

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT FOR CONTRACT SERVICES (“Agreement”) is made and entered into as of _____, by and between the CITY OF YORBA LINDA, a municipal organization organized under the laws of the State of California (“City”), and Michael Baker International, Inc., a (“*a Pennsylvania corporation*”) (“Consultant”).

NOW THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1. Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant shall provide those services related to the **Cal Fire – Fire Prevention Grant Management and the creation of an Emergency Operations Plan Update** and, as specified in the “Scope of Services” attached hereto as **Exhibit “A”** and incorporated herein by this reference (the “services” or “work”). Consultant warrants that all services will be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry for such services.

2. Changes and Additions to Scope of Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by City to Consultant, incorporating therein any adjustment in (i) the Schedule of Compensation, and/or (ii) the Schedule of Performance, which adjustments are subject to the written approval of the Consultant. It is expressly understood by Consultant that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates, and that Consultant shall not be entitled to additional compensation therefor.

3. Familiarity with Work. By executing this Agreement, Consultant warrants that (a) it has thoroughly investigated and considered the work to be performed, (b) it has investigated the nature and factual context of the work and fully acquainted itself with the conditions pertaining to it, (c) it has carefully considered how the work should be performed, and (d) it fully understands the facilities, difficulties and restrictions attending performance of the work under this Agreement. Should Consultant discover any latent or unknown conditions materially differing from those inherent in the work or as represented by City, and such latent or unknown condition affects Consultant's ability to perform the Work for the Contract Sum (as defined in Section 2.1 below) Consultant shall immediately inform City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer (as defined in Section 4.2 hereof).

4. Standard of Performance. Consultant agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment, or personal property included within the services herein shall be of good quality, fit for the purpose intended.

5. Performance to Satisfaction of City. Consultant shall perform all work and tasks comprising the Services to the satisfaction of City within the time specified. If City reasonably determines that any portion of the services is not satisfactory, City shall have the right to take appropriate action, including but not limited to: (a) meeting with Consultant to review the quality of the work and resolve matters of concern; (b) requiring Consultant to repeat unsatisfactory work at no additional charge until they are satisfactory; (c) suspending the delivery of work to Consultant for an indefinite time; (d) withholding payment; and (e) terminating this Agreement as hereinafter set forth.

6. Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work and services required of Consultant herein

without the prior express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of the City. Any such prohibited assignment or transfer shall be void.

2. COMPENSATION

1. Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with **Exhibit "B"** (the "Schedule of Compensation") in a total amount not to exceed **\$341,120** (the "Contract Sum"), except as provided in Section 1.2. The method of compensation set forth in the Schedule of Compensation may include a lump sum payment upon completion, payment in accordance with the percentage of completion of the services, payment for time and materials based upon Consultant's rate schedule, but not exceeding the Contract Sum, or such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement at Consultant's actual cost, without additional overhead or services charge, for actual and necessary expenditures for reproduction costs, transportation expense, telephone expense, and similar costs and expenses when and if specified in the Schedule of Compensation.

2. Method of Payment. Unless otherwise provided in the Schedule of Compensation, Consultant shall submit to City no later than the tenth (10th) working day of each month, in the form approved by City, an invoice for services rendered prior to the date of the invoice. Such invoice shall (1) describe in detail the services provided, including time and materials, and (2) specify each staff member who has provided services and the number of hours assigned to each such staff member. Such invoice shall contain a certification by a principal member of Consultant specifying that the payment requested is for work performed in accordance with the terms of this Agreement. City will pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement no later than forty-five (45) days after invoices are received by the City.

3. PERFORMANCE SCHEDULE

1. Time of Essence. Time is of the essence in the performance of this Agreement.

2. Schedule of Performance. All services rendered pursuant to this Agreement shall be performed diligently and within the time period established in **Exhibit "C"** (the "Schedule of Performance"). Extensions to the time period specified in the Schedule of Performance may be approved in writing by the Contract Officer.

3. Force Majeure. The time period specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant, including, but not restricted to, acts of God or of the public enemy, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, acts of any governmental agency other than City, and unusually severe weather, if Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the forced delay when and if in his or her judgment such delay is justified, and the Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

4. Term. The term of this agreement shall commence on the date of execution and shall end upon project completion (initial term). This agreement may be extended upon mutual agreement by both parties (extended term). Unless earlier terminated in accordance with Sections 8.11 or 8.12 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, except as otherwise provided in the Schedule of Performance.

4. COORDINATION OF WORK

1. Representative of Consultant. **Richard Beck** is hereby designated as the principal representative of the Consultant, authorized to act in its behalf with respect to the work and

services specified herein and to make all decisions in connection therewith. A substitution of the designated representative must be approved in advance by the City.

2. Contract Officer. The Contract Officer shall be Colleen Callahan or such other designated Authorized Agent of the CalFire – Fire Prevention Grant Program, including the Emergency Operations Plan update. It shall be Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and Consultant shall refer any decisions, which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer.

