



MWWDPROG



2007000616

AGREEMENT NUMBER 01-809-550-0
LOAN NUMBER: C-06-4703-110

1. This Agreement is entered into between the State Agency and the Contractor named below:
STATE AGENCY'S NAME
State Water Resources Control Board
CONTRACTOR'S NAME
City of San Diego
2. The term of this Agreement is: **June 14, 2001** through **June 13, 2021**
3. The maximum amount of this Agreement is: **\$ 12,111,202.00 - Twelve million one hundred eleven thousand two hundred two dollars.**
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A – Scope Of Work	8 page(s)
Exhibit B – Budget Detail And Payment Provisions	5 page(s)
Exhibit C – General Terms And Conditions	4 page(s)
Exhibit D – Local Match Installment Sale Agreement Special Conditions	1 page(s)
Exhibit E – Approval To Award Letter	4 page(s)
Exhibit F – Approved Plans And Specifications	1 page(s)
Exhibit G – Plans And Specifications Approval Letter	7 page(s)
Exhibit H – Facilities Plan Approval Letter	6 page(s)
Exhibit I – SRF Loan Preliminary Installment Payment Schedule	2 page(s)
Exhibit J – Schedule Of System Obligations	14 page(s)
Exhibit K – Tax Covenants	5 page(s)
Exhibit L – N/A	0 page(s)
Exhibit M – SWRCB Special Terms And Conditions	5 page(s)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of San Diego

BY (Authorized Signature)

DATE SIGNED (Do not type)

2.3.03

PRINTED NAME AND TITLE OF PERSON SIGNING

George I. Loveland, Senior Deputy City Manager

ADDRESS

**9192 Topaz Way
San Diego, CA 92123**

STATE OF CALIFORNIA

AGENCY NAME

State Water Resources Control Board

BY (Authorized Signature)

DATE SIGNED (Do not type)

2/14/03

PRINTED NAME AND TITLE OF PERSON SIGNING

Bill Brown, Chief, Division of Administrative Services

ADDRESS

1001 I Street, Sacramento, CA 95814

California Department of
General
Services Use Only

APPROVED

FEB 26 2003

DEPT OF GENERAL SERVICES

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK

SECTION 1. PROJECT DESCRIPTION.

The Project, commonly known as the **San Diego Environmental Lab Project** generally consists of the **construction of a two-story, approximately 37,000 square foot building on a seven-acre site and a pier/boat dock within the adjacent boat channel**, as more particularly described in the Local Match financing application of the Agency and the approved plans and specifications (see Exhibits F and G) for the Project.

SECTION 2. OFFICIAL REPRESENTATIVES

- (1) The SWRCB Local Match Assistance Coordinator shall be the Division Chief of the Division of Clean Water Programs.
- (2) The SWRCB Local Match Assistance Coordinator shall be the SWRCB's representative for administration of the Agreement and shall have authority to make determinations and findings with respect to any controversy arising under or in connection with interpretation of the Agreement.
- (3) The Agency's Authorized Representative shall be **Mr. George I. Loveland, Senior Deputy City Manager** or his/her designee, who shall administer the Agreement and who shall have full authority to act on behalf of the Agency, including authority to execute disbursement requests. All communications given to the Agency representative shall be as binding as if given to the Agency.
- (4) Either party may change its Official Representative upon written notice to the other party.

SECTION 3. GENERAL AGENCY COMMITMENTS.

The Agency accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and commitments made by the Agency in its application, accompanying documents, and communications filed in support of its request for financing assistance.

SECTION 4. STATE MATCH ACCOUNT.

The Agency will establish a local state match account. The Agency will deposit sufficient funds in the account to make payments to its contractor(s) in an amount equal to the percentage of federal contributions required by the Federal Clean Water Act to be matched with state funds (currently 16.667%) and will include the required state match amount in all payments made to the contractor(s).

SECTION 5. COMPLETION OF PROJECT.

The Agency agrees to expeditiously proceed with and complete construction of the Project in substantial accordance with Project plans and specifications approved by the SWRCB.

SECTION 6. PROJECT CERTIFICATION.

One year after initiation of operations, the Agency shall certify to the SWRCB whether or not the Project, as of that date, meets applicable design specifications and effluent limitations. If the Agency cannot certify that the Project meets such specifications and limitations at that time, the Agency will, at its own expense and in a timely manner, expeditiously make all needed corrections and perform all additional work necessary to allow affirmative certification for the Project.

EXHIBIT A – SCOPE OF WORK

Failure to submit an affirmative certification within 15 months, or a corrective action report that meets the above requirements and is satisfactory to the Division within 15 months, of the Project Completion date will result in an interest penalty of the lesser of 12% per annum or the highest rate permitted under law being assessed on the outstanding balance due.

SECTION 7. FEDERAL OR STATE ASSISTANCE.

If federal or state funding for Project Costs is made available to the Agency from sources other than the CWSRF, the Agency may retain such funding up to an amount which equals the Agency's local share of Project Costs. To the extent allowed by requirements of other funding sources, any funding received in excess of the Agency's local share, not to exceed the total amount of the CWSRF financing assistance, shall be remitted to the SWRCB to be applied to Installment Payments due hereunder.

SECTION 8. REVENUE PROGRAM.

The Agency agrees to prepare and provide an acceptable final Revenue Program to the Division at the time of 90 percent disbursement of Project Costs. Further disbursements may be withheld until an acceptable final Revenue Program is submitted. The Agency further agrees to periodically review and modify the Revenue Program as necessary to assure reasonable adequacy of the Revenue Program. The final Revenue Program and all modifications thereof shall be consistent with applicable guidelines and shall be to the reasonable satisfaction of the Division. The Division may review the Agency's records to assure compliance with the approved Revenue Program at any time during the useful life of the Project.

SECTION 9. USER CHARGE SYSTEM.

The Agency shall adopt and maintain in effect a user charge system which at all times complies with the requirements of Section 204(b)(1) of the federal Clean Water Act and applicable federal and state rules, regulations and guidelines.

SECTION 10. OPERATION AND MAINTENANCE; INSURANCE.

The Agency agrees to properly staff, operate and maintain all portions of the Project during its useful life in accordance with all applicable state and federal laws, rules and regulations.

The Agency will procure and maintain or cause to be maintained insurance on the System with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the System) as are usually covered in connection with systems similar to the System. Such insurance may be maintained by the maintenance of a self-insurance plan so long as any such plan provides for (i) the establishment by the Agency of a separate segregated self-insurance fund funded in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program.

In the event of any damage to or destruction of the System caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the System. The Agency shall begin such reconstruction, repair or replacement as expeditiously as possible, and shall pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same shall be completed and the System shall be free and clear of all claims and liens. If such net proceeds are insufficient to enable

EXHIBIT A – SCOPE OF WORK

the Agency to pay all remaining unpaid principal portions of the Installment Payments, the Agency shall provide additional funds to restore or replace the damaged portions of the System.

SECTION 11. USEFUL LIFE OF PROJECT.

For purposes of this Agreement, the parties agree that the useful life of the Project is at least 20 years from and after Project Completion.

SECTION 12. AWARD OF CONSTRUCTION CONTRACTS; NOTIFICATION OF AWARD AND INITIATION OF CONSTRUCTION.

- (A) The Agency agrees to award the prime construction contract within 180 days (six months) after issuance of the Agreement. An extension may be granted by the Division.
- (B) The Agency agrees to promptly notify the Division in writing both of the award of the prime construction contract for the Project and of Initiation of Construction of the Project. The Agency has established November 7, 2003 as the estimated Completion of Construction date. The Agency agrees to make all reasonable efforts to complete construction in substantial conformance with the terms of the contract by this date. Such date shall be binding upon the Agency unless modified in writing by the Division upon a showing of good cause by the Agency. Extension of the Completion of Construction date by the Division shall not be unreasonably withheld.

SECTION 13. CONSTRUCTION ACTIVITIES; NOTIFICATIONS; PROTECTION OF ARCHEOLOGICAL AND HISTORICAL RESOURCES.

- (A) The Agency agrees to promptly notify the Division in writing of:
 - (1) Any substantial change in scope of the Project. The Agency agrees that no substantial change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to the Division and the Division has given written approval for such change;
 - (2) Cessation of all major construction work on the Project where such cessation of work is expected to or does extend for a period of 30 days or more;
 - (3) Any circumstance, combination of circumstances, or condition, which is expected to or does delay Completion of Construction for a period of 90 days or more beyond the estimated date of Completion of Construction previously provided to the Division;
 - (4) Discovery of any potential archeological or historical resource. Should a potential archeological or historical resource be discovered during construction of the Project, the Agency agrees that all work in the area of the find will cease until a qualified archeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Division has determined what actions should be taken to protect and preserve the resource. The Agency agrees to implement appropriate actions as directed by the Division; and
 - (5) Completion of Construction of the Project, and actual Project Completion.

EXHIBIT A – SCOPE OF WORK

SECTION 14. PROJECT ACCESS.

The Agency agrees to insure that the SWRCB, or any authorized representative thereof, will have suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of the Obligation.

SECTION 15. PROJECT COMPLETION; INITIATION OF OPERATIONS.

Upon Completion of Construction of the Project, the Agency agrees to expeditiously initiate Project operations. The Agency has established November 7, 2003 as the estimated Project Completion date. The Agency agrees to make all reasonable efforts to meet the date so established. Such date shall be binding upon the Agency unless modified in writing by the Division upon a showing of good cause by the Agency. Extension of the Project Completion date by the Division shall not be unreasonably withheld.

SECTION 16. WASTEWATER CAPITAL RESERVE FUND.

The Agency agrees to establish and maintain a Wastewater Capital Reserve Fund (WCRF) for expansion, major repair, or replacement of the wastewater facilities and to maintain the WCRF for the term of the Agreement. The WCRF shall be maintained in compliance with the "Policy For Implementing The State Revolving Fund For Construction Of Wastewater Treatment Facilities" in effect at the time the Agreement is signed by the Authorized Representative of the Agency. The Agency agrees to submit a report on WCRF activities and status five (5) years after the date of the final revenue program approval by the Division. Updated WCRF reports will be submitted every five (5) years thereafter until all Installment Payments and Additional Payments hereunder has been fully discharged. Thereafter, the WCRF will no longer be subject to the requirements of this Agreement or the above referenced policy. Certification by legal counsel of unused bonding capability for the wastewater enterprise may be used to offset required cash deposits to the WCRF.

SECTION 17. CONTINUOUS USE OF PROJECT; LEASE OR DISPOSAL OF PROJECT.

The Agency agrees that, except as provided in the Agreement, it will not abandon, substantially discontinue use of, lease, or dispose of the Project or any significant part or portion thereof during the useful life of the Project without prior written approval of the Division. Such approval may be conditioned as determined to be appropriate by the Division, including a condition requiring repayment of all or any portion of all remaining Local Match funds covered by this Agreement together with accrued interest and any penalty assessments which may be due.

SECTION 18. REPORTS.

The Agency agrees to expeditiously provide, during construction of the Project and thereafter during the useful life of the Project, such reports, data, and information as may be reasonably required by the Division, including but not limited to material necessary or appropriate for evaluation of the CWSRF Program or to fulfill any reporting requirements of the federal government.

SECTION 19. RECORDS.

- (A) Without limitation of the requirement to maintain Project accounts in accordance with generally accepted accounting principles, the Agency agrees to:
 - (1) Establish an official file for the Project which shall adequately document all significant actions relative to the Project;

EXHIBIT A – SCOPE OF WORK

- (2) Establish separate accounts which will adequately and accurately depict all amounts received and expended on the Project, including all assistance funds received under this Agreement;
 - (3) Establish separate accounts which will adequately depict all income received which is attributable to the Project, specifically including any income attributable to assistance funds disbursed under this Agreement;
 - (4) Establish an accounting system which will accurately depict final total costs of the Project, including both direct and indirect costs;
 - (5) Establish a Local State Match account prior to issuance of the Local Match Project Funds, from which the state match portion of the project shall be paid. The Agency must deposit sufficient funds in the account as necessary to make payments to the contractor.
 - (6) Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and
 - (7) If Force Account is used by the Agency for any phase of the Project, other than for planning, design and construction engineering, and administration provided for by allowance, accounts will be established which reasonably document all employee hours charged to the Project and the associated tasks performed by each employee. Indirect Force Account costs may be paid with prior written approval by the Division of the Agency's indirect cost proposal.
- (B) Notwithstanding Section 4 of Exhibit C, the Agency agrees to require Project contractors and subcontractors to maintain books, records, and other material relative to the Project in accordance with generally accepted accounting principles, and to require such contractors and subcontractors to retain such books, records, and other material for a minimum of thirty-six years from the date of Project Completion.
- The Agency further agrees to require that such books, records, and other material shall be subject at all reasonable times to inspection, copying, and audit by the SWRCB and by the U.S. Environmental Protection Agency, or any authorized representatives thereof.
- (C) Notwithstanding Section 4 of Exhibit C, the Agency agrees to retain its Project records for a minimum of thirty-six years from the date of Project Completion, and for such longer period as may be required for the state to fulfill federal reporting requirements under federal tax statutes and regulations. All Agency records relative to the Project shall be subject at all reasonable times to inspection, copying and audit by the SWRCB and the U.S. Environmental Protection Agency, or any authorized representatives thereof.
- (D) The Agency agrees to furnish the SWRCB with copies of cancelled checks paid to its contractors at least each quarter documenting payment of the State match amount.

SECTION 20. FINAL PROJECT REPORTS; AUDIT.

- (A) Within 120 days after Project Completion, the Agency agrees to provide to the Division a final cost summary report on the Project. The summary shall include at a minimum, a statement of:

EXHIBIT A – SCOPE OF WORK

- (1) Total Project Costs;
 - (2) Total Project Costs which are eligible for Local Match assistance under this Agreement;
 - (3) The total amount of assistance funds received;
 - (4) The amount of interest earned, if any, on Local Match funds before disbursement on account of incurred Project costs. If no interest has been earned, this fact shall be expressly stated.
 - (5) The report shall be accompanied by such other financial information as may be reasonably required by the Division to verify Agency entitlement to Local Match assistance, to assure program integrity of the CWSRF Program, and to comply with any federal requirements. The report shall be certified as correct by a duly Authorized Representative of the Agency.
- (B) The Division, at its option, may call for an audit of financial information relative to the Project, where the Division determines that an audit is desirable to assure program integrity or where such an audit becomes necessary because of federal requirements. Where such an audit is called for, the audit shall be performed by a Certified Public Accountant independent of the Agency and at the cost of the Agency. The audit shall be in the form required by the Division.

SECTION 21. NO OBLIGATION OF THE STATE.

Any obligation of the SWRCB herein contained shall not be an obligation, debt or liability of the State and any such obligation shall be payable solely out of the moneys in the CWSRF made available pursuant to this Agreement.

SECTION 22. DEFINITIONS.

"Additional Payments" means the Additional Payments described in **Exhibit B** Section 2.3(C) of this Agreement.

"Allowance" means an amount based on a percentage of the accepted bid for an eligible project to help defray the planning, design, and construction engineering and administration costs of the Project.

"Authorized Representative" means the Mayor of a City, the Chairperson of the County Board of Supervisors, the Chairperson of the Board of Directors of the Agency, or another duly appointed representative. For all authorized representatives, a certified original copy of the authorizing resolution that designates the authorized representative, by title, must accompany any contract, the first payment request, and any other documents or requests required or allowed under this Agreement.

"Bank" means the California Infrastructure and Economic Development Bank, an entity within the California Technology, Trade and Commerce Agency, a State agency organized and existing under the laws of the State of California.

"Bonds" mean any series of bonds issued by the Bank all or a portion of the proceeds of which may be applied to fund the Project in whole or in part or that are secured in whole or in part by Installment Payments paid hereunder.

"Code" means the Internal Revenue Code of 1986, as amended, and any successor provisions and the regulations of the U.S. Department of the Treasury promulgated thereunder.

