

**City of Simi Valley
Staff Report**

February 23, 2026

To: City Council

From: Public Works Department
Ron Fuchiwaki, Public Works Director

Subject: Award a contract to Burns Engineering, Inc. for Professional Architectural and Engineering Design and Construction Management Services for the Battery Electric Bus Charging Infrastructure Project, RFP No. PW 25-02

Staff Recommendation

It is recommended that the City Council:

1. Award a professional services contract (Attachment A) for professional architectural and engineering design and construction management services for the battery electric bus charging infrastructure project to Burns Engineering, Inc., in a form approved by the City Attorney, for an amount of \$396,564.71, from February 23, 2026, to August 22, 2028;
2. Approve a contingency of \$53,435.29 and authorize the City Manager, or her designee, to approve subsequent contract amendments, in a form approved by the City Attorney, to incorporate future budgeted funds into the contract amount for a total not to exceed amount of \$450,000 and to extend the contract for an additional one-year term.

Background

As a California transit agency, the City of Simi Valley must comply with the California Air Resources Board (CARB) Innovative Clean Transit (ICT) regulation, which mandates a transition to zero-emission buses. To meet this requirement, staff has initiated the purchase of six (6) electric fixed-route buses, with expected delivery in the second quarter of 2026, and will require professional consulting services to design the electric vehicle (EV) charging infrastructure and provide construction management at the Transit Maintenance Facility (TMF).

On October 21, 2024, the City accepted \$2,298,047 in funding from the California Department of Transportation through the Senate Bill 125 Zero-Emission Transit Capital Program, administered by the Ventura County Transportation Commission, to develop resilient EV charging infrastructure at the TMF, including consultant support for planning, design, and construction.

Discussion

A Request for Proposal (RFP) for professional architectural and engineering design and construction management services for the battery electric bus charging infrastructure project was issued on September 22, 2025, to firms with experience in transit electrification and posted on the City's website. Eight (8) proposals were received by the October 29, 2025, deadline. Four (4) proposals were determined to be non-responsive due to incomplete documentation and were excluded from further evaluation.

The remaining proposals were evaluated and ranked based on the following criteria:

- Technical Approach (35 points)
- Qualifications and Experience (20 points)
- Cost Proposal (20 points)
- Proposed Project Team (15 points)
- Project Management Plan (10 points)

The evaluation team reviewed each firm's experience, technical approach, project management capability, and ability to deliver services on time and within budget. Proposals were then scored and ranked according to how well they met the City's needs and project objectives, as shown below.

Consultant	Total Score (100)
Burns Engineering, Inc.	92
Willdan Engineering	91
Huitt-Zollar, Inc.	81
Tectonic Engineering Consultant	43

Based on the evaluations of the technical proposals, staff determined that Burns Engineering, Inc. was the most qualified firm due to its relevant experience, strong project team, and effective project management and technical approach, including strategies to meet schedule constraints. After reviewing the cost proposals, Burns Engineering Inc. remained the top-ranked firm. The City negotiated its pricing and found it to be fair, reasonable, consistent with local rates, responsive to schedule requirements, and within the approved budget.

If approved, the contract will include a 180-day Design Phase and a two-year Construction Management Services Phase, starting from February 23, 2026, and ending on August 22, 2028, with an optional one-year extension by mutual written agreement. Professional service rates will remain fixed throughout each fiscal year; any increases during the extension will be limited to the Los Angeles/Orange County Consumer Price Index.

Burns Engineering, Inc. proposed a total cost of \$396,564.71 for professional services (Attachment B). Staff recommends awarding the agreement in this amount and authorizing a contingency of \$53,435.29 to address unforeseen costs associated with the project, with the City only paying for actual hours and services provided above the scope

of work provided. To minimize administrative delays during the design and construction, staff further recommends authorizing the City Manager, or her designee, to execute subsequent contract amendments or change orders, as necessary, to incorporate future budgeted funds and increase the total contract amount up to \$450,000 and extend the term for an additional one-year term, if needed.