5. INSURANCE AND INDEMNIFICATION

1. Without limiting Consultant's indemnification obligations, Consultant shall not undertake the services contemplated hereunder until Consultant has obtained all of the insurance required herein from a company or companies acceptable to City, and Consultant shall maintain all such insurance in full force and effect at all times during the term of this Agreement and any extension or renewal thereof. Insurance shall be placed with insurers having a current A.M. Best rating of no less than A-: VII or equivalent or as otherwise approved by City.

2. Consultant shall take out and maintain the following insurance:

1. Workers' Compensation and Employer's Liability Insurance: Consultant shall cover or insure as required by applicable laws relating to workers' compensation insurance all of its employees performing the services contemplated hereunder, in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Consultant shall provide worker's compensation insurance and employer's liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence, One Million Dollars (\$1,000,000) disease policy limit, and One Million Dollars (\$1,000,000) disease each employee. Such policy of workers compensation insurance shall contain the following separate endorsements:

a. "Insurer waives all rights of subrogation against the City of Yorba Linda, its officers, directors, employees, representatives and volunteers."

b. "This insurance policy shall not be cancelled by the insurer until thirty (30) days after receipt by the City of Yorba Linda of a written notice of such cancellation, except 10 days notice shall be given for non-renewal by insurer."

2. Commercial General Liability Insurance providing coverage in the following minimum limits:

a. Combined single limit of One Million Dollars (\$1,000,000) per occurrence for Bodily Injury, Personal Injury or Death and Property.

b. Damage Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 0001).

c. If Commercial General Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503 or ISO CG 2504, or insurer's equivalent endorsement provided to City), or the general aggregate limit shall be twice the required occurrence limit.

3. Comprehensive Automobile Liability Insurance, including owned, non-owned, leased, hired, and borrowed automobiles and similar vehicles, providing the following minimum limits:

a. Combined single limit of One Million Dollars (\$1,000,000) per occurrence for Bodily Injury or Death and Property Damage.

b. Coverage shall be at least as broad as Insurance Services Office (ISO) Business and Auto Coverage (Form CA 0001) covering any auto.

4. Professional Liability: Consultant shall provide coverage appropriate to the Consultant's profession covering Consultant's wrongful acts, negligent actions, errors, or omissions. The retroactive date (if any) is to be no later than the effective date of this Agreement. Consultant shall maintain

such coverage continuously for a period of at least three years after the completion of the contract work. Consultant shall purchase a one-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. The limits shall be no less than \$1,000,000 per claim and annual aggregate.

3. Endorsements: The policies of liability insurance provided for in Paragraphs 5.2.2 through 5.2.4 shall specify that this specific Agreement is insured and that coverage for injury to participants resulting from Consultant's activities is not excluded, and shall be in a form satisfactory to City and contain the following separate endorsements:

a. "The City of Yorba Linda, its officers, directors, employees, representatives and volunteers, are declared to be additional insureds on the CGL and Auto Liability policies with respects to the operations and activities of the named insured at or from the premises of the City of Yorba Linda. The coverage shall contain no special limitations on the scope of protection afforded to the City of Yorba Linda, its officers, directors, employees, representatives and volunteers."

b. "This insurance policy shall not be canceled or specific to professional liability, materially changed for any reason until thirty (30) days after receipt by the City of Yorba Linda of a written notice of such cancellation, except 10 days notice shall be given for non-renewal by insurer."

c. "This insurance policy is primary insurance and no insurance held or owned by the designated additional insureds shall be called upon or looked to cover a loss under said policy; the City of Yorba Linda shall not be liable for the payment of premiums or assessments on this policy."

d. "Except for professional liability insurance, any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Yorba Linda, its officers, directors, employees, representatives, or volunteers."

e. "This insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability."

4. Evidence of Coverage: Consultant shall at the time of the execution of the Agreement present to City a Standard Acord certificate of insurance, with separate endorsements (Insurance Services Office Form CG 2026, or equivalent), showing the issuance of such insurance and the additional insured and other provisions and endorsements required herein, and except for blanket endorsements copies of all endorsements signed by the insurer's representative. All policies shall contain the Consultant's name and location of the Premises on the certificate. At least thirty (30) days prior to the expiration of any such policy, a signed complete certificate of insurance, with all endorsements provided herein, showing that such insurance coverage has been renewed or extended, shall be filed with City. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Review of Coverage: City shall have the right at any time to review the coverage, form, and limits of insurance required under this Agreement. If, in the sole and absolute discretion of City, the insurance provisions in this Agreement do not provide adequate protection for City, City shall have the right to require Consultant to obtain insurance sufficient in coverage, form and limits to provide adequate protection and Consultant shall promptly comply with any such requirement. City's requirements shall not be unreasonable but shall be adequate in the sole opinion of City to protect against the kind and extent of risks which may exist at the time a change of insurance is required, or thereafter.

6. Deductibles: Any and all deductibles must be declared and approved by City prior to execution of this Agreement.

7. Agreement Contingent Upon Coverage: Notwithstanding any other provision of this Agreement, this Agreement shall be null and void at all times when the above-referenced original policies of insurance or Certificate of Insurance or Renewal Certificates or Endorsements are not on file with City.

