garage modifications + performance specifications.
- 2) Design scope is limited to drawings for: Cover Sheet, General Project Notes, Equipment Plan, Equipment Schedule, and Process Flow Diagram, Preliminary Electrical Single-Line Diagram (showing approach for connection to existing or upgraded electrical service as applicable); final and complete construction drawings to be prepared by 'design build' contractor that is awarded the project (separate for fueling & garage).
- 3) All listed labor rates and labor costs are fully loaded. Consulting fee is proposed as fixed / not-to-exceed type, with invoicing submitted monthly for prorated portion of work value completed and approved to date.
- 4) Tasks 2 and 3 include all consulting work needed to develop complete technical requirements suitable for the City to advertise as a design-build CNG fueling-facility project. Includes approximately six-drawing package + comprehensive specification manual with requirements for functional and performance criteria for CNG facility + assistance to prepare bid/pricing form for capital work, including any alternates as applicable. Scope also includes specifications and price form for Operations & Maintenance, including multi-year bidding as required.
- 5) Task 4 includes assisting the City through procurement, including responding to technical questions/RFI's posed by proposers, as well as assisting to evaluate proposals, which may include participating interviews, if deemed necessary by the City.
- 6) Task 5 includes responding to CNG-technical RFI's & questions during construction, including reviewing submittals for final-design drawings, equipment & materials that are prepared and submitted by the Contractor. Also includes 2-3 site visits during construction and at startup to verify commissioning and prepare punchlist; includes performance test to verify flow and fuel-delivery rate.
- 7) Electrical engineering under tasks 2 & 3 includes providing preliminary coordination w/ SCE for new, upgraded or aggregated electrical service as needed to power the planned CNG-compressor system. Also includes preparation of conceptual single-line diagram showing the logical wiring configuration for the SCE service and main CNG-system loads. Electrical-engineering work under task 4 includes review of contractor's electrical drawings and principal electrical submittals (panelboards, motors, etc.). Will also provide prelim. power analysis for new exhaust fans in garage.
- 8) Direct costs will be charged only as incurred and with no markup. Assumes all printing of drawings will be done by the City.
- 9) Scope for site survey & geotechnical analysis are excluded. FS assumes adequate design-basis drawings for site and garage will be provided to FS by the City. Work to generate any missing design-basis data can be added at cost, or can be contracted directly by the City as needed.



City of Gardena City Council Meeting

Agenda Item No. 8.G. (2)

Department: Transportation

Meeting Date: May 14, 2019

AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL MEMBERS

AGENDA TITLE: Approval of Agreement with NRM & Associates for Project Management Services for Compressed Natural Gas (CNG) Fueling and Maintenance Modification Project for \$50,000 and a Program Total Not to Exceed \$60,000

COUNCIL ACTION REQUIRED:

Action Taken

Approve Agreement

RECOMMENDATION AND STAFF SUMMARY:

As part of the Fleet Plan approved by the City Council in February 2017, GTrans is pursuing a mixed fleet of Compressed Natural Gas (CNG) and Electric buses when it purchases new vehicles. As part of the plan, GTrans will construct a CNG fueling station and upgrades to its maintenance facilities in order to accommodate this new technology.

GTrans is in need of a professional service agreement for project management consulting services. NRM & Associates has performed in this capacity for CNG as well as Hydrogen Fueling and Facility Construction projects for a number of transit agencies in California, including Norwalk Transit, Sunline Transit in the Coachella Valley and SolTrans in the Bay Area. Most recently NRM & Associates guided Norwalk Transit through its transition to CNG and the construction and installation of its CNG fueling station and maintenance facility modifications. This firm has experience working through the unique circumstances presented by transit municipal fuel-related projects. NRM & Associates has successfully worked with GTrans in a project management capacity for the installation of a maintenance management system and the installation of surveillance cameras on board its buses.

This contract will be performed on a time and materials basis, at a cost not-to-exceed \$50,000, which includes project management/procurement assistance throughout the project. GTrans is requesting a 20 percent contingency for the project, or an additional \$10,000, to accommodate unforeseen expenditures that may arise. Such expenditures would not be allowed unless agreed upon and approved in advance by GTrans management.

GTrans recommends that City Council approve the professional service agreement with NRM & Associates for an amount not to exceed \$50,000, and a program total not to exceed \$60,000, which includes a 20 percent contingency.