Financial Impact

A not-to-exceed amount of \$450,000 from the Transit Fund was included in the FY 2025-2026 Adopted Budget under Public Works, Transit Division, Electric Vehicles and Infrastructure Project, CP75000014. The City has secured sufficient grant funding for the project, and no additional appropriation is required. This action has no impact on the City's General Fund.

City Council Priority

This item supports the Reliable Infrastructure Pillar of Excellence.

Suggested Motion

I move to:

1. Award a professional services contract for professional architectural and engineering design and construction management services for the battery electric bus charging infrastructure project to Burns Engineering, Inc., in a form approved by the City Attorney, for an amount not to exceed \$396,564.71, from February 23, 2026, to August 22, 2028; and,
2. Approve a contingency of \$53,435.29 and authorize the City Manager, or her designee, to approve subsequent contract amendments, in a form approved by the City Attorney, to incorporate future budgeted funds into the contract amount for a total not to exceed amount of \$450,000 and to extend the contract for an additional one-year term, if needed.

Summary

As a California transit agency, the City of Simi Valley must comply with CARB ICT regulation mandating a transition to zero-emission buses. In response, staff has initiated the purchase of six (6) electric fixed-route buses expected to be delivered in the second quarter of 2026. To facilitate this transition, professional consulting services will be needed to design the EV infrastructure and provide construction management at the TMF. Staff recommends that the City Council award a professional services contract for professional architectural and engineering design and construction management services for the battery electric bus charging infrastructure project to Burns Engineering, Inc. for \$396,564.71, establish a contingency for a total contract not-to-exceed amount of \$450,000, from February 23, 2026, to August 22, 2028. Additionally, the City Manager or her designee would be authorized to approve future contract amendments including the

extension for an additional one-year term, in a form approved by the City Attorney, and approve any changes in budget associated with the contract amount.

Prepared by: Gian Maria Garcia, Management Analyst

Attachments:

Attachment A – Contract

Attachment B – Burns Engineering Proposal

**AGREEMENT NO. 3260082
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF SIMI VALLEY AND
BURNS ENGINEERING, INC.
FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING DESIGN, AND
CONSTRUCTION MANAGEMENT SERVICES FOR THE BATTERY ELECTRIC BUS
CHARGING INFRASTRUCTURE PROJECT**

THIS AGREEMENT is entered into this 23rd day of February 2026, by and between the CITY OF SIMI VALLEY, a municipal corporation and general law city ("CITY") and BURNS ENGINEERING, INC., a Pennsylvania Corporation ("CONSULTANT").

1. CONSIDERATION.

- A. As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, below;
- B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, CITY agrees to pay CONSULTANT a sum not to exceed Three Hundred Ninety Six Thousand Five Hundred Sixty Four Dollars and Seventy One Cents (\$396,564.71) for CONSULTANT's services. CITY may modify this amount as set forth below. Unless otherwise specified by written amendment to this Agreement, CITY will pay this sum as specified in the attached Exhibit "B," (Schedule of Fees) which is incorporated by reference.

2. SCOPE OF SERVICES.

- A. CONSULTANT will perform services listed in the attached Exhibit "A," (Scope of Work) which is incorporated by reference.
- B. CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by CITY, necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.

3. **PERFORMANCE STANDARDS.** While performing this Agreement, CONSULTANT will use the appropriate generally accepted professional standards of practice existing at the time of performance utilized by persons engaged in providing similar services. CITY will continuously monitor CONSULTANT's services. CITY will notify CONSULTANT of any deficiencies and CONSULTANT will have fifteen (15) days after such notification to cure any shortcomings to CITY's satisfaction. Costs associated with curing the deficiencies will be borne by CONSULTANT.

