



**SPECIAL NOTICE REGARDING
CORONAVIRUS DISEASE 2019 (COVID-19)
AND PARTICIPATION IN PUBLIC MEETINGS**

On March 4, 2020, Governor Newsom declared a State of Emergency resulting from the threat of COVID-19. On September 16, 2021, Governor Newsom signed Assembly Bill No. 361 into law. Assembly Bill No. 361 amends Government Code section 54953(e) by adding provisions for remote teleconferencing participation in meetings by members of a legislative body, without the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions. The Upper Santa Ana River Watershed Financing Authority adopted a resolution determining, by majority vote, that, as a result of the declared State of Emergency, a meeting in person would present imminent risks to the health or safety of attendees. Accordingly, it has been determined that all meetings of the San Bernardino Valley Municipal Water District will be held pursuant to the Brown Act and will be conducted via teleconference. There will be no public access to the meeting venue.

**MEETING OF THE
UPPER SANTA ANA RIVER
WATERSHED INFRASTRUCTURE FINANCING AUTHORITY
WEDNESDAY, NOVEMBER 17, 2021 – 8:30 am**

PUBLIC PARTICIPATION

Public participation is welcome and encouraged. You may participate in the November 17, 2021, meeting of the Upper Santa Ana River Watershed Financing Authority online and by telephone as follows:

**Dial-in Info: (877) 853 5247 US Toll-free
Meeting ID: 818 8828 6875
PASSCODE: 3802020**

<https://sbvmwd.zoom.us/j/81888286875>

If you are unable to participate online or by telephone, you may also submit your comments and questions in writing for consideration by sending them to comments@sbvmwd.com with the subject line "Public Comment Item #" (insert the agenda item number relevant to your comment) or "Public Comment Non-Agenda Item". Submit your written comments by 6:00 p.m. on Tuesday, November 16, 2021. All public comments will be provided to the Executive Director and may be read into the record or compiled as part of the record.

IMPORTANT PRIVACY NOTE: Participation in the meeting via the Zoom app is strongly encouraged. Online participants MUST log in with a Zoom account. The Zoom app is a free download. Please keep in mind: (1) This is a public meeting; as such, the virtual meeting information is published on the World Wide Web and available to everyone. (2) Should you participate remotely via telephone, your telephone number will be your "identifier" during the meeting and available to all meeting participants; there is no way to protect your privacy if you elect to call in to the meeting.



Agenda

**UPPER SANTA ANA RIVER WATERSHED
INFRASTRUCTURE FINANCING AUTHORITY**
380 East Vanderbilt Way, San Bernardino, CA 92408

WEDNESDAY, NOVEMBER 17, 2021

CALL TO ORDER/PLEDGE OF ALLEGIANCE

1. PUBLIC COMMENT

Any person may address the Board on matters within its jurisdiction.

2. APPROVAL OF MINUTES

- 2.1 November 3, 2021, Meeting (Page 3)
[Watershed Connect Minutes 20211103](#)

3. DISCUSSION AND POSSIBLE ACTION ITEMS

- 3.1 Consider authorizing the Executive Director to enter into a Consulting Services Agreement with AECOM for Watershed Connect Loan Application(s) and Implementation Plan (Page 7)
[Staff Memo - Consider authorizing the Executive Director to enter into a Consulting Services Agreement with AECOM for Watershed Connect Loan Application\(s\) and Implementation Plan](#)
[Consulting Services Agreement with AECOM](#)

4. REPORTS (Discuss and Possible Action)

- 4.1 Technical Advisory Committee Report

5. ANNOUNCEMENTS

6. ADJOURNMENT

PLEASE NOTE: Materials related to an item on this Agenda submitted to the Board after distribution of the agenda packet are available for public inspection in the District's office located at 380 E. Vanderbilt Way, San Bernardino, during normal business hours. Also, such documents are available on the District's website at www.sbvmd.com subject to staff's ability to post the documents before the meeting. The District recognizes its obligation to provide equal access to those individuals with disabilities. Please contact Melissa Zoba at (909) 387-9228 two working days prior to the meeting with any special requests for reasonable accommodation.

MINUTES OF THE UPPER SANTA ANA RIVER WATERSHED INFRASTRUCTURE FINANCING AUTHORITY

Regular Meeting of the Board of Directors | November 3, 2021

ROLL CALL

| Member Agency | Director | Attendance |
|---|------------------------------|------------|
| San Bernardino Valley Municipal Water District | Paul Kielhold | Present |
| Yucaipa Valley Water District | Nyles O'Harra (Alternate) | Present |
| San Bernardino Valley Water Conservation District | Daniel Cozad | Present |
| San Bernardino Municipal Water Department | Miguel Guerrero | Present |

| Member Agency | | Attendance |
|--|-----------------------------------|------------|
| San Bernardino Valley Municipal Water District | T. Milford Harrison, Treasurer | Present |
| San Bernardino Valley Municipal Water District | Gil Botello, Alternate | Present |

| Others Present | Agency |
|-------------------|---|
| Heather Dyer | San Bernardino Valley Municipal Water District |
| Jose Macedo | San Bernardino Valley Municipal Water District |
| Melissa Zoba | San Bernardino Valley Municipal Water District |
| Anthony Flordelis | San Bernardino Valley Municipal Water District |
| Adekunle Ojo | San Bernardino Valley Municipal Water District |
| Melody McDonald | San Bernardino Valley Water Conservation District |
| Allison Edmisten | Yucaipa Valley Water District |
| Joseph Zoba | Yucaipa Valley Water District |
| Devin Arciniega | San Bernardino Municipal Water Department |
| Scott Heil | Varner Brandt |
| Ryan Shaw | Western Municipal Water District |

CALL TO ORDER

The Regular Meeting of the Upper Santa Ana River Watershed Infrastructure Financing Authority (USAR WIFA) was called to order by Chair Paul Kielhold at 8:30 a.m. Chair Kielhold led the Pledge of Allegiance. A quorum was noted present by roll call.

1. PUBLIC COMMENT

Chair Kielhold stated that any member of the public wishing to make any comments to the Authority may do so. There was no comment.

2. APPROVAL OF MINUTES

Director Cozad moved to approve the minutes of the October 20, 2021 meeting. Director O'Harra seconded. The motion was unanimously adopted by roll-call vote.

3. DISCUSSION AND POSSIBLE ACTION ITEMS

3.1 Consider Resolution authorizing the Joint Powers Authority to conduct remote meetings for the period November 3, 2021 through December 3, 2021

Executive Director Heather Dyer explained this requirement for continued teleconferencing of meetings in compliance with the Brown Act and AB 361. The Resolution must be adopted every 30 days.

Director Guerrero moved to adopt Resolution 001 authorizing the Joint Powers Authority to conduct remote meetings for the period November 3, 2021 through December 3, 2021. Director O'Harra seconded. The motion was unanimously adopted by a roll-call vote.

RESOLUTION 001

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE UPPER SANTA ANA RIVER WATERSHED INFRASTRUCTURE FINANCING AUTHORITY PROCLAIMING A LOCAL EMERGENCY, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR GAVIN NEWSOM ON MARCH 4, 2020, AND AUTHORIZING REMOTE TELECONFERENCING MEETINGS OF THE LEGISLATIVE BODIES OF THE UPPER SANTA ANA RIVER WATERSHED INFRASTRUCTURE FINANCING AUTHORITY FOR THE PERIOD NOVEMBER 3, 2021, THROUGH DECEMBER 3, 2021, PURSUANT TO BROWN ACT PROVISIONS

3.2 Update on the Technical Advisory Committee

Executive Director Heather Dyer introduced Joe Zoba of Yucaipa Valley Water District (YVWD), Chair of the Technical Advisory Committee (TAC).

Mr. Zoba reminded the Board of the formation of the TAC under Section 17 of the Joint Powers Authority (JPA). Part of the role of the TAC is making recommendations, reviewing information, and providing recommendations back to the JPA, he explained. Consistent with bylaws, the TAC will function under the Brown Act; the action taken with adoption of Resolution 001 will also be followed by the TAC, until the point when the JPA no longer reauthorizes the Resolution and the Committee will begin meeting in person, Zoba said.

Mr. Zoba listed the other members of the TAC:

| | |
|---|--|
| Katelyn Scholte, Assistant Engineer | San Bernardino Water Conservation District |
| Steve Miller, Director of Water Utility | San Bernardino Municipal Water Department |
| Wen Huang, Chief Engineer | San Bernardino Valley Municipal Water District |

The first TAC meeting is scheduled for Wednesday, November 10 followed by the alternate Wednesday mornings, he advised. Upcoming agenda items include:

- Setting of meeting dates on an accelerated schedule pending word from the Environmental Protection Agency on Phase I facilities
- How to pivot based on that information
- Status of the 2021 Water Infrastructure Finance and Innovation Act (WIFIA) application
- Packaging the Phase II facilities for a second submittal to the EPA in a timely manner
- Proposal from AECOM/WSC for additional assistance
- Draft installment purchase agreement (obligations of repayment for any WIFIA loans received)
- Draft debt management policy

Mr. Zoba commented on Ms. Dyer's capable team and submission of a very competitive application to the EPA in an incredibly short period of time along with the consultants.

The strength of each agency as individuals with credit portfolios and credit ratings comes together to achieve a joint credit rating for the JPA, Zoba explained. He stated that, in addition to engineering, an aspect of the TAC will be a financial goal to determine how to strengthen each agency's credit rating to complement the group.