8. Workers' Compensation Insurance. By his/her signature hereunder, Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this Agreement. To the extent required by law, Consultants and subcontractors will keep Workers' Compensation Insurance for their employees in effect during all work covered by this Agreement. In the event Consultant has no employees requiring Consultant to provide Workers' Compensation Insurance, Consultant shall so certify to the City in writing prior to the City's execution of this Agreement. The City shall not be responsible for any claims in law or equity occasioned by failure of the Consultant to comply with this section or with the provisions of law relating to Worker's Compensation.

9. Indemnification. Consultant shall indemnify City and City's agents, officers, and employees ("City Personnel") from and against demands, reasonable attorney's fees, costs, damages to persons or property, losses, obligations, expenses or liabilities (herein "claims" or "liabilities") that may be asserted or claimed by any person or entity arising out of the negligence, recklessness, or willful misconduct of Consultant, its employees, agents, representatives or subcontractors in the performance of any tasks or services for or on behalf of City, but excluding such claims or liabilities arising from the negligence or willful misconduct of City or City Personnel. In connection therewith:

1. Consultant shall pay all costs and expenses, including reasonable attorney's fees incurred in connection therewith, to the maximum extent allowed under California law including but not limited to Civil Code section 2782.8.

2. Consultant shall promptly pay any judgment rendered against City or any City Personnel for any such claims or liabilities, to the maximum extent allowed under California law including but not limited to Civil Code section 2782.8.

3. In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such damages or other claims arising out of or in connection with the negligence, recklessness, or willful misconduct of Consultant, Consultant shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees, to the maximum extent allowed under California law including but not limited to Civil Code section 2782.8..

6. RECORDS, REPORTS, AND INTELLECTUAL PROPERTY.

1. Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning Consultant's performance of the services required by this Agreement as the Contract Officer shall require.

2. Records. Consultant shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the cost and the performance of such services. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles. The Contract Officer shall have

full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

3. Ownership of Documents and Data. All original drawings, specifications, reports, records, data, documents and other materials, whether in hard copy or electronic form, which are prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement, shall be the property of City and shall be delivered to City upon termination of this Agreement or upon the earlier request of the Contract Officer, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Consultant shall cause all subcontractors to assign to City any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages suffered thereby.

4. In the event City or any person, firm or corporation authorized by City reuses said documents and materials without written verification or adaptation by Consultant for the specific purpose intended and causes to be made or makes any changes or alterations in said documents and materials, City hereby releases, discharges, and exonerates Consultant from liability resulting from said change. The provisions of this clause shall survive the completion of this Contract and shall thereafter remain in full force and effect.

5. Intellectual Property and Proprietary Information.

1. Proprietary Information. All proprietary information developed specifically for City by Consultant in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, but not including Consultant's underlying materials, software, or know-how, shall be the sole and exclusive property of City, and are confidential and shall not be made available to any person or entity without the prior written approval of City. Consultant agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of Consultant's services under this Agreement. Consultant further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of Services by Consultant under this Agreement shall be made to City, and that Consultant shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by City.

2. Reproduction Rights. Any and all patents and copyrights that arise from the services or the creation of work in carrying out this Agreement shall be vested in City, and Consultant hereby agrees to relinquish all claims to such copyrights in favor of City.

3. Use of Patented Materials. Consultant shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used, or incorporated in the Services performed by Consultant under this Agreement. Consultant shall indemnify, defend, and save City harmless from any and all suits, actions, or proceedings of every nature for or on account of the use of any patented or copyrighted materials.

7. RELEASE OF INFORMATION/CONFLICTS OF INTEREST.

1. Confidentiality. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

2. Release of Confidential Information. Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subcontractors be served with any summons,

complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed hereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

3. Conflicts of Interest Prohibited. Consultant covenants that neither he/she nor any officer or principal of their firm have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent, or subcontractor. Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Consultant and/or its subcontractors shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement.

4. Covenant Against Contingent Fee. Consultant covenants that neither it nor any of its officers, employees, agents, or representatives employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement. Consultant further covenants that neither it nor any of its officers, employees, agents, or representatives has paid or agreed to pay any company or person, other than a bona fide employee of Consultant, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this provision, City shall have the right to annul this agreement without liability, or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fees, gift, or contingent fee.

8. LEGAL RELATIONS AND RESPONSIBILITIES.

1. Compliance with Law. Consultant shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Consultant.

2. Licenses, Permits, Fees and Assessments. Except as otherwise specified herein, Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties, and interest, which may be imposed by law and arise from or are necessary for the performance of the services required by this Agreement.

3. Covenant Against Discrimination. The Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against, or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement.

4. Independent Contractor. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Consultant. Consultant shall not at any time or in any manner represent that it or any of its agents or

employees are agents or employees of City. Neither Consultant nor any of Consultant's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from City; and neither Consultant nor any of its employees shall be paid by City time and one-half for working in excess of forty (40) hours in any one week. City is under no obligation to withhold State and Federal tax deductions from Consultant's compensation. Neither Consultant nor any of Consultant's employees shall have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

5. Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount that may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

6. California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

7. Disputes. In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefor. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within forty-five (45) days after service of the notice, or such longer period as may be permitted by the Contract Officer; provided that if the default is an immediate danger to the health, safety and general welfare, City may take such immediate action as City deems warranted. Compliance with the provisions of this section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 8.11.