EXHIBIT A – SCOPE OF WORK

"Completion of Construction" means the date, as determined by the Division after consultation with the Agency, that the work of building and erection of the Project is substantially complete.

"CWSRF" means Clean Water State Revolving Fund.

"Division" means the Division of Clean Water Programs of the SWRCB, or any other segment of the SWRCB authorized to administer the CWSRF.

"Fiscal Year" means the period of twelve months terminating on June 30 of any year, or any other annual period hereafter selected and designated by the Agency as its Fiscal Year in accordance with applicable law.

"Force Account" means the use of the Agency's own employees or equipment for construction of the Project.

"Initiation of Construction" means the date that notice to proceed with work is issued for the Project, or, if notice to proceed is not required, the date of commencement of building and erection of the Project.

"Installment Payments" means Installment Payments due and payable by the Agency to the Board under this Agreement to repay the Project Costs, the amounts of which are set forth as **Exhibit I** hereto.

"Net Revenues" means, for any Fiscal Year, so long as there may be outstanding System Obligations, as such term is defined under the authorizing instruments for such System Obligations, and thereafter all Revenues received by the Agency less the Operations and Maintenance Costs for such Fiscal Year.

"Obligation" means the obligation owed by the Agency to make Installment Payments and Additional Payments as provided herein, as evidenced by the execution of this Agreement, to be used to fund the Project as specified in the Project Description attached hereto as **Exhibits F and G**.

"Operations and Maintenance Costs" means, so long as outstanding System Obligations are outstanding, the definition of such term as defined therein, and thereafter, the reasonable and necessary costs paid or incurred by the Agency for maintaining and operating the System, determined in accordance with generally accepted accounting principles, including all reasonable expenses of management and repair and all other expenses necessary to maintain and preserve the System in good repair and working order, and including all reasonable and necessary administrative costs of the Agency that are charged directly or apportioned to the operation of the System, such as salaries and wages of employees, overhead, taxes (if any), the cost of permits, licenses and charges to operate the System and insurance premiums; but excluding, in all cases depreciation, replacement and obsolescence charges or reserves therefor and amortization of intangibles.

"Pledged Revenues" mean and include special assessments, general taxes, general obligation bonds, revenue bonds, user charges, or other sources of income which are consistent with federal requirements.

"Policy" means the Board's "Policy for Implementing the State Revolving Fund for Construction of Wastewater Treatment Facilities," adopted on **June 18, 1998**, as amended.

"Project Completion" means the date, as determined by the Division after consultation with the Agency, that operation of the Project is initiated or is capable of being initiated, whichever comes first.

"Project Costs" means the incurred costs of the Agency which are eligible for financial assistance from the CWSRF under the Statute, which are allowable costs as defined under the Policy and which are

EXHIBIT A – SCOPE OF WORK

reasonable, necessary and allocable by the Agency to the Project under generally accepted accounting principles plus capitalized interest.

"Project Funds" mean the proceeds provided to the Agency by the SWRCB from the CWSRF for the purposes set forth in this Agreement.

"Revenue Program" means a system of charges, fees, or other means of income production adopted by the Agency which provides for recovery of appropriate capital costs of the Project, generates adequate income to reasonably assure repayment of the Local Match Obligation under this Agreement, generates adequate income to provide for reasonable operation and maintenance of the Project, and provides adequate income for reasonable future expansion and improvement of the Project.

"Revenues" means, for each Fiscal Year, all gross income and revenue received or receivable by the Agency from the ownership or operation of the System, determined in accordance with generally accepted accounting principles, including all rates, fees and charges (including connection fees and charges) as received by the Agency for the services of the System, and all other income and revenue howsoever derived by the Agency from the ownership or operation of the System or arising from the System, and also including all income from the deposit or investment of any money in the Enterprise Fund established and maintained by the SWRCB or any rate stabilization fund, and any refundable deposits made to establish credit, and advances or contributions in aid of construction.

"System" means all wastewater collection, transport, treatment, storage and disposal facilities, including land and easements thereof, owned by the Agency, including the Project, and all other properties, structures or works hereafter acquired and constructed by the Agency and determined to be a part of the System, together with all additions, betterments, extensions or improvements to such facilities, properties, structures or works or any part thereof hereafter acquired and constructed.

"System Obligations" means all senior, parity and subordinate obligations of the Agency payable from Revenues as identified as of the date of this Agreement in **Exhibit J** and such additional obligations as may hereafter be issued in accordance with the provisions of such obligations

EXHIBIT B – BUDGET DETAIL AND PAYMENT PROVISIONS

SECTION 1. ESTIMATED COST OF PROJECT.

The estimated reasonable cost of the total Project at the time of SWRCB Approval, including associated planning and design costs, is **thirteen million five hundred thousand dollars (\$13,500,000)**.

SECTION 2. MAXIMUM LOCAL MATCH AMOUNT AND FINANCING PROVISIONS.

Section 2.1. Local Match Project Funds; Repayment from Installment Payments. Subject to the conditions and in accordance with the terms of this Agreement, the SWRCB hereby agrees to provide the Local Match Project Funds and the Agency hereby agrees to accept the Local Match Project Funds in the maximum principal component, including capitalized interest, of **twelve million one hundred eleven thousand two hundred two dollars \$12,111,202** and to repay the Local Match Project Funds in Installment Payments as set forth in **Exhibit I** attached hereto. The Local Match interest rate shall be set at zero percent per annum. Upon execution of this Agreement, the SWRCB shall encumber an amount equal to the Obligation. The Agency hereby agrees to pay Installment Payments solely from Net Revenues **and** any other amounts legally available to the Agency. This amount includes **ten million ninety-two thousand six hundred twenty eight dollars (\$10,092,628)** from the State Revolving Fund Loan Account and **two million eighteen thousand five hundred seventy-four dollars (\$2,018,574)** from the Agency local state match account described in Exhibit a, Section 4, State Match Account.

Section 2.2. Purchase and Sale of Project. The Agency hereby sells to the SWRCB and the SWRCB hereby purchases from the Agency the Project. Simultaneously therewith, the Agency hereby purchases from the SWRCB, and the SWRCB hereby sells to the Agency, the Project in accordance with the provisions of this Agreement. All right, title and interest in the Project shall immediately vest in the Agency on the date of execution and delivery of this Agreement without further action on the part of the Agency or the SWRCB.

Section 2.3. Amounts Payable by the Agency.

- (A) Installment Payments. Repayment of the Local Match Project Funds shall be repaid in annual installments commencing on the date that is one year after Completion of Construction, and terminating 20 years thereafter until the Local Match Project Funds have been paid in full.

The repayment amount is based on a standard fully amortized loan with equal annual repayments. The remaining balance is the previous balance, plus the disbursements, less the repayment. Repayment calculations will be made beginning one year after Completion of Construction and continuing each year thereafter for 20 years. **Exhibit H** is a preliminary Local Match repayment schedule based on the provisions of this article and an estimated disbursement schedule. The actual repayments will be based on actual disbursements.

Upon Completion of Construction and submission of necessary reports, the Division will prepare an appropriate Installment Payment Schedule and supply the same to the Agency. The Installment Payment Schedule may be amended as necessary to accurately reflect amounts due under this contract. Any amended Installment Payment Schedule which is necessary will be prepared by the Division and furnished to the Agency.

EXHIBIT B – BUDGET DETAIL AND PAYMENT PROVISIONS

The Agency agrees to make each installment payment on or before the due date therefor. A ten-day grace period will be allowed. A penalty in the amount of one-tenth of one percent (0.1%) of the amount due will be due for each day of nonpayment. For purposes of penalty assessment, repayment will be deemed to have been made if repayment is deposited in the U.S. Mail within the grace period with postage prepaid and properly addressed. Any penalties assessed will not be added to the loan balance, but will be treated as a separate account and obligation of the Agency. The interest penalty will be assessed from the repayment due date.

The Agency as a whole is obligated to make all payments required by this contract to the SWRCB, notwithstanding any individual default by its constituents or others in the payment to the Agency of fees, charges, taxes, assessments, tolls or other charges ("Charges") levied or imposed by the Agency. The Agency shall provide for the punctual payment to the SWRCB of all amounts which become due under this contract and which are received from constituents or others in the payment to the Agency. In the event of failure, neglect or refusal of any officer of the Agency to levy or cause to be levied any Charge to provide payment by the Agency under this contract, to enforce or to collect such Charge, or to pay over to the SWRCB any money collected on account of such Charge necessary to satisfy any amount due under this contract, the SWRCB may take such action in a court of competent jurisdiction as it deems necessary to compel the performance of all duties relating to the imposition or levying and collection of any of such Charges and the payment of the money collected therefrom to the SWRCB. Action taken pursuant hereto shall not deprive the SWRCB of, or limit the application of, any other remedy provided by law or by this contract.

Attached as Exhibit I is a Local Match Installment Payment schedule based on the provisions of this section and an estimated disbursement schedule. The Installment Payment schedule will be revised based on actual disbursements following Project Completion.

Each Installment Payment shall be paid by check and in lawful money of the United States of America.

- (B) Project Costs. The Agency agrees to pay any and all costs connected with the Project including, without limitation, any and all Project Costs. If the Local Match Project Funds are not sufficient to pay the Project Costs in full, the Agency shall nonetheless complete the Project and pay that portion of the Project Costs in excess of available Local Match Project Funds, and shall not be entitled to any reimbursement therefor from the SWRCB.
- (C) Additional Payments. In addition to the Installment Payments required to be made by the Agency, the Agency shall also pay to the SWRCB the reasonable extraordinary fees and expenses of the SWRCB, and of any assignee of the SWRCB's right, title and interest in and to this Agreement, in connection with this Agreement, including all expenses and fees of accountants, trustees, attorneys, litigation costs, insurance premiums and all other extraordinary costs reasonably incurred by the SWRCB or assignee of the SWRCB.
- (D) The Agency without penalty prepay all or any portion of the outstanding principal amount of the Obligation.

Additional Payments shall be billed to the Agency by the SWRCB from time to time, together with a statement executed by a duly authorized representative of the SWRCB, stating that the amounts billed pursuant to subsections (i) and (ii) above have been

EXHIBIT B – BUDGET DETAIL AND PAYMENT PROVISIONS

incurred by the SWRCB or its assignee for one or more of the above items and a copy of the invoice or statement for the amount so incurred or paid. Amounts so billed shall be paid by the Agency within thirty (30) days after receipt of the bill by the Agency.

Section 2.4. Obligation Absolute. The obligation of the Agency to make the Installment Payments and other payments required to be made by it under this Agreement, solely from Net Revenues, is absolute and unconditional, and until such time as the Installment Payments and Additional Payments shall have been paid in full, the Agency shall not discontinue or suspend any Installment Payments or other payments required to be made by it hereunder when due, whether or not the System or any part thereof is operating or operable or has been completed, or its use is suspended, interfered with, reduced or curtailed or terminated in whole or in part, and such Installment Payments and other payments shall not be subject to reduction whether by offset or otherwise and shall not be conditional upon the performance or nonperformance by any party of any agreement for any cause whatsoever.

Section 2.5. Disbursement of Local Match Project Funds; Availability of Funds.

(A) Except as may be otherwise provided in this Agreement, disbursement of Local Match Project Funds will be made as follows:

- (i) Upon execution and delivery of this Agreement, the Agency may request immediate disbursement of any incurred planning and design allowance as specified in **Exhibit A** from the Local Match Project Funds through submission to the SWRCB of the Disbursement Request Form 260, or any amendment thereto, duly completed and executed. The planning and design allowance will be disbursed promptly upon request after approval of this Agreement by the State Department of General Services;
- (ii) Additional Local Match Project Funds will be promptly disbursed to the Agency upon receipt of Disbursement Request Form 260, or any amendment thereto, duly completed and executed by the Agency for incurred costs consistent with **Exhibit E**.

Disbursement shall not be made more frequently than once a month. The Agency agrees that it will not request disbursement for any Project Cost until such cost has been incurred and is currently due and payable by the Agency, although the actual payment of such cost by the Agency is not required as a condition of disbursement request or before payment of the State Match portion of the eligible invoice amount has been paid to the Project contractors prior to submitting the progress payment request to the Division. Certification of payments must be submitted to the Division with each payment request. The Division will then authorize the disbursement of the federal share of the eligible payment amount. Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or State laws, rules, or regulations.

(B) The SWRCB's obligation to disburse any sum to the Agency under any provision of this Agreement is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason, including but not limited to failure of the federal or state government to appropriate funds

EXHIBIT B – BUDGET DETAIL AND PAYMENT PROVISIONS

necessary for disbursement of loan amounts, the SWRCB shall not be obligated to make any disbursements to the Agency under this Agreement. Nothing in this Agreement may be construed to provide the Agency with a right of priority for disbursement over any other loan recipient.

SECTION 3. WITHHOLDING OF LOCAL MATCH DISBURSEMENTS.

- (A) The SWRCB may withhold all or any portion of the funds provided for by this Agreement in the event that:
- (1) The Agency has materially violated, or threatens to materially violate, any term, provision, condition, or commitment of this Agreement;
 - (2) The Agency fails to maintain reasonable progress toward completion of the Project; or
 - (3) An acceptable Revenue Program is not submitted at the time of 90 percent disbursement of the funds provided for by this Agreement.

SECTION 4. PLEDGE AND LIEN OF NET REVENUES; RATES, FEES AND CHARGES; ADDITIONAL PAYMENTS.

Section 4.1. Establishment of Enterprise Fund. In order to carry out its obligation to pay the Installment Payments, Additional Payments and System Obligations, the Agency agrees and covenants that it shall establish and maintain the Enterprise Fund. All Revenues received shall be deposited when and as received in trust in the Enterprise Fund.

Section 4.2. Pledge of Net Revenues. The Net Revenues are hereby pledged and a security interest granted therein in order to secure the payment of Installment Payments and Additional Payments. The Net Revenues in the Enterprise Fund shall be subject to the lien of such pledge without any physical delivery thereof or further act, and the lien of such pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Agency.

Section 4.3. Application and Purpose of the Enterprise Fund. Subject to the provisions of any outstanding System Obligations, money on deposit in the Enterprise Fund shall be applied and used first, to pay Operations and Maintenance Costs, and thereafter, all amounts due on Installment Payments, Additional Payments and System Obligations due. After making all payments hereinabove required to be made in each Fiscal Year, the Agency may expend in such Fiscal Year any remaining money in the Enterprise Fund for any lawful purpose of the Agency, including payment of Subordinate Debt.

Section 4.4. Rates, Fees and Charges. The Agency agrees, to the extent permitted by law, to fix, prescribe and collect rates, fees and charges for the System during each Fiscal Year which are reasonable, fair and nondiscriminatory and which will be at least sufficient to yield during each Fiscal Year, Net Revenues equal to the Installment Payments, Additional Payment and debt service on System Obligations for such Fiscal Year. The Agency may make adjustments from time to time in such fees and charges and may make such classification thereof as it deems necessary, but shall not reduce the rates, fees and charges then in effect unless the Net Revenues from such reduced rates, fees and charges will at all times be sufficient to meet the requirements of this section.

EXHIBIT B – BUDGET DETAIL AND PAYMENT PROVISIONS

SECTION 5. FINANCIAL MANAGEMENT SYSTEM AND STANDARDS

The Agency agrees to comply with federal standards for financial management systems. The Agency agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit preparation of reports required by the federal government and tracing of Local Match Project Funds to a level of expenditure adequate to establish that such funds have not been used in violation of federal or state law or the terms of this Agreement. To the extent applicable, the Agency agrees to be bound by and to comply with, the provisions and requirements of the federal Single Audit Act of 1984 (Pub. L. 98-502) Office of Management and Budget (OMB) Circular No. A-133, and updates or revisions.