The TAC will make recommendations back to the Board, Zoba continued, and will release its agenda after the JPA meetings to assure the action of the TAC complements what the JPA wants the TAC to address. He requested the Board let the TAC know when there are specific items it would like them to review so they can be added to the agenda.

Mr. Zoba pointed out, it will be interesting to learn about all the agencies' various projects including solar, habitat conservation, and water resources, and to understand how all projects link together, making this group vital for the region.

In combining the planning, project implementation and financing, this JPA stands out not only in the region, but in the United States by establishing the area as leaders in water resource management, habitat preservation, and bridging the energy-water nexus, Mr. Zoba posited.

Ms. Dyer expressed enthusiasm for the growth of the region and building on each agency's strength. No one else in the country is trying to do something on this scale, complexity, and connectedness, she advised. There are approximately 20 projects in Phase I to be built within three years, she explained. Ms. Dyer introduced Allison Edmisten, Chief Financial Officer of Yucaipa Valley Water District.

Director Cozad added the Conservation District does not have projects and does not typically debt finance but does have rate structure and reserves to be of assistance in establishment of credit.

4. REPORTS (Discuss and Possible Action)

There were no reports.

5. ANNOUNCEMENTS

Ms. Dyer advised of the first TAC meeting on November 10, and the next JPA meeting on November 17.

6. ADJOURNMENT

The meeting was adjourned at 8:46 a.m.

| |
|---|
| <p>APPROVAL CERTIFICATION</p> <p>I hereby certify to approval of the foregoing Minutes of the Upper Santa Ana River Watershed Infrastructure Financing Authority.</p> <p>_____</p> <p>Secretary</p> <p>Date _____</p> |
|---|

Respectfully submitted,

Lynda J. Kerney
Contract Assistant

UPPER SANTA ANA RIVER WATERSHED
INFRASTRUCTURE FINANCING AUTHORITY



DATE: November 17, 2021

TO: Board of Directors

FROM: Heather Dyer, Executive Director
Adekunle Ojo, Manager of Water Resources

SUBJECT: Consider authorizing the Executive Director to enter into a Consulting Services Agreement with AECOM for Watershed Connect Loan Application(s) and Implementation Plan

Summary:

AECOM led the consulting team that prepared and submitted the WIFIA Letter of Interest to the U.S. Environmental Protection Agency in July. As the Watershed Connect Program moves to the implementation phase, there is a need to retain the services of AECOM, partnering with WSC, to support loan applications, collection and management of program data, and program messaging and communication amongst other tasks outlined in the attached agreement.

This item was discussed by the Technical Advisory Committee on November 10 and the Committee voted to recommend it to the Board for consideration. Details of the scope are included in the attached proposal. A summary of costs by task is as follows:

| Tasks | Hours | Estimated Cost |
|---|-------|----------------|
| #0: Program Administration | 874 | \$201,682 |
| #1: Consolidate and Verify Project Details | 839 | \$167,298 |
| #2: WIFIA Federal Loan Application | 682 | \$160,920 |
| #3: SRF State Loan General Application Package (2) | 247 | \$56,506 |
| #4: Program Implementation Plan | 1,115 | \$215,704 |
| #5: Communication and Outreach | 424 | \$110,150 |
| TOTAL (Base Tasks) | 4,181 | \$912,260 |
| Optional Tasks for As-Needed Engineering and Environmental Compliance | 1240 | \$249,782 |
| TOTAL (with Optional Tasks) | 5421 | \$1,162,042 |

UPPER SANTA ANA RIVER WATERSHED INFRASTRUCTURE FINANCING AUTHORITY

This is a time and material agreement like the previous agreement for the LOI, therefore, the full estimated cost may not be expended. Costs incurred under this agreement will be initially paid by Valley District and allocated to benefitting members or project agreements after the JPA Board has approved a cost sharing policy and project agreements. Alternatively, costs such as this can be bundled into the loan(s) as a transaction fee, and that portion of the loan proceeds can be used to reimburse Valley District.

Fiscal Impact:

The fiscal impact of this item is up to \$1,162,042. The costs will be distributed amongst the member agencies proportionally based on the projects funded in Phase 1 through the Watershed Connect program.

Recommendation:

Staff recommends that the Board authorize the Executive Director to execute the consulting services agreement.

Attachment:

Consulting Services Agreement with AECOM

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (“Agreement”) is entered into as of November 17, 2021 (“*Effective Date*”), by and between Upper Santa Ana River Watershed Infrastructure Financing Authority, organized and operating under the Joint Exercise of Powers Act (“*Authority*”), and AECOM Technical Services, Inc., a California Corporation (“*Consultant*”). Authority and Consultant are sometimes referred to herein collectively as “*Parties*” and individually as “*Party*.”

RECITALS

A. Authority is a public agency of the State of California and is in need of a qualified consultant to provide professional services for the following project:

JOB NAME: WIFIA and SRF Application Support and Watershed Connect Implementation Plan

B. Consultant is duly licensed in the State of California and has the necessary qualifications to provide such professional services.

C. The Parties desire to enter into this Agreement for the purpose of setting forth the terms and conditions upon which Consultant will render such professional services to Authority.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I SCOPE OF SERVICES

1.1 Term. The term (“*Term*”) of this Agreement shall commence on the Effective Date and shall automatically terminate upon earlier of: (a) June 30, 2024; or (b) the successful completion of Services (as defined below), unless earlier terminated.

1.2 Scope of Services and Time of Performance. During the Term of this Agreement, Consultant shall perform all services, and provide all materials, equipment, tools, labor, and expertise, necessary to furnish the professional services set forth in which is attached as *Exhibit “A”* hereto and incorporated herein by reference (collectively, “*Services*”). All Services shall be performed in accordance with the timeframes agreed upon by the Parties.

1.3 Task Orders. From time to time, the Parties may make changes to or authorize certain work set forth in the Scope of Services, including without limitation issuing additional instructions, requiring additional work, or deleting work previously ordered, by executing one or more task orders (each a “*Task Order*”). The provisions of this Agreement shall apply to all such Task Orders. The costs of each Task Order, or any modification of time for completion that might be required thereby, shall be mutually agreed upon in writing by Authority and Consultant before commencement of the work called for by such Task Order. A Task Order is a request for additional Services and/or changes to Services and shall not be effective unless and until accepted in writing by both Parties. Nothing in this Agreement provides a guaranty that the Authority will issue, or that Consultant will accept, any Task Order. Consultant shall be solely responsible for all costs and expenses associated with

any additional Services, including additional Services already performed, that have not been specifically agreed upon in writing by Consultant and Authority. As used in this Agreement, the term “*Services*” shall include Services added, deleted, or modified by any Task Order

1.4 Qualifications. Consultant represents and warrants to Authority that it has the qualifications, experience, licenses, and facilities necessary to properly perform the Services in a timely, competent, and professional manner, as is consistent with the Standard of Care required under this Agreement.

1.5 Licenses. Consultant shall, in accordance with applicable laws and ordinances, obtain and maintain at its expense all permits and licenses necessary to accomplish the Services. Failure to maintain a required permit or license may result in immediate termination of this Agreement.

1.6 Standard of Care. Consultant shall perform all Services in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and competence ordinarily exercised by members of the profession currently practicing under similar conditions and in compliance with all federal, state, and local laws, rules, regulations, or ordinances applicable to the Services.

1.7 Relations with Construction Contractor. Consultant shall not directly or indirectly communicate with or consult with any construction or other Authority contractor utilized in the project, except in the presence of or with the specific written consent of the Authority.

1.8 Non-Exclusivity. Authority agrees that Consultant may perform services in matters that are not substantially related to the Services for people or entities that are or might be adverse to Authority. Subject to the restrictions of Section 3.3, Consultant will have no obligation to limit or restrict the assignment of its consultants, employees, and principals to other projects as a result of their performance of the Services.

ARTICLE II COMPENSATION AND EXPENSES

2.1 Compensation. As full and complete compensation for the Services to be rendered by Consultant, Authority shall pay Consultant for all Services performed pursuant to this Agreement, inclusive of subconsultants and miscellaneous expenses, in the amount and on the schedule attached as *Exhibit “B”* hereto and incorporated herein by reference (“*Compensation*”), which amount shall not exceed \$1,162,042 (“*Maximum Fee*”). To the extent different payment terms are set forth in a Task Order that conflict with the general payment terms set forth in the Proposal, the terms in the Task Order shall control. Consultant acknowledges and agrees that in no event shall Consultant receive or have a claim of any kind for any payment in excess of the Maximum Fee for any work, including additional Services under any Task Order, performed under this Agreement, unless such amount exceeding the Maximum Fee is specifically approved in writing by Authority.

2.2 Billing Procedure. On or before the tenth (10th) day of each month, Consultant will submit to Authority an accurate and complete statement (“*Invoice*”) for Services actually performed during the previous month and other amounts due under this Agreement. Each Invoice

shall include, at a minimum: (a) Authority's job name; (b) Authority's job number; (c) Consultant's point of contact for billing questions; (d) basis of billing; (e) total contract value; (f) total billing to date; (g) amount remaining in contract; (h) estimated percentage of completion at time of billing; and (i) a summary of Services actually performed during the billing period. Each Invoice shall be supported by such data substantiating Consultant's right to payment as Authority may reasonably require.