4. **PAYMENTS.** CITY will pay CONSULTANT in accordance with the schedule of fees in Exhibit "B." For CITY to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit a detailed invoice to CITY which lists the hours worked and hourly rates for each personnel category and reimbursable costs (all as set forth in Exhibit "A") the tasks performed, the percentage of the task completed during the billing period, the cumulative percentage completed for each task, the total cost of that work during the preceding billing month and a cumulative cash flow curve showing projected and actual expenditures versus time to date.

5. **NON-APPROPRIATION OF FUNDS.** Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of the CITY. In the event the CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this Agreement will cover only those costs incurred up to the conclusion of the current fiscal year.

6. **ADDITIONAL WORK.**

- A. CITY's City Manager ("Manager") may determine, at the Manager's sole discretion, that CONSULTANT must perform additional work ("Additional Work") to complete the Scope of Work. If Additional Work is needed, the Manager will give written authorization to CONSULTANT to perform such Additional Work.
- B. If CONSULTANT believes Additional Work is needed to complete the Scope of Work, CONSULTANT will provide the Manager with written notification that contains a specific description of the proposed Additional Work, reasons for such Additional Work, and a detailed proposal regarding cost.
- C. Payments over \$396,564.71 for Additional Work must be approved by CITY's City Council, Manager or Department Head as provided in title 2, chapter 9 of CITY's municipal code. All Additional Work will be subject to all other terms and provisions of this Agreement.

7. FAMILIARITY WITH WORK.

- A. By executing this Agreement, CONSULTANT agrees that it has:
 - i. Carefully investigated and considered the scope of services to be performed;
 - ii. Carefully considered how the services should be performed; and
 - iii. Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.
- B. If services involve work upon any site, CONSULTANT agrees that CONSULTANT has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services hereunder. Should CONSULTANT discover any latent or unknown conditions that may materially affect the performance of the services, CONSULTANT will immediately inform CITY of such fact and will not proceed except at CONSULTANT's own risk until written instructions are received from CITY.

8. TERM. The term of this Agreement will be from February 23, 2026 to August 22, 2028. Unless otherwise determined by written amendment between the parties, this Agreement will terminate in the following instances:

- A. Completion of the work specified in Exhibit "A-Scope of Work".
- B. Termination as stated in Section **16**.

9. TIME FOR PERFORMANCE.

- A. CONSULTANT will not perform any work under this Agreement until:
 - i. CONSULTANT furnishes proof of insurance as required under Section 23 of this Agreement; and
 - ii. CITY gives CONSULTANT a written notice to proceed.
- B. Should CONSULTANT begin work on any phase in advance of receiving written authorization to proceed, any such professional services are at CONSULTANT's own risk.

10. TIME EXTENSIONS. Should CONSULTANT be delayed by causes beyond CONSULTANT's control, CITY may grant a time extension for the completion of the contracted services. If delay occurs, CONSULTANT must notify the Manager within forty-

eight hours (48 hours), in writing, of the cause and the extent of the delay and how such delay interferes with the Agreement's schedule. The Manager will extend the completion time, when appropriate, for the completion of the contracted services.

11. **CONSISTENCY.** In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the attached Exhibits; this Agreement supersedes any conflicting provisions. Any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below:

Exhibit "A" – Scope of Work

Exhibit "B" – Schedule of Fees

12. **CHANGES.** CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.

13. **TAXPAYER IDENTIFICATION NUMBER.** CONSULTANT will provide CITY with a Taxpayer Identification Number.

14. **PERMITS AND LICENSES.** CONSULTANT, at its sole expense, will obtain and maintain during the term of this Agreement, all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

15. **WAIVER.** CITY's review or acceptance of, or payment for, work product prepared by CONSULTANT under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from CONSULTANT's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

16. **TERMINATION.**

- A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause.
- B. CONSULTANT may terminate this Agreement at any time with CITY's mutual consent. Notice will be in writing at least thirty (30) days before the effective termination date.
- C. Upon receiving a termination notice, CONSULTANT will immediately cease performance under this Agreement unless otherwise provided in the

termination notice. Except as otherwise provided in the termination notice, any additional work performed by CONSULTANT after receiving a termination notice will be performed at CONSULTANT's own cost; CITY will not be obligated to compensate CONSULTANT for such work.