FINANCIAL IMPACT/COST:

There is no impact to the General Fund. GTrans' CNG Fueling and Maintenance project is funded using existing federal and local grants obligated specifically for this project.

ATTACHMENTS:

- A. Agreement between the City of Gardena and NRM & Associates for Consulting Services
- B. NRM & Associates Proposal

Submitted by Ernie Crespo, Ernie Crespo, Transportation Director

Date 5/8/19

Concurred by Edward Medrano, Edward Medrano, City Manager

Date 5/9/19

**AGREEMENT BETWEEN THE
THE CITY OF GARDENA
AND
NRM & ASSOCIATES
FOR CONSULTING SERVICES**

This contract, hereinafter referred to as Agreement, is entered into by and between THE CITY OF GARDENA ("City") and NRM & ASSOCIATES, a ("Consultant". Based on the mutual promises and covenants contained herein, the Parties hereto agree as follows:

1. Recitals.

A. City is desirous of obtaining services necessary to perform project management, procurement, and contract administrative services for the construction of its Compressed Natural Gas (CNG) Fueling Station and Vehicle Maintenance Facility Upgrades.

B. Consultant is qualified by virtue of experience, training, education and expertise to provide these services.

C. City has determined that the public interest, convenience and necessity require the execution of this Agreement.

2. Services.

A. The services to be performed by Consultant shall consist of the ("Services") as specified in the Scope of Work, incorporated herein by this reference

B. The Services shall be performed in accordance with the Project Schedule set forth in Exhibit A. Consultant shall not be liable for any failure or delay in furnishing proposed services resulting from fire, explosion, flood, storm, Act of God, governmental acts, orders or regulations, hostilities, civil disturbances, strikes, labor difficulties, difficulty in obtaining parts, supplies, or shipping facilities, inability to obtain or delays in obtaining suitable material or facilities required for performance, temporary unavailability of qualified personnel, failure by City to provide appropriate access to equipment or personnel, or other causes beyond Consultant's reasonable control.

3. Additional Services. If City determines that additional services are required to be provided by Consultant in addition to the Services set forth above, City shall authorize Consultant to perform such additional services in writing ("Additional Services"). Such Additional Services shall be specifically described and approved by City in writing prior to the performance thereof. Consultant shall be compensated for such Additional Services in accordance with the amount agreed upon in writing by the Parties. No compensation shall be paid to Consultant for Additional Services which are not specifically approved by City in writing.

4. Agreement Administrator. For purposes of this Agreement, City designates Rod Goldman as the Agreement Administrator who shall monitor Consultant's performance under this Agreement. All notices, invoices or other documents shall be addressed to the Agreement Administrator, as well as all substantive issues relating to this contract. City reserves the right to change this designation upon written notice to Consultant.

5. Consultant's Proposal. This Agreement shall include Consultant's proposal or bid which is incorporated herein by this reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

6. Timing of Performance. Time is of the essence with respect to Consultant's performance of the Services required by this Agreement. Consultant shall diligently and timely pursue and complete the performance of the Services required of it by this Agreement. City, in its sole discretion, may extend the time for performance of any Service.

7. Compensation. Compensation for the Services shall be billed as set forth in Exhibit A, attached hereto. The Compensation is inclusive of all costs that may be incurred by Consultant in performance of the Services, including but not limited to such items as travel, copies, delivery charges, phone charges, and facsimile charges.

8. Term of Agreement/Termination.

A. This Agreement shall be effective as of the date of execution by the City and shall remain in effect until all Services are completed or until terminated as provided for herein.

B. City may terminate this Agreement without cause by providing written notice to Consultant not less than three days prior to an effective termination date. City's only obligation in the event of termination will be payment of fees and allowed expenses incurred up to and including the effective date of termination.

C. Unless for cause, Consultant may not terminate this Agreement.

D. Upon receipt of a termination notice, Consultant shall: (1) promptly discontinue all Services, unless the notice directs otherwise; and (2) within ten (10) days, deliver to City all files, data, reports, estimates, summaries, and such other information and materials as may have been accumulated or prepared to date by Consultant in performing the Services under this Agreement, whether completed or in progress. Consultant shall provide these documents by both hard copy and in electronic format if available. In the event of termination for other than cause attributable to Consultant, Consultant shall be entitled to reasonable compensation for the services it performs up to the date of termination and shall be deemed released from liability for any work assigned but not completed as of the effective date of termination.