2.3 Payment. Authority shall pay to Consultant within thirty (30) calendar days after receipt of an Invoice, or the resolution of any billing dispute, all undisputed amounts. Authority may withhold a portion of an Invoice because of defective Services not remedied. Authority will release any withheld funds upon Consultant remedying the issue that resulted in the withholding. Authority will not pay late fees to Consultant on the compensation due Consultant under the terms of this Agreement. Payment of any Invoice shall not constitute acceptance of any Services completed by Consultant, and the making of final payment shall not constitute a waiver of any claims by Authority for any reason whatsoever.

2.4 Disputed Invoices. In the event Authority disputes an Invoice, Authority shall provide a written explanation of the dispute to Consultant within thirty (30) days after receiving the Invoice. Authority and Consultant shall cooperate to resolve any disputed amount. Authority shall not be penalized for any reasonable dispute and shall not be obligated to pay any amount in dispute until the dispute has been resolved.

2.5 Expenses. Authority must pre-approve in writing each reasonable and necessary expense for which Consultant intends to seek reimbursement, which expenses are directly related to the performance of the Services. If pre-approved, such expenses for reasonable and necessary travel, lodging, or miscellaneous expenses incurred in the performance of this Agreement will be reimbursed to Consultant in accordance with Authority's general reimbursement policy. Consultant shall submit an Invoice of all incurred expenses accompanied by reasonable supporting documentation or transaction receipts. Invoices that fail to include reasonable supporting documentation or receipts will not be honored and Authority will have no obligation of any kind to reimburse Consultant for unsupported expenses listed on such Invoices.

2.6 Taxes. Any Taxes imposed by governing taxing authorities with respect to the Services will be the responsibility of Consultant. "**Taxes**" shall mean all taxes imposed with respect to the provision of the Services and associated amounts payable with respect to the Services, whether denominated as sales taxes, gross receipts taxes, transaction privilege taxes, use taxes, excise taxes, or otherwise.

ARTICLE III WORK PRODUCT; CONFIDENTIAL INFORMATION

3.1 Project Data. Consultant shall be exclusively responsible for obtaining from the appropriate sources, persons or third parties, all data and information necessary for the performance of the Services. The Authority shall furnish all information and technical data in its possession or under its control reasonably required for Consultant's performance of the Services prior to Consultant's commencement of the Services or at such other times as Authority and Consultant mutually agree. Consultant is entitled and will rely upon the accuracy, completeness, currency and non-infringement of information and data provided by Authority or obtained from

generally accepted sources within the industry, except to the extent such verification by Consultant may be expressly required as a defined part of the Services.

3.2 Work Product. Upon completion or other termination of this Agreement, Consultant shall provide to Authority, and such other consultants approved by Authority, all papers, maps, models, designs, calculations, surveys, reports, data, notes, computer files, documents, drawings and other work product (collectively "**Work Product**") developed from or associated with the Services. Upon completion of the Services, Consultant shall provide one reproducible physical copy and one electronic copy of all final Work Product described in the Proposal, in forms acceptable to Authority. Consultant acknowledges that all Services performed or Work Product prepared for Authority by Consultant hereunder, including without limitation all data, calculations, reports, models, working notes, drawings, designs, improvements, trademarks, patents, copyrights (whether or not registered or patentable), and specifications developed or prepared by Consultant in connection with or related to such Services or Work Product shall become the sole and exclusive property of Authority upon payment of all amounts due under this Agreement, unless specifically otherwise agreed upon in writing by Authority and Consultant. Consultant shall unconditionally assign, transfer and convey to Authority all rights, interests and claims of any kind related thereto, including copyright. Consultant shall promptly disclose such Work Product to Authority and, at the Authority's expense, perform all actions reasonably requested by Authority (whether during or after the Term) to establish and confirm such ownership (including, without limitation, executing any necessary assignments, consents, and other instruments). Notwithstanding the preceding, all pre-existing intellectual property owned by Consultant which is incorporated in or utilized to develop the Services performed or Work Product prepared for Authority hereunder shall remain the sole and exclusive property of Consultant; provided, however, that Consultant grants to Authority a non-exclusive, perpetual, fully transferable, worldwide, royalty-free, limited license to use such pre-existing intellectual property in connection with such Services or Work Product. Consultant shall not be held liable for reuse of Work Product or modifications thereof by Authority or its representatives for any purpose other than the original intent of this Agreement, without written authorization of Consultant.

3.3 Confidential Information. Consultant acknowledges that during the Term it may receive or have access to certain information, observations, and data (including without limitation trade secrets, designs, ideas, products, research, software, financial data, and personal information) concerning the business or affairs of Authority which is designated as confidential or proprietary or should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure ("**Confidential Information**"). All Confidential Information is, and shall remain, the property of Authority. Consultant shall: (a) use all Confidential Information solely for the purpose of providing the Services described in this Agreement; (b) hold all Confidential Information in strict confidence; (c) protect all Confidential Information from dissemination to, and unauthorized access or use by, any third party, using the same level of care and discretion that it uses with its own similar information, which in no case will be less than commercially reasonable care; (d) restrict access to all Confidential Information to such of its personnel, agents, and/or subconsultants, if any, who have a need to have access in order to provide the Services and who are under obligations of confidentiality substantially similar to those in this Agreement; and (e) return or destroy all Confidential Information of the other Party in its possession upon termination or expiration of this Agreement and promptly confirm such return or destruction. Consultant shall not sell or make any unauthorized use of any Confidential Information. Consultant shall not be required to destroy Confidential Information held

electronically in archive or back-up systems in accordance with general systems archiving or backup policies or required for preservation by law, regulation, audit, data retention or corporate archival purposes or per regulatory, judicial or governmental order. All such retained Confidential Information shall be kept confidential by Consultant subject to and in accordance with the terms of this Agreement.

ARTICLE IV BOOKS AND RECORDS

4.1 Books and Records. Consultant shall keep and preserve for four (4) years after the date of final billing or termination of this Agreement, whichever shall first occur, accurate and detailed records of all ledgers, books of account, invoices, vouchers, cancelled checks, and other documents or records evidencing or relating to the Services and disbursements charged to Authority under this Agreement (collectively, “**Books and Records**”). All Books and Records shall be maintained in accordance with generally accepted accounting principles and must be sufficiently complete and detailed so as to permit an accurate evaluation of the Services provided by Consultant under this Agreement. Authority and its agents shall be given full access to such Books and Records during normal business hours. Authority and its agents shall have the right to make copies of any of the said Books and Records.

4.2 Work Product Documentation. Consultant further agrees to maintain all design calculations and final Work Product on file in legible and readily accessible form. In addition to the requirements of Section 3.2, Consultant shall make copies of such material available to Authority, at Authority’s sole cost and expense, and Consultant shall not destroy the originals of such materials and items, including any additions, amendments or modification thereto, unless Authority fails to object to such destruction upon Consultant providing Authority with sixty (60) days advance written notice, indicating that such material is scheduled to be destroyed.

ARTICLE V INDEPENDENT CONTRACTOR

5.1 Status. The Parties hereby acknowledge that in rendering the Services provided hereunder, Consultant shall be deemed to be an independent contractor and shall not be deemed in any way an agent, partner, or joint venturer of Authority. Consultant acknowledges and agrees that, as an independent contractor, it is solely responsible for the payment of any and all taxes and/or assessments imposed on account of payment to Consultant or the performance of Services by Consultant pursuant to this Agreement.

5.2 Agency Restrictions. Consultant understands and agrees that Consultant shall not represent itself to third parties to be the agent, employee, partner, or joint venturer of Authority. Furthermore, Consultant shall not make any statements on behalf of or otherwise purporting to bind the Authority in any contract or otherwise related agreement. Consultant further agrees and acknowledges that Consultant does not have the authority to and shall not sign any contract on behalf of Authority. Consultant shall not obligate Authority to do any other act that would bind Authority in any manner.

5.3 Further Assurances. Consultant shall furnish Authority with any documents or records that Authority reasonably believes necessary to carry out the Services. Authority shall first tender written notice to Consultant regarding any documents or records that it reasonably believes

necessary to carry out the Services. Consultant shall then have ten (10) days from the receipt of such notice to provide Authority with the requested documents or records.

ARTICLE VI TERMINATION

6.1 Termination. At any time during the Term of this Agreement, Authority may terminate this Agreement, in whole or in part, with or without cause, upon ten (10) working days' written notice to Consultant. Upon receipt of the termination notice, Consultant shall promptly discontinue Services except to the extent the notice otherwise directs. In the event Authority renders such written termination notice to Consultant, Consultant shall be entitled to compensation for all Services properly rendered prior to the effective date of the notice and all further Services set forth in the notice. Authority shall be entitled to reimbursement for any compensation paid in excess of Services properly rendered and shall be entitled to withhold compensation for defective Services or other damages caused by Consultant's work. Consultant acknowledges Authority's right to terminate this Agreement as provided in this Article VI, and hereby waives any and all claims for damages that might arise from Authority's termination of this Agreement. Consultant shall deliver to Authority and transfer title (if necessary) to all completed Work Product. Authority shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed Services, and shall not be entitled to damages or compensation for termination of Services.