- D. Should termination occur, all finished or unfinished documents, data, studies, surveys, drawings, maps, reports and other materials prepared by CONSULTANT will, at CITY's option, become CITY's property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination, not to exceed the total costs under Section 1(C).
- E. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.
- F. By executing this document, CONSULTANT waives any and all claims for damages that might otherwise arise from CITY's termination under this Section.

17. OWNERSHIP OF DOCUMENTS; EXCEPTIONS; WARRANTY. Except as otherwise provided below, all documents, data, studies, drawings, maps, models, photographs and reports prepared by CONSULTANT (collectively, "Documents") under this Agreement are CITY's property. CONSULTANT may retain copies of such Documents as desired but will deliver all original materials to CITY upon CITY's written notice. CITY agrees that use of CONSULTANT's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at CITY's own risk. CONSULTANT warrants that all Documents it drafts and completes pursuant to this Agreement constitutes original work. Specifically, CONSULTANT understands and agrees that use of artificial intelligence (AI) tools including, without limitation, ChatGPT, Microsoft's Bing Chat, Google's Bard, and Meta's LLaMA (Large Language Model Meta AI), in the performance of this Agreement does not constitute an original work, i.e., submitting Documents generated by such AI tools to CITY and representing it as CONSULTANT's original work constitutes a material breach of this Agreement, constitutes a false claim, and may also violate applicable intellectual property right laws including, without limitation, United States Copyright Law. Accordingly, and notwithstanding any other provision of this Agreement as to ownership, CITY specifically rejects ownership of such Documents. CONSULTANT is required to indemnify and defend CITY to the fullest extent allowed by applicable law should it violate this Section.

18. PUBLICATION OF DOCUMENTS. Except as necessary for performance of service under this Agreement, no copies, sketches, or graphs of materials, including graphic art work, prepared pursuant to this Agreement, will be released by CONSULTANT to any other person or public CITY without CITY's prior written approval. All press releases, including graphic display information to be published in newspapers or magazines, will

be approved and distributed solely by CITY, unless otherwise provided by written agreement between the parties.

19. INDEMNIFICATION.

- A. CONSULTANT agrees to the following:
- i. *Indemnification for Professional Services.* CONSULTANT will save harmless and indemnify and at CITY's request reimburse defense costs, including reasonable attorneys' fees and expenses for CITY and all its officers, volunteers, employees and representatives from and against any and all suits, actions, or claims, of any character whatever, brought for, or on account of, any injuries or damages sustained by any person or property resulting or arising from any negligent or wrongful act, error or omission by CONSULTANT or any of CONSULTANT's officers, agents, employees, or representatives, in the performance of this Agreement, except for such loss or damage arising from CITY's sole negligence or willful misconduct.
 - ii. *Indemnification for other Damages.* CONSULTANT indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Agreement, or its performance, except for such loss or damage arising from CITY's sole negligence or willful misconduct. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, CONSULTANT will defend CITY (at CITY's request and with counsel satisfactory to CITY) and will indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.
- B. For purposes of this section "CITY" includes CITY's officers, officials, employees, agents, representatives, and certified volunteers.
- C. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.
- D. The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 23, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

20. **ASSIGNABILITY.** This Agreement is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

21. **INDEPENDENT CONTRACTOR.** CITY and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which is it performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.

22. **AUDIT OF RECORDS.** CONSULTANT will maintain full and accurate records with respect to all services and matters covered under this Agreement. CITY will have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcript therefrom, and to inspect all program data, documents, proceedings and activities. CONSULTANT will retain such financial and program service records for at least three (3) years after termination or final payment under this Agreement.