SECTION 6. ACCOUNTING AND AUDITING STANDARDS

The Agency will maintain separate Project accounts in accordance with generally accepted government accounting Principles. The contractor shall comply with "Standards for Audit of Governmental Organizations, Programs, Activities and Functions" promulgated by the U.S. General Accounting Office. (40 CFR § 35.3135(l).)

SECTION 7. BUDGET

Budget costs are contained in the Approval to Award Letter (or engineer's estimates) which is attached hereto and referenced as Exhibit E.

EXHIBIT C – GENERAL TERMS AND CONDITIONS

1. APPROVAL

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT

This Agreement is not assignable by Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES

Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE

The State may terminate this Agreement and be relieved of any payments should Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due Contractor under this Agreement and the balance, if any, shall be paid to Contractor upon demand.

EXHIBIT C – GENERAL TERMS AND CONDITIONS

8. **INDEPENDENT CONTRACTOR**

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. **RECYCLING CERTIFICATION**

Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354)

10. **NON-DISCRIMINATION CLAUSE**

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES**

Contractor Certification Clauses contained in the document CCC201 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. **TIMELINESS**

Time is of the essence in this Agreement.

13. **COMPENSATION**

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

EXHIBIT C – GENERAL TERMS AND CONDITIONS

14. **GOVERNING LAW**

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. **ANTITRUST CLAIMS**

Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, Contractor shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. **CHILD SUPPORT COMPLIANCE ACT**

"For any Agreement in excess of \$100,000, Contractor acknowledges in accordance with, that:

- a) Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with

EXHIBIT C – GENERAL TERMS AND CONDITIONS

earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

- b) Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

17. UNENFORCEABLE PROVISION

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be effected thereby.

18. UNION ORGANIZING

For all contracts, except fixed price contracts of \$50,000 or less, Contractor acknowledges that:

By signing this agreement Contractor hereby acknowledges the applicability of Government Code Section 16645 through Section 16649 to this agreement and agrees to the following:

- a) Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
- b) No state funds received under this agreement will be used to assist, promote or deter union organizing.
- c) Contractor will not, for any business conducted under this agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the state property is equally available to the general public for holding meetings.
- d) If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and that Contractor shall provide those records to the Attorney General upon request.

EXHIBIT D

LOCAL MATCH INSTALLMENT SALE AGREEMENT SPECIAL CONDITIONS

☐ None at this time.

☒ Special condition as follows:

Mitigation measures mandated by state and/or federal agencies. On February 9, 2001, the U.S. Fish and Wildlife Service sent a comment letter requiring incorporation of the following special condition.

"In order that the construction of the proposed pier and boat docks not affect the California least tern, a federally listed endangered species, all in-water construction activities shall be conducted during the non-nesting season for this species which is September 16 to March 31."

EXHIBIT E

APPROVAL TO AWARD LETTER

See Approval to Award letter dated **March 8, 2002**. This letter shows how the maximum Local Match financing assistance amount, as described in **EXHIBITB**, was determined.



Winston H. Hickox
Secretary for
Environmental
Protection

State Water Resources

Division of Clean Water Programs

1001 I Street • Sacramento, California 95814
Mailing Address: P.O. Box 944212 • Sacramento,
FAX (916) 341-5707 • Internet Address: <http://www.water.ca.gov>

*The energy challenge facing California is real. Every Californian needs to take
For a list of simple ways you can reduce demand and cut your energy costs*

MAR -8 2002

CERTIFIED MAIL NO. 7099 3400 0004 7565 9727
Return Receipt Requested

Mr. Scott Tulloch
Director
City of San Diego
9192 Topaz Way
San Diego, CA 92123

Dear Mr. Tulloch:

APPROVAL TO AWARD (ATA) – ENVIRONMENTAL MONITORING AND TECHNICAL SERVICES
LABORATORY, CITY OF SAN DIEGO (CITY), STATE REVOLVING FUND (SRF) LOAN PROJECT
NO. C-06-4703-110

This is to advise you that the Division of Clean Water Programs (Division), Loans and Grants Branch, has reviewed the SRF loan ATA request package submitted with the SRF Form 555-1 executed on October 23, 2001. As agreed in your January 9, 2002 letter addressed to Mr. Jim Kuykendall, this ATA is approved with the understanding that the City will not request reimbursement for any project until such time as the SRF loan program has sufficient funds to make reimbursement without jeopardizing projects for which funding has already been promised or July 1, 2002, whichever occurs first. The Division approves the ATA construction budget as follows:

CONTRACTOR	AMOUNT BID	APPROVED
Kvaas Constructors, Inc.	\$10,620,293	\$10,315,293

	REQUESTED	APPROVED
A. Construction	\$10,315,213	\$10,315,293
B.. Allowances	\$1,795,909	
1. Planning		\$257,206
2. Design		\$503,494
3. Construction		\$915,173
4. Administration		\$92,838
5. Prime Engineering		\$27,198
6. Value Engineering		\$0
TOTAL	\$12,111,122	\$12,111,202

Refer to the enclosed Form No. 259 for the construction eligibility calculations.

CERTIFIED MAIL RECEIPT	
(U.S. Mail Only; No Insurance Coverage Provided)	
Article Sent To:	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$
Postmark Here	
MAR -8 2002	
Name (Please Print Clearly) (to be completed by mailer)	
Street, Apt. No., or PO Box No.	
City, State, ZIP+4	
PS Form 3800, July 1999 See Reverse for Instructions	

Anne
Gonzalez
SURNAME

Gonzalez 3-7-02

California Environmental Protection Agency

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Mr. Tulloch

- 2 -

Please provide this office with a written response within 30 days of the date of this letter stating your agreement or disagreement with this decision.

Send your response to:

Mr. Fred Johansen
Administration and Certification Section
State Water Resources Control Board
P.O. Box 944212
Sacramento, CA 94244-2120

If you have not contacted Mr. Johansen within 30 days, this letter will serve as our final decision.

DISBURSEMENT SCHEDULE

1. Within 30 days, please submit to Mr. Pat Lam, at the above address, a preliminary **SRF Disbursement Schedule** (see enclosed format) which shows the estimated monthly amounts to be requested during the construction period. The total should equal the approved SRF ATA budget amount. This is needed to establish a preliminary disbursement schedule for your proposed loan contract.
2. The binding loan commitment takes, approximately, three months to process following your agreement on the **SRF ATA budget**, submittal of a preliminary **SRF Disbursement Schedule** and the completion of any other prerequisites.
3. Please remember that the disbursements for costs incurred prior to the binding loan commitment may be subject to the refinance rules in the SRF Policy.

CONSTRUCTION CONTRACT REQUIREMENTS

1. The enclosed **Notice to Labor Unions or Other Organizations of Workers** must be reproduced in the quantity desired, completed by the contractor, and distributed to all unions and organizations that might represent workers on the job.
2. Mail the following documents to Mr. Vinoo Jain at the above address as soon as they become available:
 - A. One copy of the form (see enclosed format) entitled **Certification of Bond and Insurance Coverage**; and

Recipients of SRF loan assistance are required to report MBE/WBE utilization to the Division. **Form MBE/WBE UR334** and the associated **instructions for completing the UR 334** are enclosed.

Mr. Tulloch

- 3 -

If you have any questions, please contact Mr. Ken Gonzales at (916) 341-5683.

Sincerely,

Mike Harper, Chief
Financial & Administration Unit

Enclosures

bcc: Fred Johansen, DCWP
Vino Jain, DCWP
Pat Lam, DCWP
Eva Kawada, DCWP

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EXHIBIT F

APPROVED PLANS AND SPECIFICATIONS

Incorporated by reference are the Plans and Specifications approved by the Division on **June 14, 2001**, which are the basis for the construction contract to be awarded by the **City of San Diego** to the **Kvaas Constructors, Inc.** following competitive advertising.

EXHIBIT G

PLANS AND SPECIFICATIONS APPROVAL LETTER

See the Plans and Specifications approval letter dated **June 14, 2001** for the **San Diego Environmental Lab Project**.



State Water Resources Control Board

Division of Clean Water Programs

1001 I Street • Sacramento, California 95814 • (916) 341-5700 FAX (916) 341-5707

Mailing Address: P.O. Box 944212 • Sacramento, California • 94244-2120

Internet Address: <http://www.swrcb.ca.gov>

Winston H. Hickox
Secretary for
Environmental
Protection



Gray Davis
Governor

The energy challenge facing California is real. Every Californian needs to take immediate action to reduce energy consumption. For a list of simple ways you can reduce demand and cut your energy costs, see our website at www.swrcb.ca.gov.

JUN 14 2001

Mr. Scott Tulloch, Director
Metropolitan Wastewater Department
City of San Diego
9192 Topaz Way
San Diego, CA 92123

C-06 4703-110
Module PF
Section B Tab 4
By VJ Date 3/6/02

Dear Mr. Tulloch:

FINAL PLANS AND SPECIFICATIONS (P&S) APPROVAL; CITY OF SAN DIEGO (CITY); ENVIRONMENTAL MONITORING AND TECHNICAL SERVICES DIVISION LAB PROJECT (PROJECT); LOCAL MATCH STATE REVOLVING FUND (SRF) PROJECT NO. C-06-4703-110

Thank you for submitting the signed P&S Approval forms for the City's project. We hereby approve the Final P&S and will initiate preparation of the loan contract for the subject project.

Prior to receiving the Division of Clean Water Programs' Approval-to-Award (ATA) the construction contract, the City must complete the following items:

During Advertisement of Construction Contract and Before the Opening of Bids:

- Correct specifications on equipment or components that do not meet "Sole-Source Requirements." Items that do not comply with Sole-Source Requirements will be ineligible for SRF Loan funding.
- Submit one copy of the As-Advertised P&S (preferably half-size drawings) and all addenda. Clearly note the location, purpose, and estimated cost of any subsequent changes in the final P&S.
- Make the P&S available to bidders for at least 30 days before bid opening.
- Provide all addenda to all potential bidders at least ten working days prior to the bid opening date.

After bid opening

- Assure that the selected bidder is not excluded (debarred) from participating on federally funded programs. You can determine if a contractor bidding on this project is among the list of debarred contractors by contacting Mr. David Hallstrom, your Project Manager at (916) 341-5685.

- Within five working days after the final selection of the contractor, please submit a complete ATA Request package including:

XIP 6701 SURNAME WR 540 REV. 1/86	6/11/01 CTS	6/13/01		
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California Environmental Protection Agency



Recycled Paper

05 30105

Mr. Scott Tulloch

- 2 -

JUN 4 2001

- A. A transmittal letter listing all items enclosed in the submittal;
- B. A completed "*State Revolving Fund Approval To Award Request*" form (enclosed); and
- C. All items listed in Section IV of the form.

This package should be sent to:

Mr. Mike Harper, Chief
Financial & Administration Unit
Division of Clean Water Programs
State Water Resources Control Board
1001 I Street, 16th Floor
Sacramento, CA 95814

If the mailing cannot be made, please contact Mr. Harper immediately at (916) 341-5820.

Please note that the Final P&S Approval contained herein assumes that the City has obtained the necessary approval(s), permit(s), or exemption(s) from other regulatory agencies, especially where construction activities might affect public health or water quality. This approval does not supersede any Regional Water Quality Control Board or local health department orders or requirements.

If you have any questions regarding this letter or the enclosed P&S Approval forms, please contact Mr. Hallstrom by phone or Hallstrd@cwpswrcb.ca.gov.

Sincerely,

ORIGINAL SIGNED BY

F. Wayne Pierson
Supervising WRC Engineer

Enclosures

cc: Mr. Jim Wageman, Senior Engineer
Mr. Stu Seymour, Project Engineer
Mr. Richard Enriquez, Grants Administrator (w/enclosure)
Mr. Mick Gammon, Supervising Management Analyst
Ms. Ann Sasaki, Deputy Director, Engineer & Program Management
Metropolitan Wastewater Department

S:/oper/oper/hallstro/sandiegolabfinal p&s approval.doc/tori/6-07-01

State Revolving Fund Approval To Award (A.A) Request

NOTE: The construction contract(s) SHALL NOT be awarded until the ATA has been APPROVED by the State Water Resources Control Board. Therefore, the applicant should submit this form and the required attachments as soon as possible after bids are opened. The ATA package should include all information necessary to indicate fulfillment of all State and Federal requirements.

Applicant and Contract Information

Agency Name: _____

Address: _____

Authorized Representative (Name/Title/Phone): _____

State Assigned Project No: _____

Date the contract must be awarded, as indicated in the contract specifications: _____

Have any protests regarding award of the contract been received? (circle one) Yes No

If yes, date protest(s) was resolved: _____ ATTACH copies of the protest(s) and resolution(s)

II. Project Cost Summary	Total Project	Eligible Project
A. Construction Contract (name and number)		
1.	\$	\$
2.		
SUBTOTAL	\$	\$
B. Allowance - Table 1 or 2 - Engineering and Administration		
C. Other - identify		
D. Contingency - 5% of A+B+C - Ineligible for SRF		
E. TOTAL	\$	\$

III. Funds available for construction of the "Total Project"	Amount
A. Cash on hand	\$
B. General obligation or revenue bonds	
C. Short term loans or notes	
D. Other funds - identify	
E. Total applicant funds available - A+B+C+D	\$
F. SRF loan amount "Eligible Project" total	
G. Total amount required "Total Project" cost	
H. Applicant's amount required - G minus (E plus F) (If this amount does not equal 0, provide Att. G)	\$

IV. Also, attach the following information:

- A. A legal description of the site on which the project is to be constructed and an opinion signed by competent title counsel describing the interest the applicant has in the site, including information as to any easements and rights-of-way, and certifying that the estate or interest is legal and valid. The opinion should also include information as to whether or not:
 1. The applicant (or the present owner if fee simple title has not been or is not to be acquired) has good and valid title to the entire site (excluding easements and rights-of-way) free and clear of any pre-existing mortgages, deeds of trust, liens, or other encumbrances, which would affect the value or usefulness of the site for the purpose intended;
 2. Any deeds or documents required to be recorded in order to protect the title of the owner and the interest of the applicant have been duly recorded or filed for record whenever necessary; and
 3. The applicant has complied with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601).
- B. Tabulation of all bids received and the engineer's estimate.
- C. The bid proposal(s) the applicant wishes to accept.
- D. Evidence of advertising.
- E. MBE/WBE documentation, Contract Provision Atts.: A. B. Positive Effort Cert. and record of positive efforts if needed.
- F. Dedicated source of revenue (ordinance or resolution).
- G. A cash flow projection showing source and expected time of receipt of funds needed to meet project cash requirements.

The undersigned authorized representative of the applicant certifies that the information contained above and in any attached statements and materials in support thereof, is true and correct.

SRF FORM 555-1 (10/94)

Signature of Authorized Representative

Name and Title (type or print)

Date signed

CLEAN WATER PROGRAM[®]
PLANS AND SPECIFICATIONS APPROVAL FORM

Project No.	C-06- 4703-110	Date Prepared:	May 15, 2001
Applicant	City of San Diego		
Address	9192 Topaz Way San Diego, CA 92123		
Auth. Rep.	Mr. F. D. Schlesinger, Director	Engineer	Mr. Ronald F. Joyce, PE
Address	(same as above)	Address	M & M 7801 Mission Center Ct. #400 San Diego, CA 92108
Phone	(619) 533-4200	Phone	(619) 497-2118
Project Description	ENVIRON. MONITORING & TECH. SERVICES LAB		

The eligibility determinations and conditions of approval identified below are based on the review of the:

- Final Plans and Specifications received on May 2, 2001;
- The project report dated March 29, 2000;
- The January 31, 2001 detailed cost estimate; and
- The Facilities Plan Approval letter dated March 30, 2001.