8. Retention of Funds. City may withhold from any monies payable to Consultant sufficient funds to compensate City for any losses, costs, liabilities, or damages it reasonably believes were suffered by City due to the default of Consultant in the performance of the services required by this Agreement.

9. Waiver. No delay or omission in the exercise of any right or remedy of a non defaulting party on any default shall impair such right or remedy or be construed as a waiver. City's consent or approval of any act by Consultant requiring City's consent or approval shall not be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Consultant. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

10. Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

11. Termination Prior To Expiration of Term. This section shall govern any termination of this Agreement, except as specifically provided in the following Section 8.12 for termination for cause. City reserves the right to terminate this Agreement at any time, with or without cause, upon ten (10) days' written notice to Consultant. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter in

accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 8.8.

12. Termination for Default of Consultant. If termination is due to the failure of Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.7, take over work and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of setoff or partial payment of the amounts owed City as previously stated in Section 8.8.

13. Attorney's Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

14. Safety. The Consultant shall execute and maintain his/her work so as to avoid injury or damage to any person or property. The Consultant shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out his/her work, the Consultant shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state, and local statutory and regulatory requirements including California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act.

15. Compliance with California Unemployment Insurance Code Section 1088.8. If Consultant is a sole proprietor, then prior to signing the Agreement, Consultant shall provide to City a completed and signed Form W-9, Request for Taxpayer Identification Number and Certification. Consultant understands that pursuant to California Unemployment Insurance Code section 1088.8, City will report the information from Form W-9 to the State of California Employment Development Department, and that the information may be used for the purposes of establishing, modifying, or enforcing child support obligations, including collections, or reported to the Franchise Tax Board for tax enforcement purposes.

16. Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 16000, *et seq.*, ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

17. Unauthorized Use of City's Name. Except as required by law or with the prior written consent of City (which consent may be withheld in city's sole and absolute discretion), Consultant shall not use City's name, seal or logo in any marketing materials, magazine, trade paper, newspaper, television or radio production or other similar medium, nor shall Consultant state, imply or in any way represent to any third party that City has endorsed or approved Consultant or any of its services or products.

9. MISCELLANEOUS

1. Notices. Any notice, demand, request, consent, approval, communication either party desires or is required to give the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notices personally

delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch.

To City: CITY OF YORBA LINDA
Attention: Colleen Callahan
4845 Casa Loma Avenue
Yorba Linda, CA 92886

To Consultant: MICHAEL BAKER INTERNATIONAL
Attention: Richard Beck
5 Hutton Centre Drive, Suite 500
Santa Ana, CA 92707

2. Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement.

3. Integration; Amendment. This Agreement contains the entire understanding of the parties herein and supersedes any and all other written or oral understandings as to those matters contained herein, and no prior oral or written understanding shall be of any force or effect with respect to those matters covered thereby. No amendment, change or modification of this Agreement shall be valid unless in writing, stating that it amends, changes or modifies this Agreement, and signed by all the parties hereto.

4. Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or inability to enforce shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

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

6. Statutory References. All references in this Agreement to particular statutes, regulations, ordinances, or resolutions of the United States, the State of California, or the County of Orange shall be deemed to include the same statute, regulation, ordinance or resolution as hereafter amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same subject.

7. Special Provisions. Any additional or supplementary provisions or modifications or alterations of this Agreement, if any, shall be set forth in an additional Exhibit "D" ("Special Provisions") if any such Special Provisions exist. In the event of any discrepancy between the provisions of this Agreement and the Special Provisions, Special Provisions shall take precedence and prevail.

8. Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement, (2) the Consultant's signed, original Proposal dated April 21, 2022 ("Consultant's Proposal"), and (3) the City's Request for Proposal ("City's RFP), which shall all be referred to collectively hereinafter as the "Contract Documents". The Consultant's Proposal and the City's RFP, are hereby incorporated by reference, and are made a part of this Agreement. All provisions of this Agreement, the Consultant's Proposal, and the City's RFP shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority, (1st) the terms and conditions of this Agreement, (2nd) the provisions of the City's RFP and (3rd) the provisions of the Consultant's Proposal.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

CITY:
CITY OF YORBA LINDA

CONSULTANT:
MICHAEL BAKER INTERNATIONAL, INC.

By: _____
Its:

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

By: _____
Marcia Brown, City Clerk

Name: _____

Title: _____

APPROVED AS TO FORM
RUTAN & TUCKER, LLP

By: _____
Todd Litfin, City Attorney
City of Yorba Linda

Exhibit A Scope of Services

CAL FIRE – FIRE PREVENTION GRANT

CAL FIRE – FIRE PREVENTION GRANT MANAGEMENT

The CAL FIRE grant highlights the multiple avenues required to plan, implement, and preserve native habitat while eliminating fuels that would contribute to wildfire potential. Michael Baker can provide all the required services in-house, through an integrated, multi-disciplinary approach. This integrated approach increases creativity and promotes long term sustainability, while ensuring that grant requirements are met.

Baseline conditions of the site will be defined early. Conditions such as biological resources and potential jurisdictional drainage features will be mapped. All files (GIS layers) will be provided to the City of their file. These plans will serve as the foundation for which vegetation will be removed and what resources should be noted during maintenance activities. Additionally, the City can ultimately utilize this information when they prepare the Restoration Plan.