23. **INSURANCE.**

- A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, CONSULTANT will procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits</u>
Commercial general liability:	\$2,000,000
Professional Liability	\$1,000,000
Business automobile liability	\$1,000,000
Workers compensation	Statutory requirement

- B. Commercial general liability insurance will meet or exceed the requirements of the most recent ISO-CGL Form. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name CITY, its officials, and employees as "additional

insureds” under said insurance coverage and to state that such insurance will be deemed “primary” such that any other insurance that may be carried by CITY will be excess thereto. Such endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance will be on an “occurrence,” not a “claims made,” basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to CITY.

- C. Professional liability coverage will be on an “occurrence basis” if such coverage is available, or on a “claims made” basis if not available. When coverage is provided on a “claims made basis,” CONSULTANT will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONSULTANT for all claims made by CITY arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.
- D. Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).
- E. CONSULTANT will furnish to CITY duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement and such other evidence of insurance or copies of policies as may be reasonably required by CITY from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of “A:VII.”
- F. Should CONSULTANT, for any reason, fail to obtain and maintain the insurance required by this Agreement, CITY may obtain such coverage at CONSULTANT’s expense and deduct the cost of such insurance from payments due to CONSULTANT under this Agreement or terminate pursuant to Section 16.
- G. Self-Insured Retention/Deductibles. All policies required by this Agreement must allow CITY, as additional insured, to satisfy the self-insured retention (“SIR”) and deductible of the policy in lieu of CONSULTANT (as the named insured) should CONSULTANT fail to pay the SIR or deductible requirements. The amount of the SIR or deductible is subject to the approval of the City Attorney and the Risk Manager. CONSULTANT understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONSULTANT as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CITY’s behalf upon the CONSULTANT’S failure or refusal to do so in order to secure

defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against CONSULTANT for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.

24. USE OF SUBCONTRACTORS. CONSULTANT must obtain CITY's prior written approval to use any consultants while performing any portion of this Agreement. Such approval must approve of the proposed consultant and the terms of compensation.

25. INCIDENTAL TASKS. CONSULTANT will meet with CITY monthly to provide the status on the project, which will include a schedule update and a short narrative description of progress during the past month for each major task, a description of the work remaining and a description of the work to be done before the next schedule update.

26. NOTICES. All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

If to CONSULTANT:

Attention: Alva Carrasco
Director, Los Angeles Region
300 N. Continental Blvd. Suite 540
El Segundo, CA 90245
(310) 220-0978
acarrasco@burns-group.com

If to CITY:

Attention: Ben Gonzales
Deputy Public Works Director (Transit)
City of Simi Valley
2929 Tapo Canyon Road
Simi Valley, CA 93063
(805) 583-6482
bgonzales@simivalley.org

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

27. CONFLICT OF INTEREST. CONSULTANT will comply with all conflict of interest laws and regulations including, without limitation, CITY's conflict of interest regulations.

28. SOLICITATION. CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT's bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.

29. **THIRD PARTY BENEFICIARIES.** This Agreement and every provision herein is generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT's or CITY's obligations under this Agreement.

30. **INTERPRETATION.** This Agreement was drafted in and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Ventura County.

31. **COMPLIANCE WITH LAW.** CONSULTANT agrees to comply with all federal, state, and local laws applicable to this Agreement.

32. **ENTIRE AGREEMENT.** This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. There are two (2) Attachments to this Agreement. This Agreement will bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

33. **RULES OF CONSTRUCTION.** Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

34. **SEVERABILITY.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

35. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment. CITY's Manager, or designee, may execute any such amendment on behalf of CITY.

36. **ELECTRONIC SIGNATURES.** This Agreement may be executed by the Parties on any number of separate counterparts, and all such counterparts so executed constitute one Agreement binding on all the Parties notwithstanding that all the Parties are not signatories to the same counterpart. In accordance with Government Code §16.5, the Parties agree that this Agreement, Agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by electronic transmission. Such electronic signature will be treated in all respects as having the same effect as an original signature.