9. Invoices and Payments.

A. Payment shall be made upon receipt and approval of invoices for Services

rendered. In order for payment to be made, Consultant's invoice must include an itemization as to the services rendered, date(s) of service, direct and/or subcontract costs, and be submitted on an official letterhead or invoice with Consultant's name, address, and telephone number referenced.

B. The Agreement Administrator shall review the invoices to determine whether services performed and documents submitted are consistent with this Agreement. Payment shall be made within forty-five (45) days following receipt of the invoice or the Agreement Administrator shall provide Consultant with a written statement objecting to the charges and stating the reasons therefore.

C. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment.

10. Records/Audit.

A. Consultant shall be responsible for ensuring accuracy and propriety of all billings and shall maintain all supporting documentation for a minimum of three (3) years from the completion date of the Services under this agreement the following records:

1. All accounts and records, including personnel, property and financial, adequate to identify and account for all costs pertaining to this Agreement and assure proper accounting for all funds;

2. Records which establish that Consultant and any subconsultant who renders Services under this Agreement are in full compliance with the requirements of this Agreement and all federal, state and local laws and regulations

3. Any additional records deemed necessary by City to assume verification of full compliance with this Agreement.

B. City shall have the right to audit Consultant's invoices and all supporting documentation for purposes of compliance with this Agreement for a period of three years following the completion of Services under this Agreement.

C. Upon reasonable notice from City or any other governmental agency, Consultant shall cooperate fully with any audit of its billings conducted by, or of, City and shall permit access to its books, records and accounts as may be necessary to conduct such audits.

11. Successors and Assignment. This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

12. Change in Name, Ownership or Control. Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or subconsultant. Change of ownership or control of Consultant's firm may require an amendment to the Agreement.

13. Key Personnel. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall provide properly skilled professional and technical personnel to perform all services under this Agreement. In the event that City, in its sole discretion, at any time during the Agreement, desires the removal of any person or persons assigned by Consultant to perform Services pursuant to this Agreement, Consultant shall remove any such person immediately upon receiving notice from City.

14. Use of Materials.

A. City shall make available to Consultant such materials from its files as may be required by Consultant to perform Services under this Agreement. Such materials shall remain the property of City while in Consultant's possession. Upon termination of this Agreement and payment of outstanding invoices of Consultant, or completion of work under this Agreement, Consultant shall return to City any property of City in its possession and any calculations, notes, reports, electronic files, or other materials prepared by Consultant in the course of performance of this Agreement.

B. City may utilize any material prepared or work performed by Consultant pursuant to this Agreement, including computer software, in any manner, which City deems proper without additional compensation to Consultant. Consultant shall have no responsibility or liability for any revisions, changes, or corrections made by City, or any use or reuse pursuant to this paragraph unless Consultant accepts such responsibility in writing.

15. Nonuse of Intellectual Property of Third Parties. Consultant shall not use, disclose or copy any intellectual property of any third parties in connection with work carried out under this Agreement, except for intellectual property for which Consultant has a license. Consultant shall indemnify and hold City harmless against all claims raised against City based upon allegations that Consultant has wrongfully used intellectual property of others in performing work for City, or that City has wrongfully used intellectual property developed by Consultant pursuant to this Agreement.

16. Ownership of Work Product. All documents or other information created, developed, or received by Consultant shall, for purposes of copyright law, be deemed worked made for hire for City by Consultant and shall be the sole property of City. Consultant shall provide City with copies of these items upon demand, and in any event, upon termination of this Agreement.

17. Legal Requirements.

A. Consultant shall secure and maintain all licenses or permits required by law,

including a City business license, and shall comply with all ordinances, laws, orders, rules, and regulations pertaining to the work.

B. Consultant warrants it fully complies with all laws regarding employment of aliens and others, and that all of its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations.

C. Consultant covenants that there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, handicap, national origin or ancestry, or any other category forbidden by law in performance of this Agreement.

18. Conflict of Interest and Reporting.

A. Consultant shall at all times avoid conflicts of interest or the appearance of a conflict of interest in the performance of this Agreement. If required, Consultant shall comply with the City's Conflict of Interest reporting requirements. Consultant understands that pursuant to Gardena Municipal Code sections 2.24.020H and 2.24.025G, it is forbidden to make any contribution to a candidate or committee of a candidate for a municipal office of the City, or to an officeholder, until the completion of services to be performed under this Agreement.