Similar to the previous scopes above, our team's approach to public participation offers continuous opportunities for meaningful input and involvement/ownership throughout the life of the project-the goal to develop a consensus-based vision, local ownership, and to foster community awareness.

While conducting preconstruction surveys and any monitoring during vegetation removal, the Biological Monitor would remain alert for the presence of coastal California gnatcatcher, a federally-listed threatened species which could potentially occur within or near some of the project sites. If this or any other special-status species is detected, the Biological Monitor would coordinate with the City/ Contractor to notify the appropriate regulatory agencies and/or provide recommendations to avoid impacts to such species. We routinely lead, manage, and coordinate with maintenance contractors to ensure that project objectives are met while achieving environmental compliance. Michael Baker's natural resource specialists will work closely with the City and designated Contractor to define roles and responsibilities for project implementation. Our success is based on weekly coordination with maintenance crews, where we provide guidance for invasive species removal and highlight any variables that may arise that may have not been projected in the original approach.

Adaptive management is key since the open space areas are dynamic, not just year to year, but season to season. Our qualitative assessments will incorporate the documentation needed to fulfill grant conditions. Should removal methods be ineffective during the first two years of the project, our Team will work with the Contractor to determine alternate methods by using test plots within the project site.

Task 1: Project Kickoff

Michael Baker will conduct a kick-off meeting/call with the City's Project Management team to initiate work on the Fire Prevention Grant. The team will review the scope of work, anticipated project schedule, communications protocol, and deliverables; discuss staff expectations; and have an initial discussion of data needs and the community outreach approach. Schedules of removals can be determined based on the vegetation composition at each of the seven sites. Following this meeting, the Project Manager will begin working on the treatment plan schedule and tracking matrix (Task 2.1 below).

Task 2: Project Management

Task 2.1 Multi-Year Fuel Reduction Treatment Plan Schedule, Inspections, and Invoice Review

Working with the City, the Project Manager will develop a tracking table based on scope of work and anticipated timelines. The schedule will be relayed to the contractor, and removals will be timed to avoid nesting bird season when possible. Through coordination and oversight of the contractor, the project manager will complete progress reports, amend funding agreement, scope of work, budget or schedule, and prepare an

adequate audit trail. Additionally, quarterly reports on emissions and progress reports will be submitted to CAL FIRE to fulfill grant requirements. The project manager will also prepare and file the Final Report to CAL FIRE, following review and approval of the City.

Task 2.2 Coordination on the EOP Update

Close coordination will occur with the Project Manager of Scope #3, EOP, previously detailed. The EOP will be incorporated into CAL FIRE documentation so grant requirements are met.

Task 2.3 Review of Restoration and Sustainability Plan and Evacuation Plan

Michael Baker has included time for our restoration ecologists and community planners to review the Restoration and Sustainability Plan and Evacuation Plan prepared by the City. Anticipated support includes review of draft and final documents, comments/response to comments, technical review and research, and assistance with graphics, where required. Our schedule shows coordination of the document throughout the entire task duration (this allows for various reviews along the process rather than only at the final draft).

Task 2.4 CAL FIRE Approval and Closeout of Grant

As part of the grant requirements, Michael Baker will work with the City to prepare a final accomplishment report for submittal to CAL FIRE within 30 days of the project completion. Utilizing our in-house air and Greenhouse Gas (GHG) Specialists, Michael Baker will provide the appropriate materials for completing program quantification methodology and use the current reporting templates provided by the CAL FIRE. Most importantly, our Project Management tasks includes time for significant coordination with OCFA and the City to ensure that all grant requirements are met.

Task 3: CEQA and Biological Compliance

Task 3.1 Notice of Exemption Preparation

Following direction outlined in Section E of the CAL FIRE grant, it is anticipated the project sites will fall under a Notice of Exemption (NOE) for CEQA. Filing of NOEs will occur for sites 1,3, 4, 5, 6, and 7, as site 2 has CEQA completed. Each site will be treated and filed as its own project, in the chance there are any delays for an individual site during the final approval process. Should this be the case, any approved sites can move forward with the removals and the Project Manager can update the proposed schedule with the contractor. In the event it is determined that there is a potential for a significant impact to occur under CEQA for one or more of the sites and that a Negative Declaration is required, Michael Baker will work with the City to reallocate funding within the grant budget. Should an Environmental Impact Report be required, Michael Baker can provide these services under a separate scope and fee.

Task 3.2 Baseline Documentation of Project Sites

Prior to the start of removal activities, Michael Baker will document existing site conditions in order to provide clear direction to the contractor. Documentation will include site photos, plant lists, and GPS data on native and sensitive species to avoid. Site boundaries and notes will be saved as shapefiles to be provided to the City and contractor. Additionally, for sites 1, 2, and 3, a jurisdictional delineation will be conducted to determine the presence/absence of state or federal waters. If present, regulatory agency coordination will take place under Task 3.3 outlined below.