ARTICLE VII [INTENTIONALLY OMITTED]

ARTICLE VIII PROJECT MANAGEMENT

8.1 Consultant's Representative. Jeff Herrin, Vice President ("**Consultant's Representative**") is hereby designated as the principal and representative of Consultant authorized to act on its behalf with respect to the Services specified herein and to make all decisions in connection herewith. Consultant shall not substitute Consultant's Representative without first notifying Authority in writing of Consultant's intent. Authority shall have the right to review the qualifications of said substitute. If Authority determines said substitute Consultant's Representative is unacceptable, Consultant shall submit alternate candidates until Authority determines the substitute Consultant Representative is acceptable.

8.2 Authority's Representative. Heather Dyer, Executive Director ("**Authority's Representative**"), is hereby designated to represent Authority and except as otherwise provided herein authorized to act on its behalf with respect to the Services specified herein and to make all decisions in connection therewith. Authority may substitute Authority's Representative at any time upon written notice to Consultant.

ARTICLE IX INDEMNIFICATION; LIMITATION OF LIABILITY

9.1 Indemnification. Consultant shall indemnify, defend, and hold harmless Authority

and Authority's directors, officers, employees, representatives, and authorized agents, from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, judgments, fines, penalties, and deficiencies, including attorneys' fees (collectively, "**Claims**"), arising out of or related to any acts or omissions, or goods, products, or services made, furnished, or otherwise provided, or alleged to be made, furnished, or otherwise provided, by Consultant or Consultant's employees, representatives, agents, subconsultants, contractors, subcontractors, suppliers, successors, permitted assigns, or anyone acting on behalf of Consultant in connection with the performance of the Services. Consultant's indemnification responsibility with respect to the Services shall exist and continue regardless of the extent to which Authority may have reviewed and approved the Services performed by Consultant, except that Consultant shall not be responsible for any Claim attributable to the Services to the extent such Claim is attributable to a decision made by Authority with respect to which Consultant and Authority have specifically agreed in writing that Authority shall be the responsible party. Consultant's indemnification obligations shall not be affected by any insurance provisions or limitations of liability contained in this Agreement. Consultant's indemnification obligations shall continue in full force and effect notwithstanding the completion, expiration, or other termination of this Agreement.

9.2 Limitation of Liability. AUTHORITY'S CUMULATIVE AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER ARISING UNDER CONTRACT OR BASED UPON A CLAIM OF STRICT LIABILITY, NEGLIGENCE, OR ANY OTHER TORT OR STATUTORY BASIS, SHALL BE LIMITED TO THE TOTAL PAYMENTS MADE BY AUTHORITY TO CONSULTANT HEREUNDER DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT UPON WHICH LIABILITY IS PREDICATED. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, OR AFFILIATES BE LIABLE FOR LOST PROFITS, LOST BUSINESS OPPORTUNITIES, LOST REVENUES, OR FOR EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, DELAY, INDIRECT, OR CONSEQUENTIAL DAMAGES OR THE LIKE, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF. THE PARTIES EACH ACKNOWLEDGE THAT THE FORGOING LIMITATION OF LIABILITY IS A MATERIAL CONDITION OF EACH PARTY'S WILLINGNESS TO ENTER INTO THIS AGREEMENT, AND THAT THE PARTIES WOULD NOT ENTER INTO THIS AGREEMENT BUT FOR SUCH LIMITATION.

ARTICLE X INSURANCE

10.1 Insurance. Consultant shall provide, pay for, and maintain in force at all times during the performance of the Services hereunder, the policies of insurance set forth below. Consultant shall provide original certificates of insurance and endorsements evidencing coverage on forms reasonably acceptable to Authority prior to commencing any Services under this Agreement and promptly upon request thereafter. The existence of the required insurance coverage under this Agreement shall not be deemed to satisfy, substitute for, or otherwise limit Consultant's indemnification obligations under this Agreement.

(a) Commercial General Liability Insurance covering liabilities for death and personal injury, liabilities for loss of or damage to property, and contractual indemnity obligations with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

(b) Automobile Liability Insurance for bodily injury or death and property damage, including coverage for owned, non-owned, leased, and hired auto, with a limit of \$1,000,000 per person and \$2,000,000 per occurrence.

(c) Workers' Compensation Insurance as required by applicable law.

(d) Employers' Liability Insurance with limit of \$1,000,000 per occurrence.

(e) Professional Liability Insurance/Errors and Omissions Liability Insurance appropriate to Consultant's profession, with limits of liability of \$2,000,000 each claim/annual aggregate.

10.2 Policy Requirements. All insurance policies required pursuant to this Agreement shall:

(a) Except for Worker's Compensation and Professional Liability insurances, all liability policies, include an additional insured endorsement at least as broad as ISO CG 2010 07 04 and consistent therewith including as additional insureds "Upper Santa Ana River Watershed Infrastructure Financing Authority and its directors, officers, employees, representatives, and authorized agents".

(b) Except for Professional Liability insurance, be on an "occurrence" basis, not a "claims-made" basis. The foregoing policies must contain an aggregate limit not less than the occurrence limit. The required limits may be satisfied by a combination of a primary policy and an excess or umbrella policy.

(c) Except for Worker's Compensation and Professional Liability insurances, be primary and non-contributory with any insurance programs carried by or available to Authority.

(d) Waive all rights of subrogation and contribution against Authority and its insurers.

(e) Provide that coverage shall not be revised, cancelled or reduced until at least thirty (30) days' written notice of such revision, cancellation or reduction shall have been given to Authority. In the event any policies of insurance are revised, cancelled or reduced, Consultant shall prior to the revision, reduction or cancellation date, or as soon as practicable, submit evidence of new insurance to Authority complying with this Agreement.

(f) Be issued by insurance companies which are qualified to do business in the State of California and which have a current rating of A-VIII or better in Best's Insurance Report.

10.3 Subconsultant Insurance. In the event Consultant subcontracts any portion of its performance, the agreement between Consultant and the subconsultant shall require the subconsultant to carry the same policies of insurance that Consultant is required to maintain pursuant to this Agreement.

ARTICLE XI REPRESENTATIONS AND WARRANTIES

11.1 Representations and Warranties. Each Party represents and warrants the following:

(a) Such Party is duly organized, validly existing, and in good standing under the laws of its state of formation or incorporation and has all requisite power and authority to conduct the business with which it conducts and proposes to conduct.

(b) All action on the part of such Party necessary for the authorization, execution, delivery, and performance of this Agreement, and the consummation of the transactions contemplated herein, has been properly taken and obtained in compliance with applicable law, as is consistent with the Standard of Care required under this Agreement.

(c) Such Party has not entered into nor will either enter into any agreement (whether written or oral) in conflict with this Agreement or which would prevent such Party from performing its obligations under this Agreement.

(d) Such Party has the contacts and expertise, and will reasonably allocate its financial and time resources on a reasonable efforts basis to enable it to perform its obligations hereunder.

ARTICLE XII MISCELLANEOUS

12.1 Entire Agreement. This Agreement contains the entire understanding between the Parties, and supersedes any prior understanding and/or written or oral agreements between them, respecting the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, by and between the Parties relating to the subject matter of this Agreement that are not fully expressed herein.

12.2 Assignment. Consultant may not assign its rights and obligations hereunder, in part or in whole, without the prior written consent of Authority, which consent may be granted or

withheld in Authority's sole discretion.

12.3 Succession. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns.

12.4 No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties.

12.5 Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

12.6 Notices. Any notice to be given or to be served upon either Party hereto in connection with this Agreement must be in writing and shall be deemed to have been given and received: (a) when personally delivered; (b) two (2) days after it is sent by Federal Express or similar overnight courier, postage prepaid and addressed to the Party for whom it is intended, at that Party's address specified below; (c) three (3) days after it is sent by certified or registered United States mail, return receipt requested, postage prepaid and addressed to the Party for whom it is intended, at that Party's address specified below; or (d) as of the date of electronic mail transmission addressed to the Party for whom it is intended, at that Party's electronic mail address specified below, and provided that an original of such notice is also sent to the intended addressee by means described in clauses (a), (b), or (c) within two (2) business days after such transmission. Either Party may change the place for the giving of notice to it by thirty (30) days prior written notice to the other Party as provided herein.

If to Authority: Upper Santa Ana River Watershed Infrastructure Financing Authority
Attn: Heather Dyer, Executive Director
380 East Vanderbilt Way
San Bernardino, CA 92408
Telephone: (909) 387-9253
E-Mail: heatherd@sbvmwd.com

If to Consultant: AECOM Technical Services, Inc.
Attn: Jeff Herrin
300 South Grand Suite 900
Los Angeles, CA 90071
Telephone: (916) 432-056
E-Mail: jeff.herrin@aecom.com

12.7 Governing Law; Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, excluding any choice of law provision that would apply the laws of any other jurisdiction. The Superior Court of the State of California in and for San Bernardino County shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each Party hereby consents to the jurisdiction of such court and waives any right it may otherwise have to challenge the appropriateness of such forum, whether on the basis of the doctrine of forum *non conveniens* or otherwise.

12.8 Waivers. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in

any way any rights arising by virtue of any prior or subsequent occurrence.

12.9 Amendment. Except as expressly provided otherwise herein, this Agreement may not be modified, altered, or changed in any manner whatsoever except by a written instrument duly executed by authorized representatives of both Parties.

12.10 Severability. If any provision of this Agreement shall be deemed or held to be invalid or unenforceable for any reason, such provision shall be adjusted, if possible, rather than voided, so as to achieve the intent of the Parties to the fullest extent possible. In any event, such provision shall be severable from, and shall not be construed to have any effect on, the remaining provisions of this Agreement, which shall continue in full force and effect.