37. **CAPTIONS.** The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

38. **TIME IS OF ESSENCE.** Time is of the essence for each and every provision of this Agreement.

39. **FORCE MAJEURE.** Should performance of this Agreement be prevented due to fire, flood, explosion, acts of terrorism, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' reasonable control, then the Agreement will immediately terminate without obligation of either party to the other.

40. **STATEMENT OF EXPERIENCE.** By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public CITY.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first hereinabove written.

Attest: **City of Simi Valley, A Municipal Corporation**

Lucy Blanco, City Clerk

By: _____
Dee Dee Cavanaugh, Mayor of the
City of Simi Valley, California

Approved as to Form: **BURNS ENGINEERING, INC.**

Algeria R. Ford, City Attorney

By: _____
Print Name: Alva Carrasco

Approved as to Content: Title: Director, Railroad & Transit

Samantha C. Argabrite, City Manager

By: _____
Print Name: Thomas Clay Payne

Johanna Medrano,
Deputy Administrative Services Director/
Budget & Purchasing

Title: VP, Right of Way & Facilities

Ronald K. Fuchiwaki,
Public Works Director

EXHIBIT A – SCOPE OF WORK

A. Professional Architectural and Engineering Design.

The Consultant is expected to provide professional architectural and engineering design for the EV infrastructure for the City's fixed-route bus fleet at the Transit Maintenance Facility, 490 W. Los Angeles Avenue, Simi Valley, CA 93065. The City also plans to incorporate a microgrid, featuring solar panels and storage batteries, to enable future full or partial energy independence from the grid. Designs should be developed in a manner that accommodates, or has the flexibility to accommodate, the potential integration of this future enhancement. The expected completion date of the Design is 180 calendar days from the contract's effective date.

1. TMF Site

a. Electrical infrastructure and electrical demands analysis for buildout

- Prepare an evaluation of initial incremental buildout of the City of Simi Valley's first six (6) battery electric fixed-route buses for the charging needs and site operations
- Develop electrical capacity maximum needed, evaluating the bus charging infrastructure separate from the current facility electrical needs
- Deliverable: Technical Memo #1, which provides the electric demand analysis and charging infrastructure recommendations for TMF

b. ZEB fleet and electric charging system analysis

- Provide analysis and architectural design of ZEB charging infrastructure to support the installation of five (5) additional charging units for the remaining battery electric fixed-route buses as part of the future expansion of the Project
- Provide analysis and inclusion of a "smart" Charge Management System (CMS) products (see Appendix C); prepare a Request for Proposal to solicit for CMS vendors and make recommendation to the City. NOTE: the City reserves the right to conduct its own competitive process and is not obligated by the recommendation of the Consultant
- Deliverable: Technical Memo #2, which provides a comprehensive review of CMS product offerings, including criteria from Appendix C and supporting vendor documentation in an appendix, and recommend vendor that meets the City's standards

- c. Southern California Edison (SCE) Charge Ready Program and upgrades
 - Consultant will work with SCE to negotiate participation in the Charge Ready Program and to obtain the maximum financial support from the program
 - Consultant will work with SCE to determine necessary upgrades and reasonable timeframe to upgrade the service to TMF
 - Deliverables:
 - Documentation of meeting with SCE regarding actions to be taken on necessary upgrades and established timeframe for TMF upgrade
 - Documentation of meeting with SCE regarding negotiation to participate in the Charge Ready Program, and to obtain the maximum financial support
 - Prepare any forms and agreements between City and the SCE Charge Ready Program as required
2. TMF Site Evaluation and Bus Bay Parking and Electric Vehicle (EV) Charging Optimization Plan
 - a. Develop optimal site plan for electrical service equipment location to ensure easy and safe bus and paratransit vehicle access to both fast and slow charging solution. The plan will also include:
 - Switchgear
 - Back-up generator
 - Trenching
 - Bus parking
 - Charging station islands
 - b. Technical Memo and Presentation
 - Prepare the above referenced plan and draft a technical memo with a final plan, including a presentation to the City
 - Deliverables:
 - 30% Design recommendations and technical memo (evaluation of alternative site plans) for the City's review;
 - 80% Design plans, specification, and construction cost estimate for the City's review.
 - c. Prepare Plans, Specifications, and Estimates (PS&E) Package
 - Prepare a PS&E Package for the construction and placement of charging infrastructure at TMF.