Task 3.3 Regulatory Permitting

Should jurisdictional features be noted during the baseline surveys, Michael Baker will coordinate with California Department of Fish and Wildlife (CDFW) on behalf of the City. Michael Baker will prepare and process a notification submittal package for a CDFW Section 1602 Streambed Alteration Agreement (SAA) pursuant to the California Fish and Wildlife Code.

Task 3.4 ISHB Surveys

Michael Baker has provided ISHB surveys for OC Public Works as well as throughout OC Parks. Additionally strong relationships with the University of California has allowed us to utilize lab testing and experts to assist in the surveys when required. During the biological surveys, Michael Baker will conduct ISHB surveys of each removal area to identify infested trees for the contractor. Target ISHB trees species located within the removal sites will be evaluated for signs of infestation. Examples of potential ISHB sign include, but are not limited to, small bore holes, bark staining, and frass exudate. Any native tree found to have sign of ISHB is to be evaluated and ranked based on the standards utilized by UCANR for ISHB surveys (UCANR 2020a). Specifically, infestation levels on each tree observed to have sign would be categorized as low (<50 entry holes), moderate (50–<150 entry holes, no dieback), heavy (>150 entry holes, no dieback), and severe (>150 entry holes, dieback). General notes and summary categorization level for trees identified with ISHB infestation will be recorded.

As part of this effort, Michael Baker will work with OCFA for removals and coordination due to their current work in Chino Hills State Park. Following the surveys, a memo will be prepared to summarize the results of the ISHB field surveys and include GPS locations of the infested trees to be removed.

Task 3.5 Pre-Construction Surveys

Michael Baker will provide a qualified biologist (“Designated Biologist”) to conduct a general pre-construction survey throughout the removal areas where suitable habitat is present to support special-status wildlife. The pre-construction survey will focus on any special-status species that could occur in the area. The survey will be conducted at least three (3) days prior to vegetation removal occurring. If any special-status species are found and have the potential to be adversely affected by the project, Michael Baker will coordinate with the CDFW to determine appropriate avoidance and minimization measures to be implemented during construction.

Results of the pre-construction survey will be summarized in a short memorandum that includes a summary of the methods, site conditions, and results of the survey. Site photographs taken during the field survey and GIS figures will be included in the report to further enhance written text and visually identify specific biological information as it relates to the project site. This task includes time for GIS analysis to support the preparation of one (1) figure for each site.

Michael Baker’s qualified biologists will conduct one (1) nesting bird clearance survey at each site within seven (7) days prior to initiating any ground disturbing or vegetation removal activities during the nesting season (March 15 to September 15), followed by weekly surveys to ensure that birds do not nest in work areas or in vegetation to be removed. The project site shall be surveyed by walking meandering transects in nesting habitat and in areas up to 150 meters (500 feet) of the parcel, at the discretion of the surveyor (survey area). Methods to detect the presence of nesting birds shall include direct observation, aural detection, and signs of presence (i.e., scat, pellets, white-wash, feathers, tracks, and prey remains). All trees, shrubs, and ground dwellings shall be searched for the possible presence of active bird nests.

Michael Baker will also record all bird species observed during the clearance survey and document behaviors that suggest breeding activity. Binoculars will be used to observe distant birds and their activity around potential nesting habitat. The location of any active nests or breeding behaviors will be recorded using a hand-held GPS unit, if found. This task does not include time for any protocol-level surveys.

Task 3.6 Weekly Inspections

Michael Baker will conduct periodic monitoring of the vegetation removal as needed to ensure that impacts to native habitats are minimized. The Biologist will have the authority to stop work if required (i.e. infested trees are not being properly removed and hauled off site). The Biologist will: (a) document all construction activities pertaining to biological resources while on-site; (b) provide a weekly monitoring report; (c) notify the City immediately if unauthorized impacts to biological resources occur; and (d) advise the contractor, as needed, to ensure effective and appropriate implementation of biological avoidance and minimization measures for

specific site conditions. Following monitoring visits, Michael Baker will submit a weekly e-mail to the client, along with site photographs, summarizing all monitoring efforts performed during the week and any corrective measures that were implemented to maintain compliance with all regulatory permits, agreements, and authorizations.

Task 4: Community Engagement

Task 4.1 Educational Signage

The Michael Baker team will create educational signage through collaboration with the City and OCFA to provide messaging of wildfire prevention activities.

TASK 4.2 Fire Prevention Educational Meetings

Michael Baker will work with OCFA and the City on an annual basis (for up to 3 years or 3 meetings) to educate residents on wildfire prevention through community meetings to engage residents on wildfire prevention. At minimum, topics will include the development of defensible space zones on their property, weed abatement, standards for safe use of backyard barbecue grills, use of fire-resistant plantings, and other relevant wildfire urban interface fire safety information. These meetings can be grouped with the other outreach meetings associated with Scopes 1-3, if desired by the City.

TASK 4.3 Fire Prevention Mailers

Michael Baker's graphic design team will work with the City and OCFA to develop fire prevention mailers similar to the example provided in the RFP. The mailer will include methods for weed abatement and encourage regular weed abatement practices.