I. ELIGIBILITY DETERMINATION AGREEMENT

The eligibility determination for the bid items shown on the Bid Schedule for the final plans and specifications are as follows:

Bid Item	Description	Percent Eligibility
1.	General Construction	100 %
2.	Sheeting, Shoring, and Bracing	100 %
3.	Driven Prestressed Concrete Piles	100 %
4.	Add Or Deduct Per Foot Driven Prestressed Concrete Piles	100 %
5.	Removal & Disposal Off Site of Unsuitable Soils	100 %
6.	Supply, Installation, Compaction Of Imported Struct. Backfill	100 %
7.	Regulated Waste Material Disposal to a Class I Facility	100 %
8.	Regulated Waste Material Disposal to a Class II Facility	100 %
9.	Regulated Waste Material Disposal to a Class III Facility	100 %
10.	Additional Potholing	100 %

APPROVAL BY STATE

Date 5/15/01	Signature <i>David Hallstrom</i>	(Name and Title) David Hallstrom, WRC Engineer
Date 5/16/01	Signature <i>Christopher Stevens</i>	Name and Title Christopher Stevens, WRC Engineer

PLANS AND SPECIFICATIONS APPROVAL FORM

(CONTINUATION SHEET)

Project No.	C-06- 4703-110	Date Prepared:	May 15, 2001
Applicant	City of San Diego		


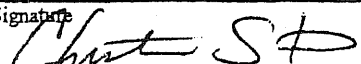
11.	Allowance for Partnering	100 %
12.	Allowance for Field Orders (change orders)	0 %
13.	Allowance for Unknown Utilities	0 %
14.	Allowance for Site Maintenance	100 %
15.	Building Permit Fees	100 %
16.	Contract Required Owner Manuals Completed And Accepted By The Construction Manager And The Owner	100 %
17.	Development And Maintenance Of Cost Loaded And Resource Loaded Critical Path Method Computerized Schedule Required By The Contract	100 %

II. CONDITIONS OF APPROVAL

Plans and Specifications for your project are approved with the following conditions:

- For Bid Item No. 12, the cost for change orders is ineligible.
- For Bid Item No. 13, the cost allowance for unknown utilities is ineligible because change orders are ineligible.
- The cost for necessary insurance directly related to the construction contract and extending throughout the period of the construction contract will be eligible for SRF loan funding. This includes builder risk insurance, public liability insurance, fire, and project specific insurance. Earthquake insurance and "Act of God" insurance are ineligible for loan funding. Maintenance and subcontractor bonds are also ineligible.
- Approval of the P&S by the Division of Clean Water Programs (Division) is conducted to determine eligibility and for administrative compliance with the SRF Policy. Issuance of the P&S Approval does not relieve the City and the design engineer of their legal liability for the adequacy of the design.
- The review of P&S is for eligibility and administrative purposes as well as to assess the likelihood that the project will achieve its purposes. The structural, mechanical, and electrical aspects of the P&S were not reviewed in detail.
- One year after the facility is placed into operation, the City must certify whether the project has successfully met its objectives.

APPROVAL BY STATE

Date 5/15/01	Signature 	(Name and Title) David Hallstrom, WRC Engineer
Date 5/16/01	Signature 	Name and Title Christopher Stevens, WRC Engineer

PLANS AND SPECIFICATIONS APPROVAL FORM

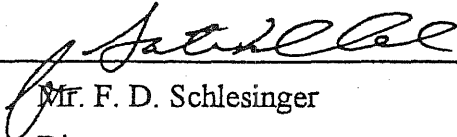
(CONTINUATION SHEET)

Project No.	C-06- 4703-110	Date Prepared:	May 15, 2001
Applicant	City of San Diego		

7. The loan contract will be issued after the State Water Resources Control Board has approved the Preliminary Loan Commitment for the subject project. Issuance of the Final P&S Approval does not guarantee issuance of a loan contract.

8. The applicant's authorized representative must sign and return this form indicating agreement with the eligibility decisions and conditions contained herein along with a signed copy of the attached Project Performance Standards. Upon receipt of the signed documents, the Division will issue a separate letter for the Final P&S Approval.

I agree with the above eligibility determination agreement and the conditions of approval.



 Mr. F. D. Schlesinger
 Director
 Authorized Representative
 City of San Diego MWWD

5/25/01

 Date

APPROVAL BY STATE

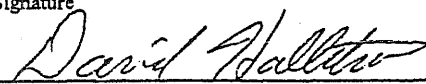
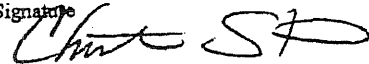
Date	Signature	(Name and Title)
5/15/01		David Hallstrom, WRC Engineer
Date	Signature	Name and Title
5/16/01		Christopher Stevens, WRC Engineer

EXHIBIT H

FACILITIES PLAN APPROVAL LETTER

See the Facilities Plan/Concept Approval letter dated **March 30, 2001**.

MAR 30 2001

The proposed Project will provide for multimedia analysis of water, air, and solids. Additional Laboratories will be constructed during future phases to provide operations and research facilities. The MWWD presently houses staff and laboratories in various facilities throughout the City. The MWWD is using the Alvarado Laboratory at Lake Murray for a major portion of MWWD's testing. The Alvarado Laboratory is shared with the City's Water Department and has become ineffective due to limited space. The Naval Training Center, San Diego (NTC) was operated as a military facility by the federal government from 1922 to 1997. In 1993 the U.S. Navy declared its intention to close the NTC under terms of the Base Closure and Realignment Act of 1990. The Project will be constructed on NTC land comprising park/open space area conveyed to the City as a Public Benefit Conveyance on January 8, 2001. The boat channel area will also be conveyed as a Public Benefit Conveyance in the near future.

Project objectives include:

- **Wastewater Treatment Plant (WWTP) Process Control:** Analysis of samples from the Point Loma WWTP and the North City Water Reclamation Plant to assist with process control at these plants;
- **Analysis of Sludge and Other Treatment Residuals:** Sample testing from the sludge drying facility located at the Metropolitan Biosolids Center on the Marine Corps Air Station Miramar. Biosolids testing in compliance with Part 503 regulations, and in support of the beneficial re-use of biosolids;
- **National Pollutant Discharge Elimination System (NPDES) compliance:** Provide constant permit compliance monitoring for the City's wastewater treatment facilities;
- **Analysis of Industrial Inputs to the Sewage System:** Provide constant permit compliance monitoring for the City's wastewater treatment facilities; and
- **An Extensive Ocean Monitoring Program compliance:** Daily sampling of ocean water, sediment, and marine life from the Mexican border to La Jolla collected as part of this program. The process is a comprehensive approach designed to assess the health of the ocean environment along the San Diego coastline.

The Division has determined the items listed below are eligible for a SRF loan. Detailed project component eligibility and eligible component size will be determined during the review of the Plans and Specifications (P&S) and will be consistent with this facilities plan approval letter.

1. The following items are eligible for a SRF loan:
 - A. Demolition of existing structures;
 - B. Construction of a new two-story building comprising approximately 37,000 square-feet of office uses;
 - C. Construction of a new boat dock within the boat channel;
 - D. Necessary landscaping adjacent to the Boat Channel;
 - E. Necessary landscaping around the laboratory;



State Water Resources Control Board



Winston H. Hickox
Secretary for
Environmental
Protection

Division of Clean Water Programs
1001 I Street • Sacramento, California 95814 • (916) 341-5700 FAX (916) 341-5707
Mailing Address: P.O. Box 944212 • Sacramento, California • 94244-2120
Internet Address: <http://www.swrcb.ca.gov>

Gray Davis
Governor

The energy challenge facing California is real. Every Californian needs to take immediate action to reduce energy consumption. For a list of simple ways you can reduce demand and cut your energy costs, see our website at www.swrcb.ca.gov.

MAR 30 2001

CERTIFIED MAIL NO. 7099 3400 0004 7565 5880
Return Receipt Requested

Mr. F. D. Schlesinger, Director
Metropolitan Wastewater Department
City of San Diego
9192 Topaz Way
San Diego, CA 92123

C-06 4703-110
Module PF
Section A Tab 4
By VS Date 3/6/02

Dear Mr. Schlesinger:

FACILITIES PLAN APPROVAL FOR CITY OF SAN DIEGO (CITY) METROPOLITAN WASTEWATER DEPARTMENT (MWWD); ENVIRONMENTAL MONITORING AND TECHNICAL SERVICES DIVISION PROJECT (PROJECT); STATE REVOLVING FUND (SRF) LOAN NO. C-06-4703-110

In accordance with the State Water Resources Control Board's (SWRCB) February 16, 1995, *Policy for Implementing the SRF for Construction of Wastewater Treatment Facilities (Policy)* and amended on June 18, 1998, the Division of Clean Water Programs (Division) approves the facilities plan for the subject project. Our approval is based on the following determinations:

1. A complete Final EIS/EIR *Disposal and Reuse of Certain Real Properties at Naval Training Center San Diego, California* dated July 1998, and a 30 percent design report *Environmental Monitoring (Report)* for the MWWD, dated March 29, 2000, have been submitted and comply with Section IX A of the Policy.
2. The environmental documentation meets all of the environmental review requirements; the Division's Environmental Services Unit approved the documents on February 15, 2000.
3. The City has a revenue program approved by the Division.
4. The City is a signatory to the California Urban Water Conservation Council's Memorandum of Understanding (MOU) regarding Urban Water Conservation in California.

PROJECT DESCRIPTION

Phase I of the MWWD proposed Project is described in the Project Introduction Section of the Report and consists of construction of a two-story, approximately 37,000 square foot building on a seven-acre site and a pier/boat dock within the adjacent boat channel. The proposed Project will be located 2.5 miles northwest of downtown San Diego, near the northernmost point of San Diego Bay.

3/3/01
SURNAME

RJB
3/3/01

California Environmental Protection Agency

3/12/01

Revised Paper

3/10/01

3/10/01

- F. Necessary off-street parking facilities;
- G. Accessory improvements determined by the City Manager to be consistent with land use and development standards in effect for this site; and
- H. Mitigation measures mandated by state and/or federal agencies. On February 9, 2001, the U.S. Fish and Wildlife Service sent a comment letter requiring incorporation of the following special condition into the SRF loan contract:

"In order that the construction of the proposed pier and boat docks not affect the California least tern, a federally listed endangered species, all in-water construction activities shall be conducted during the non-nesting season for this species which is September 16 to March 31."

2. The following items are NOT eligible for loans:

- A. Facilities under construction prior to the issuance of Final P&S Approval by the Division; and
- B. Generally ineligible project items as provided in Appendix H of the SRF Policy.

The construction cost of the project is an estimated \$11.5 million based on the Construction Cost Review dated January 31, 2001. The estimated loan eligible construction cost is \$11.5 million. The total eligible project cost, including engineering and administration allowances, is estimated at \$13.5 million.

PROJECT MILESTONES

Submit loan application	Submitted 8/30/00
Submit Value Engineering Report (if construction cost > \$10 M)	Submitted 3/7/01
Approve Value Engineering Report	5/01
Submit final P&S	4/01
Approve P&S	5/01
Advertise for bids	5/01
Open bids	7/01
Submit Approval-to-Award (ATA) package	8/01
ATA Construction Contract	10/01
Initiate construction (NTP)	9/01
Execute loan contract	10/01
Complete construction	3/03
Initiate facilities operation	5/03
Performance certification	5/04

This schedule does not supersede any regulatory enforcement schedule. Special attention to the project milestones schedule is critical. Schedules must be compatible with requirements of

MAR 30 2001

San Diego Regional Water Quality Control Board (SDRWQCB) enforcement actions related to the planned facilities. Approval of a schedule not compatible with SDRWQCB requirements does not relieve the applicant of its responsibility to achieve compliance with said requirements.

INSTRUCTIONS PERTAINING TO THE PREPARATION OF P&S

If your agency has not already done so, you should now proceed with the preparation of P&S. The 100 percent P&S submittal must include the following documents if not submitted previously:

1. One signed set of reduced (half size) P&S ready for bidding;
2. A detailed engineer's cost estimate for loan eligible and ineligible project components;
3. A completed Loan Application;
4. Copy of Resolution Designating an Authorized Representative;
5. Copy of adopted NPDES/WDR Permit;
6. Enacted ordinance or resolution creating a wastewater Capital Reserve Fund;
7. Approved ordinance or resolution committing a dedicated source of funds to repay the loan;
and
8. Resolution for Local Match Loan, if applicable (formerly known as zero interest loan).

CONDITIONS OF APPROVAL

This approval includes only the project described above and does not include any associated projects that may have been referred to in the Project Report. This approval does not guarantee that loan assistance will be awarded for this project.

This letter constitutes a Final Staff Decision. The Division will request that the SWRCB make a preliminary loan commitment for this project's SRF loan **AFTER** an agreement in writing on the eligibility decisions, schedule, and other conditions in this letter has been received from you. To expedite this process, please notify me immediately in writing if you agree with this letter as currently written, so I can start the process of requesting SWRCB approval for a SRF loan for your project.

If you are **NOT** in agreement, then you must request a Final Division Decision **within 30 days** from the date of this letter. Your request should be specific on the items of disagreement and suggest the exact changes with which you would agree. Please send the request to:

Barbara L. Evoy, Chief
Division of Clean Water Programs
P.O. Box 944212
Sacramento, CA 94244-2120

Mr. F. D. Schlesinger

- 5 -

MAR 30 20

Again, we **MUST** reach agreement in writing before your proposed project can be scheduled for SWRCB approval of a preliminary funding commitment.

Please contact Mr. Robert Been at (916) 341-5641 or beenr@cwpswrcb.ca.gov if you have any questions or comments regarding this letter.

Sincerely,

ORIGINAL SIGNED BY

James D. Kuykendall, Chief
Loans and Grants Branch

cc: Mr. Bob Morris, Senior Engineer
San Diego Regional Water Quality Control Board
9771 Clairmont Mesa Blvd, Suite A
San Diego, CA 92124-1324#

Mr. Jim Wageman, Senior Engineer
Metropolitan Wastewater Department

Mr. Stu Seymour, Project Engineer
Metropolitan Wastewater Department

Mr. Richard Enriquez, Grants Administrator
Metropolitan Wastewater Department

bcc: F. Wayne Pierson, DCWP
Sandy Houck, DCWP
Ron Blair, DCWP
Ilene Smith, DCWP

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EXHIBIT I

SRF LOAN PRELIMINARY INSTALLMENT PAYMENTS SCHEDULE

See the attached Preliminary Local Match Installment Payment Schedule dated **October 25, 2002**. The actual Local Match Installment Payment Schedule will be forwarded to the Agency after all disbursements have been paid and construction of the Project has been completed.