12.11 Time of the Essence. Time is a material element in the performance of each and every provision or obligation of this Agreement.

12.12 Release of Information and Advertising. Consultant shall not, without the prior written consent of Authority, make any news release or other public disclosure regarding this Agreement.

12.13 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word “including” shall mean including without limitation.

12.14 Attorneys’ Fees. If any legal action is necessary to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorneys’ fees, reasonable expert witness fees, costs, and necessary disbursements in addition to any other relief to which that Party may be entitled.

12.15 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument. Signatures may be delivered electronically or by facsimile and shall be binding upon the Parties as if they were originals.

12.16 Force Majeure. Neither Party shall be responsible for a delay or disruption in, or inability to provide its respective performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by events or contingencies, existing or future, beyond the reasonable control of the claiming Party, including “acts of God,” abnormal weather conditions or other natural catastrophes, war (whether declared or not), terrorism, sabotage, computer viruses, civil unrest, strikes, lockouts or other industrial disturbances, pandemics, epidemics, health emergencies, virus (e.g., SARS Cov-2), disease (e.g. COVID-19), plague, changes in law or regulations, quarantine, travel restrictions, discovery of hazardous materials, differing or unforeseeable site conditions, acts of governmental agencies or authorities (whether or not such acts are made in response to other Force Majeure Events), or any other events or circumstances not within the reasonable control of the party affected, whether or not of a similar kind or nature to any of the foregoing (a “Force Majeure Event”). The Party seeking application of this provision shall notify the other Party in writing promptly upon learning of the impact of the

Force Majeure Event upon the notifying Party's performance of its obligations under this Agreement. Upon the occurrence of a Force Majeure Event, Consultant shall be entitled to an equitable adjustment to the project schedule and compensation sufficient to compensate Consultant for any increase in the time or costs necessary to perform the Services under this Agreement. Should a Force Majeure Event substantially prevent or be reasonably likely to substantially prevent Consultant's performance of the Services for more than thirty (30) days, then either Party shall be entitled to terminate this Agreement without breach. In case of such termination, Consultant shall be entitled to compensation for those Services properly performed as of the date of termination.

12.17 Exception to Dodd-Frank Act. Consultant's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Authority, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereby execute this Agreement as of the Effective Date.

AUTHORITY:

**UPPER SANTA ANA RIVER WATERSHED
INFRASTRUCTURE FINANCING AUTHORITY**

By: _____

Name: Heather Dyer

Its: Executive Director

CONSULTANT:

[_____]

By: _____

Name: _____

Its: _____

[Signature Page for Consulting Services Agreement]

EXHIBIT A

[Consultant's Proposal]

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TASK 0.0 WATERSHED CONNECT SUPPORT PROGRAM ADMINISTRATION

0.1 Project Management and Administration

- Provide oversight, manage communication, assign resources, and coordinate work efforts of the technical Consultant Team (WSC & AECOM). AECOM will also share information and communicate with the USAR WIFA financial advisor (separately contracted to the authority) as necessary to advance the program.
- Prepare monthly invoices, progress reports, and earned value analyses.
- Administer the USAR WIFA contract and subcontract with Water Systems Consulting.

Deliverable: Monthly invoice and progress report.

0.2 File Management

An electronic file management and communication system will enable the Consultant Team, USAR WIFA, and Project Owners to manage project documentation, deliverables, status, controls, correspondence, and document reviews throughout all phases of the Program. The Consultant Team recommends using a cloud-based file management platform (no additional licensing cost to the Authority is anticipated using this platform).

- Conduct preliminary setup and configuration of the file management system. User accounts will be created for the Consultant Team, USAR WIFA, and the Project Owners (San Bernardino Valley Municipal Water District, San Bernardino Valley Water Conservation District, Yucaipa Valley Water District, City of Colton Utility Authority, City of San Bernardino Municipal Water Department, Big Bear Area Regional Wastewater Agency, Western Municipal Water District, City of Riverside Public Utilities).
- Create file management and document control structures and populate background data.
- Coordinate and participate in up to two (2) thirty-minute training sessions for Project Owners.
- Prepare up to 20 minutes of instructional videos on how to use the navigation, tools and best management practices.

Deliverable: File Management Information System Setup and Best Practices Guide

0.3 Data Collection

- Generate data requests and track data. Including date received, contents, and format.
- It is assumed that Project Owner staff will provide all information in digital format.
- Maintain project files in electronic format in the file management system.

0.4 USAR WIFA and Project Owner Coordination

- Engage, collaborate, and coordinate with Project Owners.
- Plan, organize, and conduct bi-weekly Owner Coordination Meetings. The budget is based on twenty-six (26) 1-hour meetings via video conference. We have allowed for five participants on average. AECOM will provide an agenda and produce meeting minutes.

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- Facilitate and participate in up to three (3) site visits. A trip report will be provided via email.
- Includes a one-hour, virtual biweekly call with the USAR WIFA Project Manager (26 calls total). We have allowed for five participants on average.

Deliverable: Meeting agendas, meeting minutes, and trip reports

0.5 Programming for Subsequent Phases

- Collaborate with the Project Team to identify next steps and strategies necessary to complete subsequent phases of the Program.

TASK 1.0 CONSOLIDATE AND VERIFY PROJECT DETAILS

1.1 Meetings with Project Owners

- Hold two (2) 1.5-hour meetings with each Project Owner to discuss project drivers, objectives, strategies, details, status, stakeholders, funding source, environmental and permitting efforts, and any other needs for getting shovel-ready.

1.2 Project Status and Engineering Review

- Compile all available information on each project, including project background, supporting documentation, scope, schedule, budget, design status, and items discussed in Subtask 1.1.
- Identify outstanding risks, uncertainties, and key action items for each Project. Work with Project Owners to establish roles for evaluating risks, completing action items, and removing uncertainties.
- Perform a cursory review of design plans and specifications for each Project. Determine if additional engineering and design is necessary, and work with Project Owners to determine the preferred means of finishing the design, if applicable.

Deliverable: Project Status and Engineering Review Technical Memorandum

1.3 Cost Estimating Review

- Review cost estimating methods for each WATERSHED CONNECT Project seeking funding. Determine if additional cost estimating is necessary, and work with Project Owners to determine the preferred means of completing the cost estimate, if applicable.

Deliverable: Cost Estimating Review Technical Memorandum

1.4 Project Database

A Project Database will serve as the center for all project information related to Watershed Connect. The Project Database will ultimately integrate with a web-based portal to provide key information to the project stakeholders and the Public.

- Establish performance requirements, objectives, desired outcomes, and tools desired of the Project Database.

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- Design and construct the Project Database, including selection of the best platform suited to build the Database on. The cost of additional software licenses, if required, is excluded from the price proposal.
- Populate and update the Project Database with existing and new information, including but not limited to the following details:
 - (1) Project Owner
 - (2) Project Type
 - (3) Location
 - (4) Design Stage
 - (5) Environmental Stage
 - (6) Permitting Stage
 - (7) Project Costs, including total budget and dollars spent to date
 - (8) Funding and Financing Status
 - (9) Schedule
 - (10) Outreach and Communication Efforts
 - (11) Implementation Strategy
 - (12) Action Items

TASK 2.0 WIFIA LOAN APPLICATION

The AECOM Team will provide engineering and regulatory compliance analysis in support of the WIFIA loan application. AECOM will also compile supporting materials from USAR WIFA and its financial advisor to organize and upload the application to the US EPA website.

It's important to begin a dialog with EPA as soon as possible after the invitation to apply has been received, so that EPA can help the applicant avoid unnecessary time and cost overruns.

Once the JPA is invited to apply, it will have approximately 12 months to submit an application. Invitations to apply can be expected to be sent by EPA around October 22, 2021. *There will be fees due at the time the application is submitted to EPA, including, \$100,000 application fee, as well as the credit processing fee which will be charged at loan closing.*

Based on the size of this application, 21 projects and multiple financial partners, AECOM anticipates that considerable time will be needed to close the application.

2.1 EPA Coordination

- Establish contact with the EPA Underwriter and Transaction Team responsible for managing the WATERSHED CONNECT WIFIA Application process.
- Conduct bi-weekly 30-minute check-in conference calls with EPA throughout the duration of the application process.

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- Includes System for Awards Management (SAM) registration.

2.2 WIFIA Coordination with Project Owners

- Coordination with the Project Owners as necessary to address data gaps for the WIFIA application submittal.

2.3 Complete Application Section A – Key Applicant and Loan Information

- Coordinate with USAR WIFA to provide applicant information.
- Coordinate with Fieldman Rolapp (under separate contract to USAR WIFA) to provide financial information.

2.4 Complete Application Section B – Applicant Background

- Compile of required information, including Capital Improvement Plans, liabilities descriptions, system master plans, condition assessments, and organization charts.

2.5 Support Fieldman, Rolapp, and Associates, Inc. in Completing Section C – Financing Plan

- Collect and forward information to Fieldman Rolapp as appropriate to support the development of the financing plan.

2.6 Complete Application Section D – Federal Requirements Compliance

- Demonstrate compliance with NEPA, SRF environmental review, cross-cutter consultation agencies, and permit status.
- Complete forms and narrative of compliance with the Uniform Act.