EMERGENCY OPERATIONS PLAN

Task: 1 EOP Update – Crosswalk Matrix & Exhibits Update

To prepare the EOP update, the Michael Baker team will prepare a crosswalk matrix outlining required updates to the document. This will include consistency updates based on the recent Safety Element, LHMP and Evacuation Planning deliverables, and other general modernization updates as needed. Special consideration will be taken with the Wildland Fire Annex, though all EOP sections and annexes will be reviewed for updates. Michael Baker will gather important information regarding City infrastructure, resources, and contracted services to ensure an updated, comprehensive emergency operations plan that adheres to services in order to ensure, upon completion, an updated, comprehensive emergency operations plan that adheres to the fundamentals of the National Incident Management System (NIMS) and incorporates the State's Standardized Emergency Management System (SEMS) while meeting the requirements CALOES' planning guidance as outlined in the 2020 Emergency Plan Review Crosswalk.

Michael Baker will document all proposed edits to the EOP in a matrix, indicating the page number requiring the edit and proposing the edit in redline/strikeout for ease of reference. An electronic screencheck draft will be provided to the City for one round of comments and review. In coordination with the crosswalk matrix, Michael Baker will also prepare exhibit updates to the plan as needed.

Task: 2 Administrative Draft EOP Preparation

Upon agreement of the needed EOP updates as documented in the EOP crosswalk, Michael Baker will compile the information and required revisions into an administrative draft EOP Update. Michael Baker will provide an electronic screencheck administrative draft (MS Word) to the City for internal review, showing a clean word document and track changes demonstrating where EOP updates were made. Michael Baker anticipates one round of review and comment from the City Project Management team. Comments and revisions from the City are anticipated to occur in redline/ strike-out and track changes.

Task: 3 Final EOP Preparation

Michael Baker will compile all internal comments received on the administrative draft EOP and will incorporate changes into the document as necessary. The final EOP will be prepared for submittal and approval by internal City decision makers, as appropriate. Michael Baker will prepare the EOP Review Crosswalk for Local Government Agencies to accompany the electronic submittal to Cal EOS. The EOP will then be submitted to Cal OES for initial review. If comments are provided by Cal OES requiring plan revisions, Michael Baker will revise the EOP accordingly.

**MICHAEL BAKER INTERNATIONAL
BUDGET OF SERVICES: SCOPE #3: EMERGENCY OPERATIONS PLAN**

TASK	Staff Position and Billing Rate						Total Hours	TOTAL COST
	Program Manager \$300	Project Manager \$140	Technical Specialist \$200	Planner \$110	GIS Maps \$150	Admin. \$70		
1.0 EOP Update - Crosswalk and Matrix	2	24	16	60			102	\$13,760
2.0 Admin Draft EOP Preparation	2	24	16	60	26	8	136	\$18,220
3.0 Final Safety Element Preparation	4	24	24	60	6	8	126	\$17,420
Other Direct Costs								\$500
Total Hours	8	72	56	180	32	16	364	
Percent of Total Labor (Hours)	2%	21%	17%	54%	10%	5%	108%	
TOTAL COST	\$2,400	\$10,080	\$11,200	\$19,800	\$4,800	\$1,120		\$49,900

4/20/2022

**MICHAEL BAKER INTERNATIONAL
BUDGET OF SERVICES: SCOPE #4: CALFIRE FIRE PREVENTION GRANT**

TASK	Staff Position and Billing Rate					Total Hours	TOTAL COST
	Program Manager \$300	Project Manager \$191	Technical Specialist \$165	GIS Specialist/ Graphics \$150	Biologist/ Regulatory Analyst \$125		
1.0 Project Kick-Off	4	8				12	\$2,728
2.0 Project Management	80	435				515	\$107,085
3.0 CEQA and Biological Compliance							
3.1 Notice of Exemption(s)	2		8		50	60	\$8,170
3.2 Baseline Documentation		2	4	16	88	110	\$14,442
3.3 Regulatory Permitting			8		16	24	\$3,320
3.4 ISHB Surveys				8	144	152	\$19,200
3.5 Pre-Construction Surveys			112	40	115	267	\$38,855
3.6 Weekly Inspections					288	288	\$36,000
4.0 Community Engagement	40	40	32	30		142	\$29,420
Other Direct Costs (signage, educational meetings, mailers)							\$32,000
Total Hours	126	485	164	94	701	1,570	
Percent of Total Labor (Hours)	8%	31%	10%	6%	45%	100%	
TOTAL COST	\$37,800	\$92,635	\$27,060	\$14,100	\$87,625		\$291,220