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STATE OF CALIFORNIA
STATE WATER RESOURCES CONTROL BOARD
STATE REVOLVING FUND LOAN PRELIMINARY INSTALLMENT PAYMENTS SCHEDULE

Recipient: CITY OF SAN DIEGO
Loan No. : C-06-4703-110
Contract No. : 01-809-550-0
Final Construction Date: November 1, 2003 (estimated)
Funding Source: REPAYMENT

Date: 25-Oct-02
Original Loan Amount: \$12,111,202
-Federal Share \$10,092,628
-Local Share \$2,018,574
Interest Rate: 0.0%
Term: 20 Years

Date	Disbursement/ Repayment	No.	Beginning Principal Balance	Total Eligible	Federal Disbursement Amount	Local Match Amount	Effective Interest Accrued	Installment Payments			Ending Principal Balance
								Principal Paid	Interest Paid	Total Due	
[A]	[B]	[C]	[D] = Prior [M]	[E]	[F]	[G] = Sum [F]	[H]	[I] = [L] - [K]	[J] = Annual [H]	[K]	[L] = [D]+[E]-[K]
01-Dec-2002	Disbursement*	1	\$0.00	\$8,413,762	\$7,011,440	\$1,402,322	\$1,402,322				\$8,413,762.00
01-Jan-2003	Disbursement*	2	8,413,762.00	1,243,624	1,036,349	207,275	207,275				9,657,386.00
01-Feb-2003	Disbursement*	3	9,657,386.00	1,382,624	1,152,182	230,442	230,442				11,040,010.00
01-Mar-2003	Disbursement*	4	11,040,010.00	211,000	175,832	35,168	35,168				11,251,010.00
01-Apr-2003	Disbursement*	5	11,251,010.00	168,346	140,288	28,058	28,058				11,419,356.00
01-May-2003	Disbursement*	6	11,419,356.00	284,000	236,666	47,334	47,334				11,703,356.00
01-Jun-2003	Disbursement*	7	11,703,356.00	102,000	85,000	17,000	17,000				11,805,356.00
30-Jun-2003	End FY		11,805,356.00								11,805,356.00
01-Jul-2003	Disbursement*	8	11,805,356.00	65,810	54,841	10,969	10,969				11,871,166.00
01-Aug-2003	Disbursement*	9	11,871,166.00	60,000	50,000	10,000	10,000				11,931,166.00
01-Sep-2003	Disbursement*	10	11,931,166.00	60,000	50,000	10,000	10,000				11,991,166.00
01-Oct-2003	Disbursement*	11	11,991,166.00	60,018	50,015	10,003	10,003				12,051,184.00
01-Nov-2003	Disbursement*	12	12,051,184.00	60,018	50,015	10,003	10,003				12,111,202.00
01-Nov-2003	Constr. Compl.		12,111,202.00								12,111,202.00
30-Jun-2004	End FY		12,111,202.00								12,111,202.00
01-Nov-2004	Repayment*	1	12,111,202.00					\$605,560.10	\$0.00	\$605,560.10	11,505,641.90
01-Nov-2005	Repayment*	2	11,505,641.90					605,560.10	0.00	605,560.10	10,900,081.80
01-Nov-2006	Repayment*	3	10,900,081.80					605,560.10	0.00	605,560.10	10,294,521.70
01-Nov-2007	Repayment*	4	10,294,521.70					605,560.10	0.00	605,560.10	9,688,961.60
01-Nov-2008	Repayment*	5	9,688,961.60					605,560.10	0.00	605,560.10	9,083,401.50
01-Nov-2009	Repayment*	6	9,083,401.50					605,560.10	0.00	605,560.10	8,477,841.40
01-Nov-2010	Repayment*	7	8,477,841.40					605,560.10	0.00	605,560.10	7,872,281.30
01-Nov-2011	Repayment*	8	7,872,281.30					605,560.10	0.00	605,560.10	7,266,721.20
01-Nov-2012	Repayment*	9	7,266,721.20					605,560.10	0.00	605,560.10	6,661,161.10
01-Nov-2013	Repayment*	10	6,661,161.10					605,560.10	0.00	605,560.10	6,055,601.00
01-Nov-2014	Repayment*	11	6,055,601.00					605,560.10	0.00	605,560.10	5,450,040.90
01-Nov-2015	Repayment*	12	5,450,040.90					605,560.10	0.00	605,560.10	4,844,480.80
01-Nov-2016	Repayment*	13	4,844,480.80					605,560.10	0.00	605,560.10	4,238,920.70
01-Nov-2017	Repayment*	14	4,238,920.70					605,560.10	0.00	605,560.10	3,633,360.60
01-Nov-2018	Repayment*	15	3,633,360.60					605,560.10	0.00	605,560.10	3,027,800.50
01-Nov-2019	Repayment*	16	3,027,800.50					605,560.10	0.00	605,560.10	2,422,240.40
01-Nov-2020	Repayment*	17	2,422,240.40					605,560.10	0.00	605,560.10	1,816,680.30
01-Nov-2021	Repayment*	18	1,816,680.30					605,560.10	0.00	605,560.10	1,211,120.20
01-Nov-2022	Repayment*	19	1,211,120.20					605,560.10	0.00	605,560.10	605,560.10
01-Nov-2023	Repayment*	20	605,560.10					605,560.10	0.00	605,560.10	0.00
				\$12,111,202	\$10,092,628	\$2,018,574	\$2,018,574	\$12,111,202.00	\$0.00	\$12,111,202.00	

Outstanding Disbursements:

\$0 \$0 \$0

* Projected disbursement, interest and repayment amounts are subject to recalculation based on actual time and amount of disbursements and final construction completion date.

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EXHIBIT J

SCHEDULE OF SYSTEM OBLIGATIONS

The following outstanding debts are senior to this loan.

Attachment	Title	Project No.	Contract No.	Total Amt.	Amt. Remaining	Term	End date
A	State Revolving Fund Local Match Loan	C-06-4383-110	7-807-550-0	\$12,727,104	\$11,461,094.40	20 yrs.	3/24/2020
B	State Revolving Fund Local Match Loan	C-06-4650-210	8-840-550-0	\$4,520,949	\$4,520,949	20 yrs.	4/15/2020
C	State Revolving Fund Local Match Loan	C-06-4690-110	8-841-550-0	\$1,031,653	\$928,849.60	20 yrs.	11/20/2020
D	State Revolving Fund Local Match Loan	C-06-4119-410	8-839-550-0	\$3,030,421	\$2,880,060.60	20 yrs.	3/14/2021
E	State Revolving Fund Local Match Loan	C-06-4542-110	7-832-550-0	\$8,021,329	\$7,622,985.50	20 yrs.	8/30/2021
F	State Revolving Fund Local Match Loan	C-06-4650-110	99-827-550-0	\$10,453,781	\$9,463,532.35	20 yrs.	10/15/2021
G	State Revolving Fund Local Match Loan	C-06-4718-110	00-826-550-0	\$9,709,702	\$9,224,216.90	20 yrs.	10/15/2021
H	State Revolving Fund Local Match Loan	C-06-4119-510	8-838-550-0	\$40,464,525	\$39,905,409.00	20 yrs.	5/12/2022
I	Sewer Revenue Bonds, Series 1993	N/A	N/A	\$250,000,000	\$207,540,000	30 yrs.	6/30/2023
J	Sewer Revenue Bonds, Series 1995	N/A	N/A	\$350,000,000	\$316,735,000	30 yrs.	6/30/2025
K	Sewer Revenue Bonds, Series 1997A and Series 1997B	N/A	N/A	\$250,000,000	\$228,890,000	31 yrs.	6/30/2027
L	Sewer Revenue Bonds, Series 1999A and Series 1999B	N/A	N/A	\$315,410,000	\$302,080,000	31 yrs.	6/30/2029

The following Local Match State Revolving Fund Loan has a debt term of 20 years and is parity to this loan.

Attachment	Project No.	Contract No.	Total Amt.	Amt. Remaining	End date
I	C-06-4721-110	00-824-550-0	\$8,303,180	\$8,303,180	10/1/2023

EXHIBIT "F"
STATE OF CALIFORNIA
STATE WATER RESOURCES CONTROL BOARD
STATE REVOLVING FUND LOAN REPAYMENT SCHEDULE

Recipient: CITY OF SAN DIEGO
 Loan No. : C-06-4383-110
 Contract No. : 7-807-550-0
 Final Construction Date: March 24, 2000
 Funding Source: Repayment / 2002 Revenue Bond

Date	Disbursement/ Repayment	No.	Beginning Principal Balance	Total Eligible	Federal Disbursement Amount	Local Disbursement Amount	Effective Interest Accrued	Repayment			Ending Principal Balance
								Principal Paid	Interest Paid	Total Due	
[A]	[B]	[C]	[D] = Prior [M]	[E]	[F]	[G] = Sum [F]	[H]	[I] = [L] - [K]	[J] = Annual [H]	[K]	[L] = [D]+[E]-[K]
09-Feb-2000	Disbursement	1	\$0.00	\$12,660,096	\$10,550,038	\$2,110,058	\$2,110,058				\$12,660,096.00
24-Mar-2000	Constr. Compl.		12,660,096.00								12,660,096.00
24-Mar-2001	Repayment	1	12,660,096.00					\$633,004.80	\$0.00	\$633,004.80	12,027,091.20
30-Jun-2001	End FY		12,027,091.20								12,027,091.20
24-Mar-2002	Repayment	2	12,027,091.20					633,004.80	0.00	633,004.80	11,394,086.40
30-Jun-2002	End FY		11,394,086.40								11,394,086.40
03-Oct-2002	Disbursement	2	11,394,086.40	67,008.00	55,840.00	11,168.00	11,168.00				11,461,094.40
24-Mar-2003	Repayment	3	11,461,094.40					636,727.47	0.00	636,727.47	10,824,366.93
30-Jun-2003	End FY		10,824,366.93								10,824,366.93
24-Mar-2004	Repayment	4	10,824,366.93					636,727.47	0.00	636,727.47	10,187,639.46
24-Mar-2005	Repayment	5	10,187,639.46					636,727.47	0.00	636,727.47	9,550,911.99
24-Mar-2006	Repayment	6	9,550,911.99					636,727.47	0.00	636,727.47	8,914,184.52
24-Mar-2007	Repayment	7	8,914,184.52					636,727.47	0.00	636,727.47	8,277,457.05
24-Mar-2008	Repayment	8	8,277,457.05					636,727.47	0.00	636,727.47	7,640,729.58
24-Mar-2009	Repayment	9	7,640,729.58					636,727.47	0.00	636,727.47	7,004,002.11
24-Mar-2010	Repayment	10	7,004,002.11					636,727.47	0.00	636,727.47	6,367,274.64
24-Mar-2011	Repayment	11	6,367,274.64					636,727.47	0.00	636,727.47	5,730,547.17
24-Mar-2012	Repayment	12	5,730,547.17					636,727.47	0.00	636,727.47	5,093,819.70
24-Mar-2013	Repayment	13	5,093,819.70					636,727.47	0.00	636,727.47	4,457,092.23
24-Mar-2014	Repayment	14	4,457,092.23					636,727.47	0.00	636,727.47	3,820,364.76
24-Mar-2015	Repayment	15	3,820,364.76					636,727.47	0.00	636,727.47	3,183,637.29
24-Mar-2016	Repayment	16	3,183,637.29					636,727.47	0.00	636,727.47	2,546,909.82
24-Mar-2017	Repayment	17	2,546,909.82					636,727.47	0.00	636,727.47	1,910,182.35
24-Mar-2018	Repayment	18	1,910,182.35					636,727.47	0.00	636,727.47	1,273,454.88
24-Mar-2019	Repayment	19	1,273,454.88					636,727.47	0.00	636,727.47	636,727.41
24-Mar-2020	Repayment	20	636,727.41					636,727.41	0.00	636,727.41	0.00
				\$12,727,104	\$10,605,878	\$2,121,226	\$2,121,226	\$12,727,104.00	\$0.00	\$12,727,104.00	

EXHIBIT "F"
STATE OF CALIFORNIA
STATE WATER RESOURCES CONTROL BOARD
STATE REVOLVING FUND LOAN REPAYMENT SCHEDULE

Recipient: CITY OF SAN DIEGO
 Loan No.: C-06-4650-210
 Contract No.: 8-840-550-0
 Final Construction Date: April 15, 2000
 Funding Source: Revenue Bond (PCA #50401)

Date: 20-Nov-02
 Original Loan Amount: \$4,520,949
 -Federal Share \$753,507
 -Local Share \$3,767,442
 Interest Rate: 0.0%
 Term: 20 Years

Date	Disbursement/ Repayment	No.	Beginning Principal Balance	Total Eligible	Federal Disbursement Amount	Local Disbursement Amount	Effective Interest Accrued	Repayment			Ending Principal Balance
								Principal Paid	Interest Paid	Total Due	
[A]	[B]	[C]	[D] = Prior [M]	[E]	[F]	[G] = Sum [F]	[H]	[I] = [L] - [K]	[J] = Annual [H]	[K]	[L] = [D]+[E]-[K]
15-Apr-2000	Constr. Compl.		\$0.00								\$0.00
30-Jun-2000	End FY		0.00								0.00
15-Apr-2001	Repayment	1	0.00					\$0.00	\$0.00	\$0.00	0.00
30-Jun-2001	End FY		0.00								0.00
15-Apr-2002	Repayment	2	0.00					0.00	0.00	0.00	0.00
30-Jun-2002	End FY		0.00								0.00
03-Oct-2002	Disbursement	1	0.00	\$4,520,949	\$3,767,442	\$753,507	\$753,507				\$4,520,949.00
30-Jun-2002	End FY		4,520,949.00								4,520,949.00
15-Apr-2003	Repayment	3	4,520,949.00					251,163.83	0.00	251,163.83	4,269,785.17
15-Apr-2004	Repayment	4	4,269,785.17					251,163.83	0.00	251,163.83	4,018,621.34
15-Apr-2005	Repayment	5	4,018,621.34					251,163.83	0.00	251,163.83	3,767,457.51
15-Apr-2006	Repayment	6	3,767,457.51					251,163.83	0.00	251,163.83	3,516,293.68
15-Apr-2007	Repayment	7	3,516,293.68					251,163.83	0.00	251,163.83	3,265,129.85
15-Apr-2008	Repayment	8	3,265,129.85					251,163.83	0.00	251,163.83	3,013,966.02
15-Apr-2009	Repayment	9	3,013,966.02					251,163.83	0.00	251,163.83	2,762,802.19
15-Apr-2010	Repayment	10	2,762,802.19					251,163.83	0.00	251,163.83	2,511,638.36
15-Apr-2011	Repayment	11	2,511,638.36					251,163.83	0.00	251,163.83	2,260,474.53
15-Apr-2012	Repayment	12	2,260,474.53					251,163.83	0.00	251,163.83	2,009,310.70
15-Apr-2013	Repayment	13	2,009,310.70					251,163.83	0.00	251,163.83	1,758,146.87
15-Apr-2014	Repayment	14	1,758,146.87					251,163.83	0.00	251,163.83	1,506,983.04
15-Apr-2015	Repayment	15	1,506,983.04					251,163.83	0.00	251,163.83	1,255,819.21
15-Apr-2016	Repayment	16	1,255,819.21					251,163.83	0.00	251,163.83	1,004,655.38
15-Apr-2017	Repayment	17	1,004,655.38					251,163.83	0.00	251,163.83	753,491.55
15-Apr-2018	Repayment	18	753,491.55					251,163.83	0.00	251,163.83	502,327.72
15-Apr-2019	Repayment	19	502,327.72					251,163.83	0.00	251,163.83	251,163.89
15-Apr-2020	Repayment	20	251,163.89					251,163.89	0.00	251,163.89	0.00
				\$4,520,949	\$3,767,442	\$753,507	\$753,507	\$4,520,949.00	\$0.00	\$4,520,949.00	

FINAL REPAYMENT SCHEDULE - DISBURSEMENTS COMPLETED

EXHIBIT "F"
STATE OF CALIFORNIA
STATE WATER RESOURCES CONTROL BOARD
STATE REVOLVING FUND LOAN REPAYMENT SCHEDULE

Recipient: CITY OF SAN DIEGO
Loan No. : C-06-4690-110
Contract No. : 8-841-550-0
Final Construction Date: November 20, 2000
Funding Source: Repayment

Date: 7-Nov-02
Original Loan Amount: \$1,031,653
-Federal Share \$859,707
-Local Share \$171,946
Interest Rate: 0.0%
Term: 20 Years