- PS&E Package are not deemed complete or final until the City and all applicable reviewing agencies provides their final approval
- Requirements for the final plans:
 - 24" x 36", wet-signed by Consultant's registered engineer
 - All Design CAD files (including, but not limited to, drawing, external references, blocks, fonts, pens styles, etc.) must be provided to the City
 - PS&E Package must be submitted in electronic format (i.e., Word, Excel, or PDF)
- Deliverables:
 - Final technical study and layouts;
 - Final PS& E design submittal for construction bid package. Consultant must provide the City with one set of reproducible drawings and specifications, along with electronic copies of the 100% construction documents.

4. Project Manager

Consultant must assign a Project Manager, who will perform project management and administration activities throughout the course of the Design, as defined in the following:

- a. Supervise, coordinate, and monitor Design development;
- b. Perform design and engineering to develop Project's construction contract documents, including electrical and civil engineering;
- c. Perform research, reviews, studies, and condition assessments;
- d. Identify, evaluate, and develop the scope of work, and prepare complete construction bid package (on City boilerplate), including electrical and civil engineering components for the installation of six (6) battery electric bus charging infrastructure;
- e. Assist in reviewing prospective contractors' proposals and provide feedback or recommendations to City staff;
- f. Coordinate and attend periodic update meetings with City's project manager and coordinators to identify and develop a plan of action and a timely schedule;
- g. Ensure compatibility and functioning of all electric charging systems with the battery electric buses and paratransit vehicles acquired by the City in the FY25/26 period.

B. Construction Management Services.

The Consultant is expected to provide construction management services to support the implementation of the Project required for the six (6) electric fixed-route buses. The term for this Service is up to two (2) years, with an option for one-year extension, and will be effective at the start of the construction activities.

1. Project Manager

Consultant must assign a Project Manager, who will perform construction management services throughout the course of the Service, as defined in the following:

- a. During implementation and notice of completion of the Project, serve as contact and construction manager for the installation of electric charging infrastructure and CMS;
- b. Provide overall management of consultant and construction contracts, including design, bid & award, and construction phase of projects, to include the approval of deliverables, setting and monitoring schedule and budget milestones, review of invoicing and progress pay estimates, work progress, document meetings, and overall quality assurance in consultation with City's project manager;
- c. Assist City staff to prepare preliminary cost estimates, Staff Reports, task orders, professional services, construction contracts, amendments, and change orders;
- d. Perform other miscellaneous tasks related to the Project, as requested by the City;
- e. Coordinate and attend periodic update meetings with City's project manager to identify and develop a plan of action and a timely schedule.

EXHIBIT B – SCHEDULE OF FEES



Cost Proposal to the City of Simi Valley – RFP No. PW 25-02
 Professional A&E Design and CM Services for the
 BEB Charging Infrastructure Project