2.7 Complete Application Section E – Contract Information

Coordinate with USAR WIFA to supply the appropriate contract information to US EPA. This information will, if available, be provided by others or prepared as funds are available under Optional Task 01.1. This information includes Project Map, Preliminary Engineering Report, Preliminary Design Report, Planning Document, Executed Contract Documents, Procurement Documents, Detailed project schedule(s), Engineer’s Cost Estimate associated with detailed project scope, Existing Operation and Maintenance Plan, Professional Service Contract or similar evidence of new Operation and Maintenance Plan to be developed, Risk Mitigation Plan/Matrix, Project Management Plan, Evidence of Experience with Similar Projects, Draft of Final Bid Specifications with required language, Sample of Final Bid Specifications with required language

Deliverable: Electronic Submittal of WIFIA Application

TASK 2.0 ASSUMPTIONS

- USAR WIFA will pay the \$100,000 WIFIA Application Fee due at time of application submittal and the Credit Processing Fee due at time of loan closing.

TASK 3.0 CWSRF LOAN GENERAL APPLICATION

3.1 SWRCB Coordination

- Establish contact with SWRCB staff responsible for managing the WATERSHED CONNECT SRF loan process.

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- Establish contact with senior SWRCB staff and Board Members to assist in application approval process.
- Conduct bi-weekly 30-minute check-in conference calls with SWRCB throughout the duration of the application process.

3.2 Complete General CWSRF Loan Application Package

- Complete a General Application for up to two projects in accordance with forthcoming guidance from the SWRCB.

Deliverable: Electronic Submittal of CWSRF Application Package(s)

Task 3.0 Assumptions

- The CWSRF application guidance has not been released yet. AECOM will develop a Plan of Study to support the application and identify Regional Water Quality Control Board requirements.
- AECOM will compile, but not otherwise review, other application requirements to be provided by others (e.g., USAR WIFA and Fieldman Rolapp), including certification for compliance with water metering, authorizing resolution/ordinance, the joint powers agreement, audited financial statements, rate adoption resolution/ordinance, existing related debt, and pledged revenues/funds.
- The budget assumes a total of 247 hours to complete the CWSRF General Application based on engineering and environmental compliance tasks consistent with Plan of Study requirements for previous CWSRF General Applications.

TASK 4.0 PROGRAM IMPLEMENTATION PLAN

4.1 Evaluate Potential Funding Programs and Opportunities

- Screen applicable sources based on eligibility criteria, funding availability, Program and beneficial use goals and objectives, and program constraints. Funding and financing programs that may be evaluated include:

Federal Programs

- (1) United States Environmental Protection Agency (USEPA) Water Infrastructure Finance and Innovation Act (WIFIA) – **Application being prepared under Scope Item 2.0**
- (2) USEPA Water Infrastructure Improvements for the Nation (WIIN) Act
 - (a) Drinking Water Assistance for Small, Underserved, Disadvantaged Communities (SUDAC)
 - (b) Reducing Lead in Drinking Water (LEAD)
- (3) USEPA Sewer Overflow and Stormwater Reuse Municipal Grants (OSG) Program
- (4) United States Army Corps of Engineers (USACE) Clean Water Act Section 219 (CWA - 219)
- (5) United States Bureau of Reclamation (USBR) WaterSMART Grants

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- (a) Drought Response Program (DRP)
- (b) Water and Energy Efficiency Grants (WEEG)
- (c) Cooperative Watershed Management Program (CWMP)
- (d) Title XVI – Water Reclamation and Reuse (Title XVI)
- (e) Environmental Water Resource Projects (EWRP)
- (6) Federal Emergency Management Agency (FEMA) Hazard Mitigation Assistance Grants
 - (a) Building Resilient Infrastructure and Communities (BRIC)
 - (b) Hazard Mitigation Grant Program (HMGP)
 - (c) Flood Mitigation Assistance Grant Program (FMGP)

California Programs

- (1) Department of Water Resources (DWR) Integrated Regional Water Management (IRWM)
 - (2) State Water Resources Control Board (SWRCB) Water Recycling Funding Program (WRFP)
 - (3) SWRCB Clean Water State Revolving Fund (CWSRF) – **General Application being prepared under Scope Item 3.0**
 - (4) SWRCB Drinking Water State Revolving Fund (DWSRF)
 - (5) Office of Emergency Services (Cal OES) Hazard Mitigation Grant Program
 - (6) Infrastructure and Economic Development Bank (iBank) Infrastructure State Revolving Fund (ISRF)
 - (7) Department of Fish and Wildlife (CDFW) Habitat Conservation Programs (Habitat)
 - (8) Wildlife Conservation Board (WCB) Grant Programs
 - (9) Office of Business and Economic Development (GO-Biz) Community Economic Resilience Fund (CERF)
- Create a matrix of Projects and funding sources that shows the funding sources that each Project Owner is seeking out independently of USAR WIFA.
 - Contact the lead agency of each funding and financing program to confirm eligibility of Projects.
 - Create a project packaging approach that identifies how Projects could be grouped together in funding applications, feasibility studies, and letters of interest. Consider if multiple applications should be completed for the same funding source based on Project type and Project objectives, or if a single application should be completed for all eligible Projects in WATERSHED CONNECT.
 - Incorporate all funding and financing portfolio data and decisions into the Project Database.

4.2 NEPA Compliance Plan

Compliance with NEPA is one of the requirements for a WIFIA loan that will need to be addressed in the application. An expedited plan is needed to determine the preferred approach and level of effort to

SCOPE OF WORK

WATERSHED CONNECT WIFIA and CWSRF Applications and Implementation Plan

complete a draft NEPA (or NEPA/CEQA) document within an agreed schedule. It will be especially important to identify what supporting technical studies (e.g., air quality/greenhouse gas/energy analysis, cultural/paleo/tribal resource assessment, noise studies, etc.) must be completed to support a programmatic NEPA document. This effort will include a project-by-project analysis of the information available to support the environmental analysis to determine if any projects should be deferred to a later phase of WIFIA due to a lack of supporting information.

- Based on intending to apply for CWSRF and WIFIA funding, it is assumed that preparation of California Environmental Quality Act Plus (CEQA+) and National Environmental Policy Act (NEPA) documentation will be required for each Project.
- The preferred approach is to prepare a combined Programmatic Environmental Impact Report (EIR)/Environmental Impact Statement (EIS) which will cover all environmental requirements at the program level. The Consultant Team will evaluate the feasibility of a single combined document to cover all environmental requirements at the program level. If this approach is not feasible, the Consultant Team will prepare an alternative approach for meeting program level environmental requirements.
- Create a plan for meeting project level environmental requirements to be completed to following the preparation of programmatic environmental documents. Determine if grouping of multiple projects into single project level documents is feasible. Identify whether USAR WIFA or Project Owners will be responsible for completing each project level environmental document.
- Two workshops are planned with the Project Owners to discuss and facilitate the collection of data and refine the approach for the EIR/EIS (including concurrence on which projects will be included in the draft programmatic document for this phase of WIFIA).
- An additional six (6) virtual calls (1.5 hours each) are planned with individual Project Owners to clarify compliance status and assumptions.
- A draft and final NEPA/CEQA Compliance Plan will be delivered in advance of the Implementation Plan to expedite progress on NEPA/CEQA compliance under Optional Task 2.0.
- Track NEPA decisions and progress in the Project Database.

Deliverable: Draft and Final CEQA/NEPA Implementation Plan and Cost (to be provided in advance of the full Implementation Plan)

4.3 Identify Permit Requirements

- Coordinate with Project Owners to identify ongoing and completed environmental documentation efforts.
- Identify required Federal, State, and local permits required for each Project.
- Coordinate with Project Owners on any ongoing permitting efforts. Compile all remaining permitting efforts.

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4.4 Project Delivery Plan

- Evaluate Projects for readiness to construct based on status of design, funding, and environmental coverage. Determine the steps required to move each Project to shovel-ready conditions.
- Identify further design and cost estimating needs.
- Identify land acquisition requirements.
- Recommend packages of projects that can be potentially constructed under single construction contracts.
- Recommend procurement and delivery strategies for each project, including both design-bid-build and progressive design-build.
- Track project implementation strategies, decisions, needs, and progress in the Project Database.

Any opinions of probable costs provided by AECOM represent AECOM's good faith professional judgment in light of its experience, knowledge and the information reasonably available to AECOM at the time of preparation of the opinion. However, since AECOM has no control over the market, economic conditions or the bidding procedures, AECOM, its directors, officers and employees and subconsultants do not make any guarantees or warranties whatsoever, whether express or implied, with respect to such opinions and accept no responsibility for any loss or damage arising therefrom or in any way related thereto. Any reliance upon such opinions, whether by WIFIA, JPA, or third parties, do so at the relying party's own sole risk.

4.5 Program Implementation Plan

Prepare a preliminary Program Implementation Plan that includes:

- Project fact sheets: A 1 -page fact sheet for each project that summarizes key details, benefits, and the status of the project, to be generated from fields in the Project Database.
- Program schedule: An overall program schedule with sub-schedules for each project. Program schedule shall include project grouping/sequencing, funding/financing, environmental review and permitting, procurement, design, construction, and commissioning.
- Program budget: An updated program budget that includes latest cost estimates from project proponents and includes all hard and soft costs for each project, including in-kind contributions.
- Project delivery plan: summary of proposed project delivery plan including program structure, team roles and responsibilities and procurement strategies/recommendations
- Project database: Complete database as described in prior tasks
- Infographic: Map based infographic that depicts the scope and budget of the various projects, and showcases the interrelationships and cumulative benefits of the integrated program

Deliverable: Draft and Final Program Implementation Plan

TASK 5.0 COMMUNICATION AND OUTREACH

5.1 Website and Program Messaging

- Develop an engaging, interactive, and accessible webpage to manage program information.