Date	Disbursement/ Repayment	No.	Beginning Principal Balance	Total Eligible	Federal Disbursement Amount	Local Disbursement Amount	Effective Interest Accrued	Repayment			Ending Principal Balance
								Principal Paid	Interest Paid	Total Due	
[A]	[B]	[C]	[D] = Prior [M]	[E]	[F]	[G] = Sum [F]	[H]	[I] = [L] - [K]	[J] = Annual [H]	[K]	[L] = [D]+[E]-[K]
17-May-2001	Disbursement	1	\$0.00	\$1,024,014	\$853,342	\$170,672	\$170,672				\$1,024,014.00
30-Jun-2001	End FY		1,024,014.00								1,024,014.00
20-Nov-2001	Repayment	1	1,024,014.00					\$51,200.70	\$0.00	\$51,200.70	972,813.30
30-Jun-2002	End FY		972,813.30								972,813.30
21-Aug-2002	Disbursement	2	972,813.30	\$7,639	\$6,365	\$1,274	\$1,274				980,452.30
20-Nov-2002	Repayment	2	980,452.30					51,602.75	0.00	51,602.75	928,849.55
30-Jun-2003	End FY		928,849.55								928,849.55
20-Nov-2003	Repayment	3	928,849.55					51,602.75	0.00	51,602.75	877,246.80
20-Nov-2004	Repayment	4	877,246.80					51,602.75	0.00	51,602.75	825,644.05
20-Nov-2005	Repayment	5	825,644.05					51,602.75	0.00	51,602.75	774,041.30
20-Nov-2006	Repayment	6	774,041.30					51,602.75	0.00	51,602.75	722,438.55
20-Nov-2007	Repayment	7	722,438.55					51,602.75	0.00	51,602.75	670,835.80
20-Nov-2008	Repayment	8	670,835.80					51,602.75	0.00	51,602.75	619,233.05
20-Nov-2009	Repayment	9	619,233.05					51,602.75	0.00	51,602.75	567,630.30
20-Nov-2010	Repayment	10	567,630.30					51,602.75	0.00	51,602.75	516,027.55
20-Nov-2011	Repayment	11	516,027.55					51,602.75	0.00	51,602.75	464,424.80
20-Nov-2012	Repayment	12	464,424.80					51,602.75	0.00	51,602.75	412,822.05
20-Nov-2013	Repayment	13	412,822.05					51,602.75	0.00	51,602.75	361,219.30
20-Nov-2014	Repayment	14	361,219.30					51,602.75	0.00	51,602.75	309,616.55
20-Nov-2015	Repayment	15	309,616.55					51,602.75	0.00	51,602.75	258,013.80
20-Nov-2016	Repayment	16	258,013.80					51,602.75	0.00	51,602.75	206,411.05
20-Nov-2017	Repayment	17	206,411.05					51,602.75	0.00	51,602.75	154,808.30
20-Nov-2018	Repayment	18	154,808.30					51,602.75	0.00	51,602.75	103,205.55
20-Nov-2019	Repayment	19	103,205.55					51,602.75	0.00	51,602.75	51,602.80
20-Nov-2020	Repayment	20	51,602.80					51,602.80	0.00	51,602.80	0.00
				\$1,031,653	\$859,707	\$171,946	\$171,946	\$1,031,653.00	\$0.00	\$1,031,653.05	

EXHIBIT "F"
STATE OF CALIFORNIA
STATE WATER RESOURCES CONTROL BOARD
STATE REVOLVING FUND LOAN INSTALLMENT PAYMENTS SCHEDULE

Recipient: CITY OF SAN DIEGO
 Loan No. : C-06-4119-410
 Contract No. : 8-839-550-0
 Final Construction Date: March 14, 2001
 Funding Source: FY 2000

Date: 7-Nov-02
 Original Loan Amount: \$3,030,421
 -Federal Share \$2,525,341
 -Local Share \$505,080
 Interest Rate: 0.0%
 Term: 20 Years

Date	Disbursement/ Repayment	No.	Beginning Principal Balance	Total Eligible	Federal Disbursement Amount	Local Match Amount	Effective Interest Accrued	Installment Payments			Ending Principal Balance	Effective interest incl. in principal
								Principal Paid	Interest Paid	Total Due		
[A]	[B]	[C]	[D] = Prior [M]	[E]	[F]	[G] = Sum [F]	[H]	[I] = [L] - [K]	[J] = Annual [H]	[K]	[L] = [D]+[E]-[K]	[M]
11-Jun-2001	Disbursement	1	\$0.00	\$2,985,437.00	\$2,487,854.00	\$497,583.00	\$497,583.00				2,985,437.00	
12-Jun-2001	Disbursement	2	2,985,437.00	14,785.00	12,321.00	2,464.00	2,464.00				3,000,222.00	
30-Jun-2001	End FY		3,000,222.00								3,000,222.00	
23-Aug-2001	Disbursement	3	3,000,222.00	4,070.00	3,392.00	678.00	678.00				3,004,292.00	
29-Aug-2001	Disbursement	4	3,004,292.00	2,916.00	2,430.00	486.00	486.00				3,007,208.00	
14-Mar-2002	Repayment	1	3,007,208.00					150,360.40	0.00	150,360.40	2,856,847.60	\$25,254.00
30-Jun-2002	End FY		2,856,847.60								2,856,847.60	
03-Oct-2002	Disbursement	5	2,856,847.60	23,213.00	19,344.00	3,869.00	3,869.00				2,880,060.60	
14-Mar-2003	Repayment	2	2,880,060.60					151,582.14	0.00	151,582.14	2,728,478.46	25,254.00
30-Jun-2003	End FY		2,728,478.46								2,728,478.46	
14-Mar-2004	Repayment	3	2,728,478.46					151,582.14	0.00	151,582.14	2,576,896.32	25,254.00
14-Mar-2005	Repayment	4	2,576,896.32					151,582.14	0.00	151,582.14	2,425,314.18	25,254.00
14-Mar-2006	Repayment	5	2,425,314.18					151,582.14	0.00	151,582.14	2,273,732.04	25,254.00
14-Mar-2007	Repayment	6	2,273,732.04					151,582.14	0.00	151,582.14	2,122,149.90	25,254.00
14-Mar-2008	Repayment	7	2,122,149.90					151,582.14	0.00	151,582.14	1,970,567.76	25,254.00
14-Mar-2009	Repayment	8	1,970,567.76					151,582.14	0.00	151,582.14	1,818,985.62	25,254.00
14-Mar-2010	Repayment	9	1,818,985.62					151,582.14	0.00	151,582.14	1,667,403.48	25,254.00
14-Mar-2011	Repayment	10	1,667,403.48					151,582.14	0.00	151,582.14	1,515,821.34	25,254.00
14-Mar-2012	Repayment	11	1,515,821.34					151,582.14	0.00	151,582.14	1,364,239.20	25,254.00
14-Mar-2013	Repayment	12	1,364,239.20					151,582.14	0.00	151,582.14	1,212,657.06	25,254.00
14-Mar-2014	Repayment	13	1,212,657.06					151,582.14	0.00	151,582.14	1,061,074.92	25,254.00
14-Mar-2015	Repayment	14	1,061,074.92					151,582.14	0.00	151,582.14	909,492.78	25,254.00
14-Mar-2016	Repayment	15	909,492.78					151,582.14	0.00	151,582.14	757,910.64	25,254.00
14-Mar-2017	Repayment	16	757,910.64					151,582.14	0.00	151,582.14	606,328.50	25,254.00
14-Mar-2018	Repayment	17	606,328.50					151,582.14	0.00	151,582.14	454,746.36	25,254.00
14-Mar-2019	Repayment	18	454,746.36					151,582.14	0.00	151,582.14	303,164.22	25,254.00
14-Mar-2020	Repayment	19	303,164.22					151,582.14	0.00	151,582.14	151,582.08	25,254.00
14-Mar-2021	Repayment	20	151,582.08					151,582.08	0.00	151,582.08	0.00	25,254.00
				\$3,030,421	\$2,525,341	\$505,080	\$505,080	\$3,030,421.00	\$0.00	\$3,030,421.00		\$505,080.00

EXHIBIT "F"
STATE OF CALIFORNIA
STATE WATER RESOURCES CONTROL BOARD
STATE REVOLVING FUND LOAN REPAYMENT SCHEDULE

Recipient: CITY OF SAN DIEGO - POINT LOMA
Loan No. : C-06-4542-110
Contract No. : 7-832-550-0
Final Construction Date: August 30, 2001
Funding Source: Revenue Bond (PCA # 50401)

Date: 20-Nov-02
Original Loan Amount: \$8,021,329
-Federal Share \$1,336,915
-Local Share \$6,684,414
Interest Rate: 0.0%
Term: 20 Years

Date	Disbursement/ Repayment	No.	Beginning Principal Balance	Total Eligible	Federal Disbursement Amount	Local Disbursement Amount	Effective Interest Accrued	Repayment			Ending Principal Balance
								Principal Paid	Interest Paid	Total Due	
[A]	[B]	[C]	[D] = Prior [M]	[E]	[F]	[G] = Sum [F]	[H]	[I] = [L] - [K]	[J] = Annual [H]	[K]	[L] = [D]+[E]-[K]
09-Feb-2000	Disbursement	1	\$0.00	\$7,852,083	\$6,543,376	\$1,308,707	\$1,308,707				\$7,852,083.00
07-Jun-2000	Disbursement	2	7,852,083.00	74,594	62,162	12,432	12,432				7,926,677.00
30-Jun-2000	End FY		7,926,677.00								7,926,677.00
17-Apr-2001	Disbursement	3	7,926,677.00	36,378	30,315	6,063	6,063				7,963,055.00
13-Jun-2001	Disbursement	4	7,963,055.00	3,815	3,179	636	636				7,966,870.00
30-Jun-2001	End FY		7,966,870.00								7,966,870.00
30-Aug-2001	Constr. Compl.		7,966,870.00								7,966,870.00
30-Jun-2002	End FY		7,966,870.00								7,966,870.00
30-Aug-2002	Repayment	1	7,966,870.00					\$398,343.50	\$0.00	\$398,343.50	7,568,526.50
25-Nov-2002	Disbursement	5	7,568,526.50	54,459	45,382	9,077	9,077				7,622,985.50
30-Jun-2003	End FY		7,622,985.50								7,622,985.50
30-Aug-2003	Repayment	2	7,622,985.50					401,209.76	0.00	401,209.76	7,221,775.74
30-Aug-2004	Repayment	3	7,221,775.74					401,209.76	0.00	401,209.76	6,820,565.98
30-Aug-2005	Repayment	4	6,820,565.98					401,209.76	0.00	401,209.76	6,419,356.22
30-Aug-2006	Repayment	5	6,419,356.22					401,209.76	0.00	401,209.76	6,018,146.46
30-Aug-2007	Repayment	6	6,018,146.46					401,209.76	0.00	401,209.76	5,616,936.70
30-Aug-2008	Repayment	7	5,616,936.70					401,209.76	0.00	401,209.76	5,215,726.94
30-Aug-2009	Repayment	8	5,215,726.94					401,209.76	0.00	401,209.76	4,814,517.18
30-Aug-2010	Repayment	9	4,814,517.18					401,209.76	0.00	401,209.76	4,413,307.42
30-Aug-2011	Repayment	10	4,413,307.42					401,209.76	0.00	401,209.76	4,012,097.66
30-Aug-2012	Repayment	11	4,012,097.66					401,209.76	0.00	401,209.76	3,610,887.90
30-Aug-2013	Repayment	12	3,610,887.90					401,209.76	0.00	401,209.76	3,209,678.14
30-Aug-2014	Repayment	13	3,209,678.14					401,209.76	0.00	401,209.76	2,808,468.38
30-Aug-2015	Repayment	14	2,808,468.38					401,209.76	0.00	401,209.76	2,407,258.62
30-Aug-2016	Repayment	15	2,407,258.62					401,209.76	0.00	401,209.76	2,006,048.86
30-Aug-2017	Repayment	16	2,006,048.86					401,209.76	0.00	401,209.76	1,604,839.10
30-Aug-2018	Repayment	17	1,604,839.10					401,209.76	0.00	401,209.76	1,203,629.34
30-Aug-2019	Repayment	18	1,203,629.34					401,209.76	0.00	401,209.76	802,419.58
30-Aug-2020	Repayment	19	802,419.58					401,209.76	0.00	401,209.76	401,209.82
30-Aug-2021	Repayment	20	401,209.82					401,209.82	0.00	401,209.82	0.00
				\$8,021,329	\$6,684,414	\$1,336,915	\$1,336,915	\$8,021,329.00	\$0.00	\$8,021,329.00	

FINAL REPAYMENT SCHEDULE - DISBURSEMENTS COMPLETED

EXHIBIT "F"
STATE OF CALIFORNIA
STATE WATER RESOURCES CONTROL BOARD
STATE REVOLVING FUND LOAN REPAYMENT SCHEDULE

Recipient: CITY OF SAN DIEGO
 Loan No.: C-06-4650-110
 Contract No.: 99-827-550-0
 Final Construction Date: October 15, 2001
 Funding Source: Repayment (PCA # 50501) & Revenue Bond (PCA #50401)

Date: 20-Nov-02
 Original Loan Amount: \$10,453,781
 -Federal Share \$8,711,449
 -Local Share \$1,742,332
 Interest Rate: 0.0%
 Term: 20 Years

Date	Disbursement/ Repayment	No.	Beginning Principal Balance	Total Eligible	Federal Disbursement Amount	Local Disbursement Amount	Effective Interest Accrued	Repayment			Ending Principal Balance
								Principal Paid	Annual Interest Paid	Total Due	
[A]	[B]	[C]	[D] = Prior [M]	[E]	[F]	[G] = Sum [F]	[H]	[I] = [L] - [K]	[J] = Annual [H]	[K]	[L] = [D]+[E]-[K]
17-May-2001	Disbursement	1	\$0.00	\$9,289,937	\$7,741,583	\$1,548,354	\$1,548,354				\$9,289,937.00
30-Jun-2001	End FY		9,289,937.00								9,289,937.00
15-Oct-2001	Const. Compl.		9,289,937.00								9,289,937.00
30-Jun-2002	End FY		9,289,937.00								9,289,937.00
15-Oct-2002	Repayment	1	9,289,937.00					\$464,496.85	\$0.00	\$464,496.85	8,825,440.15
01-Jan-2003	Disbursement*	1	8,825,440.15	\$1,163,844	969,866	193,978	193,978				9,989,284.15
30-Jun-2003	End FY		9,989,284.15								9,989,284.15
15-Oct-2003	Repayment*	2	9,989,284.15					525,751.80	0.00	525,751.80	9,463,532.35
15-Oct-2004	Repayment*	3	9,463,532.35					525,751.80	0.00	525,751.80	8,937,780.55
15-Oct-2005	Repayment*		8,937,780.55					525,751.80	0.00	525,751.80	8,412,028.75
15-Oct-2006	Repayment*	5	8,412,028.75					525,751.80	0.00	525,751.80	7,886,276.95
15-Oct-2007	Repayment*	6	7,886,276.95					525,751.80	0.00	525,751.80	7,360,525.15
15-Oct-2008	Repayment*	7	7,360,525.15					525,751.80	0.00	525,751.80	6,834,773.35
15-Oct-2009	Repayment*	8	6,834,773.35					525,751.80	0.00	525,751.80	6,309,021.55
15-Oct-2010	Repayment*	9	6,309,021.55					525,751.80	0.00	525,751.80	5,783,269.75
15-Oct-2011	Repayment*	10	5,783,269.75					525,751.80	0.00	525,751.80	5,257,517.95
15-Oct-2012	Repayment*	11	5,257,517.95					525,751.80	0.00	525,751.80	4,731,766.15
15-Oct-2013	Repayment*	12	4,731,766.15					525,751.80	0.00	525,751.80	4,206,014.35
15-Oct-2014	Repayment*	13	4,206,014.35					525,751.80	0.00	525,751.80	3,680,262.55
15-Oct-2015	Repayment*	14	3,680,262.55					525,751.80	0.00	525,751.80	3,154,510.75
15-Oct-2016	Repayment*	15	3,154,510.75					525,751.80	0.00	525,751.80	2,628,758.95
15-Oct-2017	Repayment*	16	2,628,758.95					525,751.80	0.00	525,751.80	2,103,007.15
15-Oct-2018	Repayment*	17	2,103,007.15					525,751.80	0.00	525,751.80	1,577,255.35
15-Oct-2019	Repayment*	18	1,577,255.35					525,751.80	0.00	525,751.80	1,051,503.55
15-Oct-2020	Repayment*	19	1,051,503.55					525,751.80	0.00	525,751.80	525,751.75
15-Oct-2021	Repayment*	20	525,751.75					525,751.75	0.00	525,751.75	0.00
				\$10,453,781	\$8,711,449	\$1,742,332	\$1,742,332	\$10,453,781.00	\$0.00	\$10,453,781.00	

* Projected disbursement. Interest and repayment amounts are subject to recalculation based on actual time and amount of disbursements and final construction completion date.