4/21/2022

EXHIBIT C
Schedule of Performance

SCOPE #4 SCHEDULE
CAL FIRE- FIRE PREVENTION GRANT

ID	Task Name	Duration	Start	Finish	2023				2024				2025				2026				
					Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	
1	Year 1 Activities	217 days?	Tue 6/7/22	Wed 4/5/23																	
2	Project Kick-Off	0 days	Tue 6/7/22	Tue 6/7/22	◆ 6/7																
3	Baseline Surveys	203 days	Tue 6/7/22	Thu 3/16/23																	
4	Existing Site Conditions Assessment	0.8 wks	Tue 6/7/22	Fri 6/10/22																	
5	Delineation of Jurisdictional Waters	3 wks	Mon 6/13/22	Fri 7/1/22																	
6	ISHB Tree Assessment	2 wks	Mon 7/4/22	Fri 7/15/22																	
7	Pre-Construction Surveys	61 days	Fri 9/16/22	Fri 12/9/22																	
8	Nesting Bird Surveys (if required)	21 days	Wed 2/15/23	Wed 3/15/23																	
9	CEQA Compliance	40 days	Tue 6/7/22	Mon 8/1/22																	
10	Preparation and Filing of NOEs	8 wks	Tue 6/7/22	Mon 8/1/22																	
11	Community Engagement/Education	21 days	Mon 8/8/22	Mon 9/5/22																	
12	Community Meeting #1 (EST)	0 days	Mon 8/8/22	Mon 8/8/22	◆ 8/8																
13	Educational Mailers (EST)	0 days	Mon 9/5/22	Mon 9/5/22	◆ 9/5																
14	Emergency Plans	469 days	Tue 6/7/22	Fri 3/22/24																	
15	Local Hazard Mitigation (no CEQA)	12.25 mons	Tue 6/7/22	Mon 5/15/23																	
16	Safety Element (possible exemption)	3.85 mons	Tue 6/7/22	Wed 9/21/22																	
17	Emergency Operations Plan	15.25 mons	Mon 1/2/23	Fri 3/1/24																	
18	Major Vegetation Clearance	60 days?	Mon 9/19/22	Fri 12/9/22																	
19	Phase 1 Major Vegetation Clearance	3 mons	Mon 9/19/22	Fri 12/9/22																	
20	(Active Goat Grazing)																				
21	Biological Monitoring	3 mons	Mon 9/19/22	Fri 12/9/22																	
22	Review of City Prepared Plans	479 days?	Tue 6/7/22	Fri 4/5/24																	
23	Review of Evacuation Plan (as needed)	23.2 mons	Tue 6/7/22	Fri 3/15/24																	
24	Review and Coordination of Restoration and Sustainability Plan (as needed)	23.95 mons	Tue 6/7/22	Fri 4/5/24																	
25	Year 2 Activities	262 days	Thu 3/16/23	Fri 3/15/24																	
26	Pre-Construction Surveys	106 days	Fri 9/15/23	Fri 2/9/24																	
27	Phase 2 Aggressive Vegetation Clearance	105 days	Mon 9/18/23	Fri 2/9/24																	
28	Biological Monitoring	105 days	Mon 9/18/23	Fri 2/9/24																	
29	Community Meeting #2 (EST)	0 days	Mon 8/14/23	Mon 8/14/23	◆ 8/14																
30	Year 3 Activities	260 days?	Mon 3/18/24	Fri 3/14/25																	
31	Phase 3 Vegetation Management	110 days	Mon 9/16/24	Fri 2/14/25																	
32	Biological Monitoring	110 days	Mon 9/16/24	Fri 2/14/25																	
33	Community Meeting #3 (EST)	0 days	Mon 8/12/24	Mon 8/12/24	◆ 8/12																
34	Educational Mailers (EST)	0 days	Mon 9/16/24	Mon 9/16/24	◆ 9/16																
35	Year 4 Activities	269 days	Mon 3/17/25	Thu 3/26/26																	

Project: Scope4_CalFire_Schedu Date: Thu 5/12/22	Task		Project Summary		Manual Summary Rollup		External Tasks		Manual Progress
	Split		Inactive Summary		Manual Summary		External Milestone	◆	
	Milestone	◆	Manual Task		Start-only	[Deadline	↓	
	Summary		Duration-only		Finish-only]	Progress		

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SCOPE #4 SCHEDULE
 CAL FIRE- FIRE PREVENTION GRANT




ID	Task Name	Duration	Start	Finish	2023				2024				2025				2026			
					Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1
36	Phase 4 Vegetation Management	110 days	Mon 9/15/25	Fri 2/13/26																
37	Biological Monitoring	110 days	Mon 9/15/25	Fri 2/13/26																
38	Project Management	1008 days	Tue 6/7/22	Thu 4/16/26																
39	Project/Grant Management	1008 days	Tue 6/7/22	Thu 4/16/26																
40	Coordination with Partners/Stakeholders	1008 days	Tue 6/7/22	Thu 4/16/26																

Project: Scope4_CalFire_Schedu
 Date: Thu 5/12/22

Task		Project Summary		Manual Summary Rollup		External Tasks		Manual Progress	
Split		Inactive Summary		Manual Summary		External Milestone			
Milestone		Manual Task		Start-only		Deadline			
Summary		Duration-only		Finish-only		Progress			

EXHIBIT C
Schedule of Performance (Continued)

SCOPE #3 SCHEDULE
 EMERGENCY OPERATIONS PLAN UPDATE

ID	Task Name	Duration	Start	Finish	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			1st Quarter		
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
1	Task 1 EOP Update - Crosswalk Matrix & Exhibits Upda	109 days	Mon 1/2/23	Thu 6/1/23															
2	Task 2 Admin Draft EOP Preparation	88 days	Thu 6/1/23	Mon 10/2/23															
3	Task 3 Final EOP Element	110 days	Mon 10/2/23	Fri 3/1/24															

Project: Scope3_EOP_Schedule Date: Thu 5/12/22	Manual Task 
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