B. Consultant and its representatives shall refrain from lobbying City of Gardena officials, employees and representatives for the duration of this Agreement.

19. Guarantee and Warranty. Consultant warrants to City that the material, analysis, data, programs and SERVICES to be delivered or rendered hereunder will be of the kind and quality designated and will be performed by qualified personnel. Without waiver of City's other rights or remedies, City may require Consultant to re-perform any of said services, which were not performed in accordance with these standards. Consultant shall perform the remedial services at its sole expense.

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B. Insurance Company Requirements. All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers admitted to do business in the

State of California. Insurers shall have a current Best's rating of not less than A-:VII, unless otherwise approved by City.

C. Coverage, Limits and Policy Requirements. Consultant shall maintain the types of coverage and limits indicated below:

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2. Commercial Auto Liability Insurance - a policy including all coverage provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 12/93, including Symbol 1 (any auto) with no special limitations affecting City. The limit for bodily injury and property damage liability shall be no less than one million dollars (\$1,000,000.00) per accident.

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4. Worker's Compensation and Employer's Liability Insurance - a policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. The minimum coverage limits for said insurance shall be no less than one million dollars per claim. The policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled without thirty (30) days prior written notice, return receipt requested, is mailed to City. Consultant currently has no employees, and this requirement will become operative only if and when Consultant employs any personnel.

5. Professional Errors & Omissions - a policy with minimum limits of one million dollars (\$1,000,000.00) per claim and aggregate. This policy shall be issued by an

insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled until thirty (30) days written notice, return receipt requested, is mailed to City.

D. Additional Requirements. The procuring of such required policies of insurance shall not be construed to limit Consultant's liability hereunder or to fulfill the indemnification provisions and requirements of this Agreement. There shall be no recourse against City for payment of premiums or other amounts with respect thereto. City shall notify Consultant in writing of changes in the insurance requirements. If Consultant does not deposit copies of acceptable insurance policies or endorsements with City incorporating such changes within sixty (60) days of receipt of such notice, Consultant shall be deemed in default hereunder.

E. Deductibles. Any deductible or self-insured retention over \$25,000 per occurrence must be declared to and approved by City. Any deductible exceeding an amount acceptable to City shall be subject to the following changes: either the insurer shall eliminate or reduce such deductibles or self-insured retentions with respect to City, its officers, employees, agents and volunteers (with additional premium, if any, to be paid by Consultant); or Consultant shall provide satisfactory financial guarantee for payment of losses and related investigations, claim administration and defense expenses.

F. Verification of Compliance. Consultant shall furnish City with original policies or certificates and endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by City before work commences. Not less than fifteen (15) days prior to the expiration date of any policy of insurance required by this Agreement, Consultant shall deliver to City a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefore, or accompanied by other proof of payment satisfactory to City. Consultant shall provide full copies of any requested policies to City within three (3) days of any such request by City.

G. Termination for Lack of Required Coverage. If Consultant, for any reason, fails to have in place, at all times during the term of this Agreement, including any extension hereto, all required insurance and coverage, City may immediately obtain such coverage at Consultant's expense and/or terminate this Agreement.

21. Indemnity.

A. Consultant assumes all risk of injury to its employees, agents, and contractors, including loss or damage to property.

B. Consultant shall defend, indemnify, and hold harmless the City, including its officials, officers, employees, and agents from and against all claims, suits, or causes of action for injury to any person or damage to any property arising out of any intentional or negligent acts or errors or omissions to act by Consultant or its agents, officers,

employees, subcontractors, or independent contractor, in the performance of its obligations pursuant to this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. This indemnity shall not apply if the claim arises out of the sole negligence or willful misconduct of City, its officers, agents, employees or volunteers.

C. No official, employee, agent or volunteer of City shall be personally liable for any default or liability under this Agreement.

22. Independent Contractor. Consultant agrees to furnish consulting services in the capacity of an independent contractor and neither Consultant nor any of its employees shall be considered to be an employee or agent of City.

23. Notices. Any notice or communication given under this Agreement shall be effective when deposited, postage prepaid, with the United States Postal Service and addressed to the contracting parties. Name, address, telephone and facsimile numbers of the parties are as follows:

City of Gardena:
13999 S. Western Ave.
Gardena, California 90249
Attn: Rod Goldman
Telephone Number: (310) 965-8812
Facsimile Number: (310) 538-1989
E-mail: <mailto:RGoldman@gardenabus.com>

Consultant: NRM & Associates
Attn: Ralph Merced
Telephone Number: (310) 997-6416
Facsimile Number:
E-mail: nrmmandassociates@yahoo.com

Either party may change the information to which notice or communication is to be sent by providing advance written notice to the other party.