EXHIBIT "F"
STATE OF CALIFORNIA
STATE WATER RESOURCES CONTROL BOARD
STATE REVOLVING FUND LOAN PRELIMINARY REPAYMENT SCHEDULE

Recipient: CITY OF SAN DIEGO
 Loan No. : C-06-4718-110
 Contract No. : 00-826-550-0
 Final Construction Date: January 31, 2003
 Funding Source: Revenue Bond (PCA # 50401)

Date: 21-Nov-02
 Original Loan Amount: \$9,709,702
 -Federal Share \$1,618,316
 -Local Share \$8,091,386
 Interest Rate: 0.0%
 Term: 20 Years

Date	Disbursement/ Repayment	No.	Beginning Principal Balance	Total Eligible	Federal Disbursement Amount	Local Disbursement Amount	Effective Interest Accrued	Repayment			Ending Principal Balance
								Principal Paid	Interest Paid	Total Due	
[A]	[B]	[C]	[D] = Prior [M]	[E]	[F]	[G] = Sum [F]	[H]	[I] = [L] - [K]	[J] = Annual [H]	[K]	[L] = [D]+[E]-[K]
03-Oct-2002	Disbursement	1	\$0.00	\$8,143,288	\$6,786,046	\$1,357,242	\$1,357,242				\$8,143,288.00
31-Jan-2003	Constr. Compl.		8,143,288.00								8,143,288.00
30-Jun-2003	End FY		8,143,288.00								8,143,288.00
01-Jul-2003	Disbursement*	2	8,143,288.00	1,566,414	1,305,340	261,074	261,074				9,709,702.00
30-Jun-2004	End FY		9,709,702.00								9,709,702.00
15-Oct-2002	Repayment*	1	9,709,702.00					\$485,485.10	\$0.00	\$485,485.10	9,224,216.90
15-Oct-2003	Repayment*	2	9,224,216.90					485,485.10	0.00	485,485.10	8,738,731.80
15-Oct-2004	Repayment*	3	8,738,731.80					485,485.10	0.00	485,485.10	8,253,246.70
15-Oct-2005	Repayment*	4	8,253,246.70					485,485.10	0.00	485,485.10	7,767,761.60
15-Oct-2006	Repayment*	5	7,767,761.60					485,485.10	0.00	485,485.10	7,282,276.50
15-Oct-2007	Repayment*	6	7,282,276.50					485,485.10	0.00	485,485.10	6,796,791.40
15-Oct-2008	Repayment*	7	6,796,791.40					485,485.10	0.00	485,485.10	6,311,306.30
15-Oct-2009	Repayment*	8	6,311,306.30					485,485.10	0.00	485,485.10	5,825,821.20
15-Oct-2010	Repayment*	9	5,825,821.20					485,485.10	0.00	485,485.10	5,340,336.10
15-Oct-2011	Repayment*	10	5,340,336.10					485,485.10	0.00	485,485.10	4,854,851.00
15-Oct-2012	Repayment*	11	4,854,851.00					485,485.10	0.00	485,485.10	4,369,365.90
15-Oct-2013	Repayment*	12	4,369,365.90					485,485.10	0.00	485,485.10	3,883,880.80
15-Oct-2014	Repayment*	13	3,883,880.80					485,485.10	0.00	485,485.10	3,398,395.70
15-Oct-2015	Repayment*	14	3,398,395.70					485,485.10	0.00	485,485.10	2,912,910.60
15-Oct-2016	Repayment*	15	2,912,910.60					485,485.10	0.00	485,485.10	2,427,425.50
15-Oct-2017	Repayment*	16	2,427,425.50					485,485.10	0.00	485,485.10	1,941,940.40
15-Oct-2018	Repayment*	17	1,941,940.40					485,485.10	0.00	485,485.10	1,456,455.30
15-Oct-2019	Repayment*	18	1,456,455.30					485,485.10	0.00	485,485.10	970,970.20
15-Oct-2020	Repayment*	19	970,970.20					485,485.10	0.00	485,485.10	485,485.10
15-Oct-2021	Repayment*	20	485,485.10					485,485.10	0.00	485,485.10	0.00
				\$9,709,702	\$8,091,386	\$1,618,316	\$1,618,316	\$9,709,702.00	\$0.00	\$9,709,702.00	

* Projected disbursement, interest and repayment amounts are subject to recalculation based on actual time and amount of disbursements and final construction completion date.

EXHIBIT "F"
STATE OF CALIFORNIA
STATE WATER RESOURCES CONTROL BOARD
STATE REVOLVING FUND LOAN PRELIMINARY REPAYMENT SCHEDULE

Recipient: CITY OF SAN DIEGO
 Loan No. : C-06-4119-510
 Contract No. : 8-838-550-0
 Final Construction Date: May 12, 2002
 Funding Source: 2002 Revenue Bond, PCA #50401

Date: 20-Nov-02
 Original Loan Amount: \$40,464,525
 -Federal Share \$33,720,303
 -Local Share \$6,744,222
 Interest Rate: 0.0%
 Term: 20 Years

Date	Disbursement/ Repayment	No.	Beginning Principal Balance	Total Eligible	Federal Disbursement Amount	Local Disbursement Amount	Effective Interest Accrued	Repayment			Ending Principal Balance
								Principal Paid	Interest Paid	Total Due	
[A]	[B]	[C]	[D] = Prior [M]	[E]	[F]	[G] = Sum [F]	[H]	[I] = [L] - [K]	[J] = Annual [H]	[K]	[L] = [D]+[E]-[K]
30-Mar-2001	Disbursement	1	\$0.00	\$36,747,827.00	\$30,623,067.00	\$6,124,760.00	\$6,124,760.00				\$36,747,827.00
13-Jun-2001	Disbursement	2	36,747,827.00	1,711,048.00	1,425,868.00	285,180.00	285,180.00				38,458,875.00
30-Jun-2001	End FY		38,458,875.00								38,458,875.00
20-Aug-2001	Disbursement	3	38,458,875.00	372,600.00	310,499.00	62,101.00	62,101.00				38,831,475.00
12-May-2002	Const. Compl.		38,831,475.00								38,831,475.00
30-Jun-2002	End FY		38,831,475.00								38,831,475.00
03-Oct-2002	Disbursement	4	38,831,475.00	\$1,073,934.00	\$894,941.00	\$178,993.00	\$178,993.00				39,905,409.00
12-May-2003	Repayment*	1	39,905,409.00					\$1,995,270.45	\$0.00	\$1,995,270.45	37,910,138.55
12-May-2004	Repayment*	2	37,910,138.55					1,995,270.45	0.00	1,995,270.45	35,914,868.10
12-May-2005	Repayment*	3	35,914,868.10					1,995,270.45	0.00	1,995,270.45	33,919,597.65
12-May-2006	Repayment*	4	33,919,597.65					1,995,270.45	0.00	1,995,270.45	31,924,327.20
12-May-2007	Repayment*	5	31,924,327.20					1,995,270.45	0.00	1,995,270.45	29,929,056.75
12-May-2008	Repayment*	6	29,929,056.75					1,995,270.45	0.00	1,995,270.45	27,933,786.30
12-May-2009	Repayment*	7	27,933,786.30					1,995,270.45	0.00	1,995,270.45	25,938,515.85
12-May-2010	Repayment*	8	25,938,515.85					1,995,270.45	0.00	1,995,270.45	23,943,245.40
12-May-2011	Repayment*	9	23,943,245.40					1,995,270.45	0.00	1,995,270.45	21,947,974.95
12-May-2012	Repayment*	10	21,947,974.95					1,995,270.45	0.00	1,995,270.45	19,952,704.50
12-May-2013	Repayment*	11	19,952,704.50					1,995,270.45	0.00	1,995,270.45	17,957,434.05
12-May-2014	Repayment*	12	17,957,434.05					1,995,270.45	0.00	1,995,270.45	15,962,163.60
12-May-2015	Repayment*	13	15,962,163.60					1,995,270.45	0.00	1,995,270.45	13,966,893.15
12-May-2016	Repayment*	14	13,966,893.15					1,995,270.45	0.00	1,995,270.45	11,971,622.70
12-May-2017	Repayment*	15	11,971,622.70					1,995,270.45	0.00	1,995,270.45	9,976,352.25
12-May-2018	Repayment*	16	9,976,352.25					1,995,270.45	0.00	1,995,270.45	7,981,081.80
12-May-2019	Repayment*	17	7,981,081.80					1,995,270.45	0.00	1,995,270.45	5,985,811.35
12-May-2020	Repayment*	18	5,985,811.35					1,995,270.45	0.00	1,995,270.45	3,990,540.90
12-May-2021	Repayment*	19	3,990,540.90					1,995,270.45	0.00	1,995,270.45	1,995,270.45
12-May-2022	Repayment*	20	1,995,270.45					1,995,270.45	0.00	1,995,270.45	0.00
				\$39,905,409.00	\$33,254,375.00	\$6,651,034.00	\$6,651,034.00	\$39,905,409.00	\$0.00	\$39,905,409.00	

Outstanding Disbursements:

\$559,116 \$465,928 \$93,188.38

* Projected disbursement, interest and repayment amounts are subject to recalculation based on actual time and amount of disbursements and final construction completion date.

Debt Service Requirements

The following table shows the debt service requirements with respect to the Series 1993 Bonds.

Table 1
SERIES 1993 BONDS DEBT SERVICE REQUIREMENTS

Year Ending June 30	Principal	Interest	Total Debt Service
1994	\$2,855,000	\$8,026,400.83	\$10,881,400.83
1995	4,360,000	11,959,661.25	16,319,661.25
1996	4,500,000	11,817,961.25	16,317,961.25
1997	4,660,000	11,660,461.25	16,320,461.25
1998	4,820,000	11,497,361.25	16,317,361.25
1999	5,000,000	11,316,611.25	16,316,611.25
2000	5,203,000	11,116,611.25	16,321,611.25
2001	5,415,000	10,903,206.25	16,318,206.25
2002	5,645,000	10,675,776.25	16,320,776.25
2003	5,885,000	10,433,041.25	16,318,041.25
2004	6,145,000	10,174,101.25	16,319,101.25
2005	6,420,000	9,897,576.25	16,317,576.25
2006	6,720,000	9,600,651.25	16,320,651.25
2007	7,040,000	9,281,451.25	16,321,451.25
2008	7,375,000	8,943,531.25	16,318,531.25
2009	7,735,000	8,584,000.00	16,319,000.00
2010	8,115,000	8,204,985.00	16,319,985.00
2011	8,510,000	7,807,350.00	16,317,350.00
2012	8,935,000	7,381,850.00	16,316,850.00
2013	9,385,000	6,935,100.00	16,320,100.00
2014	9,855,000	6,465,850.00	16,320,850.00
2015	10,370,000	5,948,462.50	16,318,462.50
2016	10,915,000	5,404,037.50	16,319,037.50
2017	11,490,000	4,831,000.00	16,321,000.00
2018	12,090,000	4,227,775.00	16,317,775.00
2019	12,725,000	3,593,050.00	16,318,050.00
2020	13,395,000	2,924,987.50	16,319,987.50
2021	14,095,000	2,221,750.00	16,316,750.00
2022	14,800,000	1,517,000.00	16,317,000.00
2023	15,540,000	777,000.00	16,317,000.00

SECURITY FOR THE SERIES 1993 BONDS*Source of Payment*

The Series 1993 Bonds are payable solely from Installment Payments made by the City from Net System Revenues pursuant to the Installment Purchase Agreement. All Parity Obligations, including the Installment Payments pledged to the payment of the Series 1993 Bonds, shall be secured by a lien on and pledge of Net System Revenues, and within such lien priority, Parity Obligations shall be of equal rank without preference, priority or distinction of any Parity Obligations over any other Parity Obligations. Such lien and pledge shall constitute a first lien on Net System Revenues; provided, however, that out of Net System Revenues there may be apportioned such sums for such purposes as are expressly permitted by the Installment Purchase Agreement.

Debt Service Requirements

The following table shows the total debt service requirements from Net System Revenues with respect to the Series 1995 Bonds and the Outstanding Parity Bonds.

Table 1
TOTAL DEBT SERVICE REQUIREMENTS

<u>Year Ending</u> <u>June 30</u>	<u>Series 1995 Bonds</u>		<u>Outstanding Parity Bonds</u>		<u>Total Debt</u> <u>Service</u>
	<u>Principal</u>	<u>Interest</u>	<u>Principal</u>	<u>Interest</u>	
1996		\$ 7,945,913.32	\$4,500,000	\$5,908,980.63	\$18,354,893.95
1997		17,442,248.76	4,660,000	11,660,461.25	33,762,710.01
1998	\$ 6,140,000	17,442,248.76	4,820,000	11,497,361.25	39,899,610.01
1999	6,380,000	17,202,788.76	5,000,000	11,316,611.25	39,899,400.01
2000	6,635,000	16,947,588.76	5,205,000	11,116,611.25	39,904,200.01
2001	6,910,000	16,675,553.76	5,415,000	10,903,206.25	39,903,760.01
2002	7,200,000	16,381,878.76	5,645,000	10,675,776.25	39,902,655.01
2003	7,510,000	16,072,278.76	5,885,000	10,433,041.25	39,900,320.01
2004	7,840,000	15,743,716.26	6,145,000	10,174,101.25	39,902,817.51
2005	8,195,000	15,390,916.26	6,420,000	9,897,576.25	39,903,492.51
2006	8,685,000	14,899,216.26	6,720,000	9,600,651.25	39,904,867.51
2007	9,205,000	14,378,116.26	7,040,000	9,281,451.25	39,904,567.51
2008	9,760,000	13,825,816.26	7,375,000	8,943,531.25	39,904,347.51
2009	10,235,000	13,350,016.26	7,735,000	8,584,000.00	39,904,016.26
2010	10,730,000	12,851,060.00	8,115,000	8,204,985.00	39,901,045.00
2011	11,270,000	12,314,560.00	8,510,000	7,807,350.00	39,901,910.00
2012	11,850,000	11,734,155.00	8,935,000	7,381,850.00	39,901,005.00
2013	12,460,000	11,123,880.00	9,385,000	6,935,100.00	39,903,980.00
2014	13,105,000	10,475,960.00	9,855,000	6,465,850.00	39,901,810.00
2015	13,790,000	9,794,500.00	10,370,000	5,948,462.50	39,902,962.50
2016	14,480,000	9,105,000.00	10,915,000	5,404,037.50	39,904,037.50
2017	15,200,000	8,381,000.00	11,490,000	4,831,000.00	39,902,000.00
2018	15,960,000	7,621,000.00	12,090,000	4,227,775.00	39,898,775.00
2019	16,760,000	6,823,000.00	12,725,000	3,593,050.00	39,901,050.00
2020	17,600,000	5,985,000.00	13,395,000	2,924,987.50	39,904,987.50
2021	18,480,000	5,105,000.00	14,095,000	2,221,750.00	39,901,750.00
2022	19,400,000	4,181,000.00	14,800,000	1,517,000.00	39,898,000.00
2023	20,370,000	3,211,000.00	15,540,000	777,000.00	39,898,000.00
2024	21,390,000	2,192,500.00	--	--	23,582,500.00
2025	22,460,000	1,123,000.00	--	--	23,583,000.00

Debt Service Requirements

The following table shows the total debt service requirements from Net System Revenues with respect to the Series 1997A Bonds, the Series 1997B Bonds and the Outstanding Parity Bonds.