Proposed Fee Schedule for Each Work

Fee Schedule CY2026 -CY2027				A. Phase 1 - A&E Design			B. Phase 2 - CM Services		Total Hours	Cost
				TMF Site	Eval & SCE	PM	CM/PM			
Firm	Name	Project Role	Hourly Rate	Task 1-3	Task 4 & 5	Task 6	Task 7			
Burns	Alva Carrasco	Project Manager	\$363.61	10	10	101	22	143	\$51,996.23	
Burns	Bill Tsforas	QA/QC Manager	\$367.81	4	16	12	0	32	\$ 11,769.92	
Burns	John Drayton	ZEM Specialist	\$318.71	8	36	40	12	96	\$ 30,596.16	
Burns	Erica Antoine	Design Lead	\$264.35	12	28	74	18	132	\$ 34,894.20	
Burns	Ralph Merced	Sr. Fleet & Facilities SME	\$241.25	8	20	12	0	40	\$ 9,650.00	
Burns	Phillip Gonski, PE	Engineer of Record	\$297.14	8	24	16	8	56	\$ 16,639.84	
Burns	Nicholas Turk	Electrical Engineer	\$223.57	16	68	0	20	104	\$ 23,251.28	
Burns	Nadiyah Lee	Electrical Engineering Associate	\$133.82	60	185	16	8	269	\$ 35,997.58	
Burns	Jonathan Topham	Energy/Microgrid Specialist	\$176.79	8	8	0	0	16	\$ 2,828.64	
Burns	Zhang Zhuo Hao	Principal Systems Engineering Specialist	\$203.08	8	20	14	4	46	\$ 9,341.68	
Burns	Kate Shaner	Sr. Mechanical Engineer	\$239.86	40	56	124	16	236	\$ 56,606.96	
Burns	Dale Russell, PE & David Hitley, PE	Civil/Structural Engineer	\$306.39	8	60	0	16	84	\$ 25,736.76	
Burns	Megan Brennan-Curcie	Project Administrator	\$170.49	0	0	6	0	6	\$ 1,022.94	
Terravanta	Martin Camargo	Construction Management Support/ SCE Charge Ready Specialist	\$240.11	60	0	8	122	190	\$ 45,620.90	
Terravanta	Bhargav Oruganti	Cost Estimator	\$185.54	0	8	0	0	8	\$ 1,484.32	
Terravanta	Venezia Ramirez	Charge Ready Analyst	\$113.51	160	0	0	118	278	\$ 31,555.78	
Terravanta	Kati Hanley	Project Admin	\$65.48	0	0	0	24	24	\$1,571.52	
				410	539	423	388	1760		
SUBTOTAL									\$ 390,564.71	
ODC									\$ 6,000.00	
GRAND TOTAL									\$ 396,564.71	

Total Cost \$396,564.71



Exhibit B – Cost Proposal

Cost Proposal

The cost proposal contained herein is based on the work program outlined in Section 4. This cost proposal includes the following:

- List of other direct costs (ODC)
- Exceptions
- Total Cost
- Proposed Fee Schedule for each work

The work program and costs are based on a two-year term contract. The optional one-year extension for construction support services is not included.

ODC

ODC includes printing, shipping, and incidentals related to the project. In addition, travel expenses such as meals, airfare, lodging, rental car, and/or mileage. We will follow US General Services (GSA) Per diem guidelines and reimbursements will be requested at cost.

Total ODC: \$6,000.00

Exceptions

The following items are not included in the cost proposal:

1. Printed deliverables (all deliverables will be electronically submitted PDF files) unless otherwise stated in the work plan.
2. Permit and application fees
3. Topographic and existing utility surveys and documentation
4. Surveying, legal descriptions and survey mapping
5. As-built drawings or those showing conditions for sites and/or facilities.
6. Environmental documentation
7. Public outreach
8. Other items not specifically outlined in the work program

Total Cost

The total proposed cost for this project is **\$396,564.71**.

Proposed Fee Schedule for Each Work

Fee Schedule CY2026 -CY2027				A. Phase 1 - A&E Design				B. Phase 2 - CM Services	
				TMF Site	Eval & SCE	PM	CM/PM	Total Hours	Cost
Firm	Name	Project Role	Hourly Rate	Task 1-3	Task 4 & 5	Task 6	Task 7	Total Hours	Cost
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				410	539	423	388	1760	
SUBTOTAL									\$ 390,564.71
ODC									\$ 6,000.00
GRAND TOTAL									\$ 396,564.71

Total Cost \$396,564.71