SCOPE OF WORK

WATERSHED CONNECT WIFIA and CWSRF Applications and Implementation Plan

- Draft program messaging that is aligned with funding priorities.

5.2 Marketing and Media Strategy

- Develop a Media Strategy to feature Watershed Connect in local, regional, and national publications.
- Draft content to support media strategy, including press releases, opinion editorials, interview talking points, and more.
- Create bi-monthly stories, announcements and features highlighting program, and project milestones.
- Seek unique opportunities to increase program awareness, including industry presentations, panel discussions, academic publications, and guest speaking at regional meetings.

5.3 Community Engagement Strategy

- Develop a strategy to keep program supporters involved and engaged.
- Demonstrate community values by communicating program success stories, tailored metrics, and updates with key supporters.
- Seek new partnerships for future funding opportunities.
- Produce materials to support community outreach (thank-you notes, newsletter updates)
- Plan events to connect including facility tours, open houses, mixers and more.
- Record strategies, events, public interactions and comments, and key partnerships in the Project Database.

5.4 Branded Materials

- Develop print branded outreach materials, including brochures, fact sheets, postcards.
- Design digital marketing materials, including social media posts, videos, and template presentations.

5.5 As-Needed Outreach Activities

- Conduct as-needed outreach activities as directed by USAR WIFA staff. Budget assumes a Subtask allowance of 40 hours.

5.6 Federal and State Advocacy

- Coordinate with USAR WIFA and the individual agencies for outreach to State and Federal legislators

OPTIONAL TASK 1.0 AS-NEEDED ENGINEERING AND COMPLIANCE SERVICES

O1.1 Engineering Support

- Provide engineering design services to assist Project Owners in preparing construction documents.

O1.2 Cost Estimating Support

- Provide cost estimating services to assist Project Owners in preparing opinions of probable cost.

SCOPE OF WORK

WATERSHED CONNECT WIFIA and CWSRF Applications and Implementation Plan

01.3 Environmental and Permitting Support

- Support ongoing permitting efforts.
- Support ongoing environmental documentation efforts.

Optional Task 1.0 Assumptions

All activities as mutually agreed by USAR WIFA and AECOM. Budget assumes a total Task allowance of 216 hours for Item 01.1, 148 hours for Item 01.2, and 44 hours for Item 01.3. Once AECOM reaches this total Task allowance, AECOM will stop further Services pending a Change Order to adjust the budget and schedule for the continued performance of the Services.

OPTIONAL TASK 2.0 PREPARE CEQA+ AND NEPA PROGRAMMATIC EIS/EIR

CEQA/NEPA compliance will be required to close the WIFIA loan; however, it will be necessary for the Consultant Team to review the existing information for the individual projects prior to determining the cost for a programmatic EIS/EIR. The assumptions and estimate to support this task will therefore be prepared following the completion of Task 4.2. Task 4.2 will be expedited to determine the required tasks for CEQA and NEPA compliance within the required deadlines.

Optional Task 2.0 Assumptions

Should the activities for Optional Task 2.0 require an extension of the period of performance to greater than 13 months, the Consultant Team would have an opportunity to escalate hourly rates.

OPTIONAL TASK 3.0 ADDITIONAL SRF SUPPORT

- Complete a General Application for up to two projects in accordance with forthcoming guidance from the SWRCB.

Deliverable: Electronic Submittal of CWSRF Application Package(s)

Task 3.0 Assumptions

- The CWSRF application guidance has not been released yet. AECOM will develop a Plan of Study to support the application and identify Regional Water Quality Control Board requirements.
- AECOM will compile, but not otherwise review, other application requirements to be provided by others (e.g., USAR WIFA and Fieldman Rolapp), including certification for compliance with water metering, authorizing resolution/ordinance, the joint powers agreement, audited financial statements, rate adoption resolution/ordinance, existing related debt, and pledged revenues/funds.
- The budget assumes a total of 492 hours to complete the CWSRF General Application based on engineering and environmental compliance tasks consistent with Plan of Study requirements for previous CWSRF General Applications.

SCOPE OF WORK

WATERSHED CONNECT WIFIA and CWSRF Applications and Implementation Plan

OPTIONAL TASK 4.0 PREPARE FUNDING AND FINANCING PLAN

- Work with the Project Team to recommend and prioritize funding and financing sources based on Project eligibility, likelihood of selection, level of effort required, application fees, and application milestone and deadline schedule. It is assumed that the financial advisor to USAR WIFA will evaluate the appropriate funding amounts, funding types (grant versus loan), and financing terms.
- Prepare a conceptual funding model for each Project including funding sources to pursue and expected funding amounts, and prepare a workplan for completing the selected funding and financing applications, feasibility studies, and letters of interest, including schedule, staffing resources, and budget.

OPTIONAL TASK 5.0 PREPARE ENVIRONMENTAL COMPLIANCE AND PERMITTING PLAN

- Identify opportunities to cover multiple Projects under single permits and create a project grouping strategy.
- Compile permitting agency contact information, application requirements, lead times, and critical path tasks for each permit.
- Track permitting requirements and progress in the Project Database.

Global Assumptions

- This scope of work applies to the 21 projects that were included in the WIFIA Letter of Interest submitted to the US EPA on July 23, 2021. Where “each project” is referred to throughout this scope, it refers to the 21 projects that are included in Table 1, which was included in section B1 of the WIFIA Letter of Interest.

Table 1: WATERSHED CONNECT Phase 1 Projects

| Project | Construction Phase | Location | Purpose |
|---|--------------------|---------------------|--|
| Acquisition of Greenspot Pump Station | 2023 | Upper SAR Watershed | Improved conveyance for resilient supply |
| Central Feeder – EBX Intertie | 2022-2023 | Upper SAR Watershed | Improved conveyance for resilient supply |
| Lytle Creek/Cajon Creek Mitigation Lands | 2022-2024 | Upper SAR Watershed | Shared mitigation for program features |
| Rialto Channel Habitat Restoration | 2023-2024 | Upper SAR Watershed | Shared mitigation for program features |
| SAR Sustainable Parks & Tributaries Water Reuse (Purple Pipe) | 2023-2024 | Upper SAR Watershed | Shared mitigation and improved conveyance for resilient habitat and municipal water supply |

SCOPE OF WORK

WATERSHED CONNECT WIFIA and CWSRF Applications and Implementation Plan

| Project | Construction Phase | Location | Purpose |
|---|--------------------|---------------------|---|
| Cactus Basin Connector Pipeline | 2023-2024 | Upper SAR Watershed | Recharge to Rialto-Colton Subbasin |
| Regional Recycled Water System Phase 1 | 2023-2024 | Upper SAR Watershed | Recycled water to augment current water supply and recharge to San Bernardino Subbasin |
| Enhanced Recharge Phase 1B | 2023-2024 | Upper SAR Watershed | Recharge to San Bernardino Subbasin |
| Enhanced Recharge Phase 1A Liner | 2023-2024 | Upper SAR Watershed | Recharge to San Bernardino Subbasin |
| Calimesa Aquifer Storage & Recovery (ASR) Project Phase 1 | 2023-2025 | Upper SAR Watershed | Purified recycled water recharge to Yucaipa Subbasin and recovery facilities; decreases dependence on deliveries from San Bernardino subbasin or imported state water. |
| Calimesa Regional Recycled Water Pipeline Project | 2021-2022 | Upper SAR Watershed | Conveyance of purified recycled water from plant to recharge facilities and improved recycled water distribution. Decreases dependence of deliveries from San Bernardino subbasin or imported state water. |
| R-1 2.5 Recycled Water Reservoir | 2023-2024 | Upper SAR Watershed | Equalization of purified recycled water from plant to recharge facilities and improved recycled water distribution |
| Wochholz Regional Water Recycling Facility Energy Resiliency Project | 2021-2022 | Upper SAR Watershed | Energy resiliency for program feature |
| Yucaipa Valley Regional Water Filtration Facility Energy Resiliency Project | 2021-2022 | Upper SAR Watershed | Energy resiliency for program feature |
| Salinity & Groundwater Enhancement Project | 2022-2024 | Upper SAR Watershed | Produce low salinity recycled water to improve Yucaipa Subbasin water quality through recharge; decreases dependence of deliveries from San Bernardino subbasin or imported state water. |
| City of Colton Wastewater Treatment Plant Upgrade & Expansion Project | 2022-2024 | Upper SAR Watershed | Treated water available for recharge to Rialto-Colton and San Bernardino Subbasins |
| Lytle Creek. Recharge Basins and Habitat | 2023-2027 | Upper SAR Watershed | In basin recharge and shared mitigation for program features |
| R-10.3 Recycled Water Booster to R-1 1.4 Recycled Water Reservoir | 2023-2025 | Upper SAR Watershed | Conveyance and equalization of purified recycled water from plant to recharge facilities and improved recycled water distribution; decreases dependence on deliveries from San Bernardino subbasin or imported water. |