24. Severability. If any provision of this Agreement shall be held illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

25. Jurisdiction and Venue. This Agreement shall be deemed a contract under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. Both parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought hereunder shall be Los Angeles County, California.

26. Waiver. No delay or failure by either Party to exercise or enforce at any time any right or provision of this Agreement shall be considered a waiver thereof or of such Party's right thereafter to exercise or enforce each and every right and provision of this Agreement. To be valid a waiver shall be in writing but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

27. Entire Agreement.

A. This writing contains the entire agreement of the Parties relating to the subject matter hereof; and the Parties have made no agreements, representations, or warranties either written or oral relating to the subject matter hereof which are not set forth herein. Except as provided herein, this Agreement may not be modified or altered without formal amendment thereto.

B. Notwithstanding the foregoing, and to realize the purpose of this Agreement, the Agreement Administrator may issue a written modification to the Scope of Work, if this modification will not require a change to any other term of this Agreement.

28. Joint Drafting. Both parties have participated in the drafting of this Agreement.

29. Public Record. This Agreement is a public record of the City.

30. Authority to Execute. The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.

31. Attorney's Fees. In the event that legal action is necessary to enforce the provisions of this Agreement, or to declare the rights of the parties hereunder, the parties agree that the prevailing party in the legal action shall be entitled to recover attorney's fees and court costs from the opposing party.

IN WITNESS WHEREOF, the parties have hereunto affixed their names as of the day and year written below.

CITY OF GARDENA

By _____
TASHA CERDA
Mayor

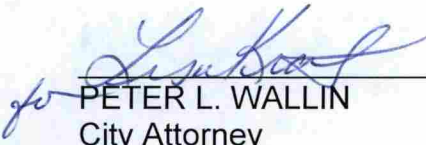
Date _____

ACCEPTED:
NRM & Associates

By _____
RALPH MERCED
Vice President

Date _____

APPROVED AS TO FORM:

 _____
PETER L. WALLIN
City Attorney

NRM & ASSOCIATES

Transit Management Consultant
3116 W. 181st Street, Suite 700
Torrance, CA 90504
Telephone 310-997-6416

April 9, 2019

Aubrey Smith
Administrative Analyst III
City of Gardena G Trans
13999 S Western Ave.
Gardena, CA 90249

Dear Aubrey:

Thank you for the opportunity to provide you a proposal to support the construction of a Compressed Natural Gas (CNG) Fueling Station and Vehicle Maintenance Facility Upgrade.

Scope of Work

- Assist in the development of bid specifications for a Design Team, Construction Management Group and a Design-Build/Facility Upgrade.
- Develop Independent Cost Price Estimates.
- Participate in Pre-Bid meeting and additional sub-contractor site visits.
- Assist staff as necessary with RFP publication and response.
- Assist Evaluation Committee in ranking responses to RFP relative to specifications.
- Oversee presentation and demonstrations of top 2 to 3 proposers selected by the evaluation committee.
- Summarize results of presentations and assist with staff report as required.
- Conduct kick-off meeting to establish deliverables and timelines for vendor and Agency-supplied services.
- Assist fleet staff as required with set-up tasks and training.
- Serve as G Trans designated representative/liaison between the City and all Contractors awarded work on the project. Attend weekly progress meetings.
- Assist G Trans staff in the preparation of an off-site/contingency fueling plan.
- Work closely with So Cal Gas and Edison in establishing new utility service to the CNG Station and Maintenance Facility.
- Assist G Trans in the coordination of utility shut downs, traffic flow during excavation/construct, and a safety plan from the contractor during testing and training.

I estimate the project will take approximately 18 months to complete. Based on other similar projects that I have served as the Project Manager, I estimate that the project will require 400 billable hours, at an hourly rate of \$125 per hour, plus expenses. The quote does not include travel, lodging, transportation and meal expenses. These expenses will be billed as actual cost, itemized separately from billable hours on invoices submitted. My consulting fees for this project is \$50,000.

I believe I have a good understanding of your needs for this project but would want to meet with you before starting to agree on final details.

Please contact me if you have any questions.

Thank You,

Ralph Merced
Vice-President
NRM & Associates