SCOPE OF WORK

WATERSHED CONNECT WIFIA and CWSRF Applications and Implementation Plan

| Project | Construction Phase | Location | Purpose |
|---|---------------------------|---------------------|--|
| 24" Recycled Water Pressure Zone 11 Regional Pipeline | 2023-2025 | Upper SAR Watershed | Conveyance of purified recycled water from plant to recharge facilities and improved recycled water distribution; decreases dependence on deliveries from San Bernardino subbasin or imported water. |
| 3.0 MG R-11.4 Recycled Water Reservoir | 2022-2024 | Upper SAR Watershed | Equalization of purified recycled water from plant to recharge facilities and improved recycled water distribution. Decreases dependence on deliveries from San Bernardino subbasin or imported water. |
| SAR Center for Headwaters Resilience and Watershed Sustainability - Multipurpose Area | 2022-2024 | Upper SAR Watershed | Land acquisition for headwaters protection management and educational activities; future construction of the educational center is excluded from the WIFIA loan. |

EXHIBIT “B”

[Compensation]

WATERSHED CONNECT WIFIA and CWSRF Applications and Implementation Plan
AECOM - Basis of Fee Summary

| Task No. | Task Description | AECOM Labor Hours | WSC Labor Hours | Total Labor Hours | AECOM Labor Total (\$) | AECOM ODCs (\$) | Subs Labor Total (\$) | Subs ODCs (\$) | Total Cost (\$) |
|---|---|-------------------|-----------------|-------------------|------------------------|-----------------|------------------------------|------------------|---------------------|
| WATERSHED CONNECT WIFIA and CWSRF Applications and Implementation Plan | | | | | | | | | |
| Task 0.0 - Program Administration | | | | | | | | | |
| 0.1 | Project Management and Administration | 152 | 120 | 272 | \$33,544 | \$0 | \$26,870 | \$1,100 | \$61,514 |
| 0.2 | Information Management with SharePoint | 20 | 106 | 126 | \$4,520 | \$0 | \$20,750 | \$800 | \$26,070 |
| 0.3 | Data Collection | 38 | 32 | 70 | \$6,960 | \$0 | \$6,120 | \$200 | \$13,280 |
| 0.4 | USAR WIFIA and Project Owner Coordination | 134 | 196 | 330 | \$29,968 | \$0 | \$50,280 | \$2,000 | \$82,248 |
| 0.5 | Programming for Subsequent Phases | 40 | 36 | 76 | \$8,480 | \$0 | \$9,690 | \$400 | \$18,570 |
| | TASK 0.0 TOTALS | 384 | 490 | 874 | \$83,472 | \$0 | \$113,710 | \$4,500 | \$201,682 |
| Task 1.0 - Consolidate and Verify Project Details | | | | | | | | | |
| 1.1 | Meetings with Project Owners | 26 | 144 | 170 | \$7,528 | \$0 | \$31,320 | \$1,300 | \$40,148 |
| 1.2 | Project Status and Engineering Review | 184 | 206 | 390 | \$31,340 | \$0 | \$37,590 | \$1,500 | \$70,430 |
| 1.3 | Cost Estimating Review | 130 | 12 | 142 | \$23,336 | \$0 | \$3,610 | \$100 | \$27,046 |
| 1.4 | Comprehensive Project Database | 5 | 132 | 137 | \$954 | \$0 | \$27,620 | \$1,100 | \$29,674 |
| | TASK 1.0 TOTALS | 345 | 494 | 839 | \$63,158 | \$0 | \$100,140 | \$4,000 | \$167,298 |
| Task 2.0 - WIFIA Loan Application | | | | | | | | | |
| 2.1 | EPA Coordination | 30 | 16 | 46 | \$8,008 | \$0 | \$3,660 | \$100 | \$11,768 |
| 2.2 | Project Owner Coordination | 56 | 0 | 56 | \$14,768 | \$2,112 | \$0 | \$0 | \$16,880 |
| 2.3 | Complete Application Section A – Key Applicant and Loan Information | 103 | 12 | 115 | \$24,216 | \$1,232 | \$2,320 | \$100 | \$27,868 |
| 2.4 | Complete Application Section B – Applicant Background | 83 | 36 | 119 | \$18,840 | \$500 | \$6,960 | \$300 | \$26,600 |
| 2.5 | Support Fieldman, Rolapp, and Associates, Inc. in Completing Section C – Financing Plan | 35 | 36 | 71 | \$8,792 | \$500 | \$6,960 | \$300 | \$16,552 |
| 2.6 | Complete Application Section D – Federal Requirements Compliance | 63 | 36 | 99 | \$13,960 | \$500 | \$6,960 | \$300 | \$21,720 |
| 2.7 | Complete Application Section E – Contract Information | 116 | 60 | 176 | \$26,432 | \$1,000 | \$11,600 | \$500 | \$39,532 |
| | TASK 2.0 TOTALS | 486 | 196 | 682 | \$115,016 | \$5,844 | \$38,460 | \$1,600 | \$160,920 |
| Task 3.0 - CWSRF Loan General Application (up to 2 submittals) | | | | | | | | | |
| 3.1 | SWRCB Coordination | 31 | 24 | 55 | \$8,064 | \$0 | \$6,740 | \$300 | \$15,104 |
| 3.2 | Complete General CWSRF Loan Application Package (Plan of Study and RWQCB Requirements) | 158 | 34 | 192 | \$33,912 | \$1,500 | \$5,790 | \$200 | \$41,402 |
| | TASK 3.0 TOTALS | 189 | 58 | 247 | \$41,976 | \$1,500 | \$12,530 | \$500 | \$56,506 |
| Task 4.0 - Program Implementation Plan | | | | | | | | | |
| 4.1 | Evaluate Funding Programs and Opportunities | 12 | 232 | 244 | \$2,784 | \$0 | \$44,000 | \$1,800 | \$48,584 |
| 4.2 | NEPA Compliance Plan | 145 | 38 | 183 | \$24,788 | \$0 | \$7,630 | \$300 | \$32,718 |
| 4.3 | Permit Identification | 184 | 62 | 246 | \$25,936 | \$0 | \$11,350 | \$500 | \$37,786 |
| 4.4 | Project Delivery Plan | 46 | 108 | 154 | \$11,464 | \$0 | \$24,260 | \$1,000 | \$36,724 |
| 4.5 | Program Implementation Plan | 80 | 208 | 288 | \$19,272 | \$0 | \$39,020 | \$1,600 | \$59,892 |
| | TASK 4.0 TOTALS | 467 | 648 | 1,115 | \$84,244 | \$0 | \$126,260 | \$5,200 | \$215,704 |
| Task 5.0 - Communication and Outreach | | | | | | | | | |
| 5.1 | Website and Program Messaging | 15 | 53 | 68 | \$3,228 | \$0 | \$11,650 | \$500 | \$15,378 |
| 5.2 | Marketing and Media Strategy | 6 | 46 | 52 | \$1,500 | \$0 | \$11,140 | \$400 | \$13,040 |
| 5.3 | Community Engagement Strategy | 6 | 87 | 93 | \$1,500 | \$0 | \$19,960 | \$800 | \$22,260 |
| 5.4 | Branded Materials | 5 | 107 | 112 | \$1,216 | \$0 | \$20,180 | \$800 | \$22,196 |
| 5.5 | As-Needed Outreach Activities | 2 | 40 | 42 | \$412 | \$0 | \$7,700 | \$300 | \$8,412 |
| 5.6 | Federal and State Advocacy | 19 | 38 | 57 | \$4,968 | \$0 | \$8,810 | \$400 | \$14,178 |
| | TASK 5.0 TOTALS | 53 | 371 | 424 | \$12,824 | \$0 | \$79,440 | \$3,200 | \$95,464 |
| | | | | | | | Subcontractor Fee Mark-up**: | | \$14,686 |
| | BASE TASK TOTALS | 1,924 | 2,257 | 4,181 | \$400,690 | \$7,344 | \$470,540 | \$19,000 | \$912,260 |
| Optional Tasks 1.0 - As-Needed Engineering and Compliance Services | | | | | | | | | |
| O1.1 | Engineering Support | 124 | 100 | 224 | \$23,648 | \$0 | \$24,100 | \$1,000 | \$48,748 |
| O1.2 | Cost Estimating Support | 124 | 32 | 156 | \$26,888 | \$0 | \$7,320 | \$300 | \$34,508 |
| O1.3 | Environmental and Permitting Support | 52 | 0 | 52 | \$9,776 | \$0 | \$0 | \$0 | \$9,776 |
| O1.4 | SRF | 406 | 86 | 492 | \$91,350 | \$0 | \$15,310 | \$600 | \$107,260 |
| O1.5 | Prepare Funding and Financing Plan | 8 | 96 | 104 | \$2,208 | \$0 | \$16,980 | \$700 | \$19,888 |
| O1.6 | Prepare Permitting Plan | 170 | 42 | 212 | \$19,280 | \$0 | \$7,790 | \$300 | \$27,370 |
| | OPTIONAL TASK 1.0 TOTALS | 884 | 356 | 1,240 | \$173,150 | \$0 | \$71,500 | \$2,900 | \$247,550 |
| | | | | | | | Subcontractor Fee Mark-up**: | | \$2,232 |
| | OPTIONAL TASK TOTALS | 884 | 356 | 1,240 | \$173,150 | \$0 | \$71,500 | \$2,900 | \$249,782 |
| | TOTAL | 2,808 | 2,613 | 5,421 | \$ 573,840 | \$ 7,344 | \$ 542,040 | \$ 21,900 | \$ 1,162,042 |

**AECOM 3% G&A mark-up for sub-contracted services