Table I
TOTAL DEBT SERVICE REQUIREMENTS

<u>Year Ending</u> <u>June 30</u>	<u>Series 1997A Bonds</u>		<u>Series 1997B Bonds</u>		<u>Outstanding Parity Bonds</u>		<u>Total Debt</u> <u>Service</u>
	<u>Principal</u>	<u>Interest</u>	<u>Principal</u>	<u>Interest</u>	<u>Principal</u>	<u>Interest</u>	
1997		\$2,692,584.92		\$ 985,802.64	\$ 4,660,000	\$14,551,355.01	\$22,889,742.57
1998	\$ 2,860,000	9,320,486.25	\$1,045,000	3,412,393.75	10,960,000	28,939,610.00	\$6,537,490.00
1999	2,965,000	9,214,666.25	1,085,000	3,373,728.75	11,380,000	28,519,400.00	\$6,537,795.00
2000	3,080,000	9,099,031.25	1,130,000	3,331,413.75	11,840,000	28,064,200.00	\$6,544,645.00
2001	3,205,000	8,972,751.25	1,175,000	3,285,083.75	12,325,000	27,578,760.00	\$6,541,595.00
2002	3,340,000	8,838,141.25	1,225,000	3,235,733.75	12,845,000	27,057,655.00	\$6,541,530.00
2003	3,485,000	8,692,851.25	1,275,000	3,182,446.25	13,395,000	26,505,320.00	\$6,535,617.50
2004	3,640,000	8,536,026.25	1,335,000	3,125,071.25	13,985,000	25,917,817.50	\$6,538,915.00
2005	3,810,000	8,368,586.25	1,395,000	3,063,661.25	14,615,000	25,288,492.50	\$6,540,740.00
2006	3,990,000	8,189,516.25	1,460,000	2,998,096.25	15,405,000	24,499,867.50	\$6,542,480.00
2007	4,180,000	7,997,996.25	1,530,000	2,928,016.25	16,245,000	23,659,567.50	\$6,540,580.00
2008	4,385,000	7,793,176.25	1,605,000	2,853,046.25	17,135,000	22,769,347.50	\$6,540,570.00
2009	4,605,000	7,573,926.25	1,685,000	2,772,796.25	17,970,000	21,934,016.25	\$6,540,738.75
2010	4,835,000	7,343,676.25	1,770,000	2,688,546.25	18,845,000	21,056,045.00	\$6,538,267.50
2011	5,080,000	7,097,091.25	1,860,000	2,598,276.25	19,780,000	20,121,910.00	\$6,537,277.50
2012	5,345,000	6,832,931.25	1,955,000	2,501,556.25	20,785,000	19,116,005.00	\$6,535,492.50
2013	5,625,000	6,552,318.75	2,060,000	2,398,918.75	21,845,000	18,058,980.00	\$6,540,217.50
2014	5,920,000	6,257,006.25	2,170,000	2,290,768.75	22,960,000	16,941,810.00	\$6,539,585.00
2015	6,240,000	5,938,806.25	2,285,000	2,174,131.25	24,160,000	15,742,962.50	\$6,540,900.00
2016	6,575,000	5,603,406.25	2,405,000	2,051,312.50	25,395,000	14,509,037.50	\$6,538,756.25
2017	6,930,000	5,250,000.00	2,535,000	1,922,043.75	26,690,000	13,212,000.00	\$6,539,043.75
2018	7,300,000	4,877,512.50	2,675,000	1,785,787.50	28,050,000	11,848,775.00	\$6,537,075.00
2019	7,685,000	4,494,262.50	2,815,000	1,645,350.00	29,485,000	10,416,050.00	\$6,540,662.50
2020	8,085,000	4,090,800.00	2,960,000	1,497,562.50	30,995,000	8,909,987.50	\$6,538,350.00
2021	8,510,000	3,666,337.50	3,115,000	1,342,162.50	32,575,000	7,326,750.00	\$6,535,250.00
2022	8,960,000	3,219,562.50	3,280,000	1,178,625.00	34,200,000	5,698,000.00	\$6,536,187.50
2023	9,430,000	2,749,162.50	3,450,000	1,006,425.00	35,910,000	3,988,000.00	\$6,533,587.50
2024	9,925,000	2,254,087.50	3,635,000	825,300.00	21,390,000	2,192,500.00	40,221,887.50
2025	10,445,000	1,733,025.00	3,825,000	634,462.50	22,460,000	1,123,000.00	40,220,487.50
2026	10,995,000	1,184,662.50	4,025,000	433,650.00			16,638,312.50
2027	11,570,000	607,425.00	4,235,000	222,337.50			16,634,762.50

Debt Service Requirements

The following table shows the total debt service requirements from Net System Revenues with respect to the Series 1999A Bonds, the Series 1999B Bonds and the Outstanding Parity Bonds.

Table 1
TOTAL DEBT SERVICE REQUIREMENTS

Year Ending June 30	Series 1999A Bonds		Series 1999B Bonds		Outstanding Parity Bonds		Total Debt Service
	Principal	Interest	Principal	Interest	Principal	Interest	
1999					\$15,430,000	\$41,107,795.00	\$56,537,795.00
2000	\$1,485,000	\$11,720,414.13	\$ 765,000	\$6,530,750.10	16,050,000	40,494,645.00	77,054,809.22
2001	3,535,000	9,670,027.50	1,910,000	5,397,902.50	16,705,000	39,836,595.00	77,054,525.00
2002	3,660,000	9,546,302.50	1,975,000	5,331,052.50	17,410,000	39,131,530.00	77,053,885.00
2003	3,785,000	9,418,202.50	2,060,000	5,247,115.00	18,155,000	38,380,617.50	77,045,935.00
2004	3,925,000	9,281,942.50	2,145,000	5,159,565.00	18,960,000	37,578,915.00	77,050,422.50
2005	4,070,000	9,134,755.00	2,230,000	5,079,127.50	19,820,000	36,720,740.00	77,054,622.50
2006	4,225,000	8,980,095.00	2,310,000	4,994,387.50	20,855,000	35,687,480.00	77,051,962.50
2007	4,390,000	8,815,320.00	2,415,000	4,890,437.50	21,955,000	34,585,580.00	77,051,337.50
2008	4,610,000	8,595,820.00	2,515,000	4,793,837.50	23,125,000	33,415,570.00	77,055,227.50
2009	4,800,000	8,406,810.00	2,640,000	4,668,087.50	24,260,000	32,280,738.75	77,055,636.25
2010	5,000,000	8,202,810.00	2,750,000	4,555,887.50	25,450,000	31,088,267.50	77,046,965.00
2011	5,260,000	7,946,560.00	2,890,000	4,414,950.00	26,720,000	29,817,277.50	77,048,787.50
2012	5,530,000	7,676,985.00	3,040,000	4,266,837.50	28,085,000	28,450,492.50	77,049,315.00
2013	5,810,000	7,393,572.50	3,195,000	4,111,037.50	29,530,000	27,010,217.50	77,049,827.50
2014	6,080,000	7,126,312.50	3,355,000	3,951,287.50	31,050,000	25,489,585.00	77,052,185.00
2015	6,380,000	6,822,312.50	3,525,000	3,783,537.50	32,685,000	23,855,900.00	77,051,750.00
2016	6,700,000	6,503,312.50	3,700,000	3,607,287.50	34,375,000	22,163,756.25	77,049,356.25
2017	7,035,000	6,168,312.50	3,885,000	3,422,287.50	36,155,000	20,384,043.75	77,049,643.75
2018	7,370,000	5,834,150.00	4,070,000	3,237,750.00	38,025,000	18,512,075.00	77,048,975.00
2019	7,740,000	5,465,650.00	4,270,000	3,034,250.00	39,985,000	16,555,662.50	77,050,562.50
2020	8,105,000	5,098,000.00	4,485,000	2,820,750.00	42,040,000	14,498,350.00	77,047,100.00
2021	8,510,000	4,692,750.00	4,710,000	2,596,500.00	44,200,000	12,335,250.00	77,044,500.00
2022	8,940,000	4,267,250.00	4,945,000	2,361,000.00	46,440,000	10,096,187.50	77,049,437.50
2023	9,385,000	3,820,250.00	5,195,000	2,113,750.00	48,790,000	7,743,587.50	77,047,587.50
2024	9,855,000	3,351,000.00	5,450,000	1,854,000.00	51,950,000	5,271,887.50	60,731,887.50
2025	10,345,000	2,858,250.00	5,725,000	1,581,500.00	56,730,000	3,490,487.50	60,730,237.50
2026	10,865,000	2,341,000.00	6,010,000	1,295,250.00	62,020,000	1,618,312.50	37,149,562.50
2027	11,405,000	1,797,750.00	6,310,000	994,750.00	67,805,000	829,762.50	37,142,262.50
2028	11,975,000	1,227,500.00	6,625,000	679,250.00	-	-	20,506,750.00
2029	12,575,000	628,750.00	6,960,000	348,000.00	-	-	20,511,750.00
TOTAL	\$203,350,000	\$192,797,166.63	\$112,060,000	\$107,131,125.10	\$818,760,000	\$708,431,308.75	\$2,142,524,800.47

EXHIBIT "I"
STATE OF CALIFORNIA
STATE WATER RESOURCES CONTROL BOARD
STATE REVOLVING FUND LOAN PRELIMINARY INSTALLMENT PAYMENT SCHEDULE

Recipient: CITY OF SAN DIEGO
Loan No.: C-06-4721-110
Contract No.: 00-824-550-0
Final Construction Date: October 1, 2003
Funding Source: 2002 Series Revenue Bonds, PCA #50401

Date: 24-Oct-02
Original Loan Amount: \$8,303,180
-Federal Share \$6,919,289
-Local Share \$1,383,891
Interest Rate: 0.0%
Term: 20 Years

Date	Disbursement/ Repayment	No.	Beginning Principal Balance	Total Eligible	Federal Disbursement Amount	Local Disbursement Amount	Effective Interest Accrued	Repayment			Ending Principal Balance
								Principal Paid	Interest Paid	Total Due	
[A]	[B]	[C]	[D] = Prior [M]	[E]	[F]	[G] = Sum [F]	[H]	[I] = [L] - [K]	[J] = Annual [H]	[K]	[L] = [D] + [E] - [K]
01-Nov-2002	Disbursement*	1	\$0.00	\$3,880,470	\$3,233,712	\$646,758	\$646,758				\$3,880,470.00
01-Dec-2002	Disbursement*	2	3,880,470.00	533,805	444,836	88,969	88,969				4,414,275.00
01-Jan-2003	Disbursement*	3	4,414,275.00	589,204	491,001	98,203	98,203				5,003,479.00
01-Feb-2003	Disbursement*	4	5,003,479.00	528,392	440,325	88,067	88,067				5,531,871.00
01-Mar-2003	Disbursement*	5	5,531,871.00	590,557	492,129	98,428	98,428				6,122,428.00
01-Apr-2003	Disbursement*	6	6,122,428.00	325,685	271,403	54,282	54,282				6,448,113.00
01-May-2003	Disbursement*	7	6,448,113.00	467,579	389,648	77,931	77,931				6,915,692.00
01-Jun-2003	Disbursement*	8	6,915,692.00	244,602	203,834	40,768	40,768				7,160,294.00
30-Jun-2003	End FY		7,160,294.00								7,160,294.00
01-Jul-2003	Disbursement*	9	7,160,294.00	224,331	186,942	37,389	37,389				7,384,625.00
01-Aug-2003	Disbursement*	10	7,384,625.00	343,518	286,264	57,254	57,254				7,728,143.00
01-Sep-2003	Disbursement*	11	7,728,143.00	243,248	202,706	40,542	40,542				7,971,391.00
01-Oct-2003	Disbursement*	12	7,971,391.00	283,790	236,491	47,299	47,299				8,255,181.00
01-Oct-2003	Constr. Compl.		8,255,181.00								8,255,181.00
01-Nov-2003	Disbursement*	13	8,255,181.00	47,999	39,999	8,000	8,000				8,303,180.00
30-Jun-2004	End FY		8,303,180.00								8,303,180.00
01-Oct-2004	Repayment*	1	8,303,180.00					\$415,159.00	\$0.00	\$415,159.00	7,888,021.00
01-Oct-2005	Repayment*	2	7,888,021.00					415,159.00	0.00	415,159.00	7,472,862.00
01-Oct-2006	Repayment*	3	7,472,862.00					415,159.00	0.00	415,159.00	7,057,703.00
01-Oct-2007	Repayment*	4	7,057,703.00					415,159.00	0.00	415,159.00	6,642,544.00
01-Oct-2008	Repayment*	5	6,642,544.00					415,159.00	0.00	415,159.00	6,227,385.00
01-Oct-2009	Repayment*	6	6,227,385.00					415,159.00	0.00	415,159.00	5,812,226.00
01-Oct-2010	Repayment*	7	5,812,226.00					415,159.00	0.00	415,159.00	5,397,067.00
01-Oct-2011	Repayment*	8	5,397,067.00					415,159.00	0.00	415,159.00	4,981,908.00
01-Oct-2012	Repayment*	9	4,981,908.00					415,159.00	0.00	415,159.00	4,566,749.00
01-Oct-2013	Repayment*	10	4,566,749.00					415,159.00	0.00	415,159.00	4,151,590.00
01-Oct-2014	Repayment*	11	4,151,590.00					415,159.00	0.00	415,159.00	3,736,431.00
01-Oct-2015	Repayment*	12	3,736,431.00					415,159.00	0.00	415,159.00	3,321,272.00
01-Oct-2016	Repayment*	13	3,321,272.00					415,159.00	0.00	415,159.00	2,906,113.00
01-Oct-2017	Repayment*	14	2,906,113.00					415,159.00	0.00	415,159.00	2,490,954.00
01-Oct-2018	Repayment*	15	2,490,954.00					415,159.00	0.00	415,159.00	2,075,795.00
01-Oct-2019	Repayment*	16	2,075,795.00					415,159.00	0.00	415,159.00	1,660,636.00
01-Oct-2020	Repayment*	17	1,660,636.00					415,159.00	0.00	415,159.00	1,245,477.00
01-Oct-2021	Repayment*	18	1,245,477.00					415,159.00	0.00	415,159.00	830,318.00
01-Oct-2022	Repayment*	19	830,318.00					415,159.00	0.00	415,159.00	415,159.00
01-Oct-2023	Repayment*	20	415,159.00					415,159.00	0.00	415,159.00	0.00
				\$8,303,180	\$6,919,289	\$1,383,891	\$1,383,891	\$8,303,180.00	\$0.00	\$8,303,180.00	

* Projected disbursement, interest and repayment amounts are subject to recalculation based on actual time and amount of disbursements and final construction completion date.

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EXHIBIT K – TAX COVENANTS

Section 1. Governmental Unit.

The Agency is a state or local governmental unit as defined in Section 1.103-1 of the Treasury Regulations or an instrumentality thereof (a "Governmental Unit") and is not the federal government or any agency or instrumentality thereof. The Agency exclusively owns and, except as provided in Section 7 hereof, operates the Project.

Section 2. Temporary Period.

The Agency reasonably expects that at least 85% of the Local Match Project Funds will be allocated to expenditures for the Project within three years of the earlier of the Effective Date or the date the Bonds are issued ("Applicable Date"). The Agency has incurred, or reasonably expects that it will incur within six months of the Applicable Date, a substantial binding obligation (i.e., not subject to contingencies within the control of the Agency or a related party) to a third party to expend at least 5% of the Local Match Project Funds on the costs of the Project. The completion of acquisition, construction, improvement and equipping of the Project and the allocation of Local Match Project Funds to expenditures for the Project will proceed with due diligence.

Section 3. Working Capital.

No operational expenditures of the Agency or any related entity are being, have been or will be financed or refinanced with Local Match Project Funds.

Section 4. Expenditure of Proceeds.

Local Match Project Funds shall be used exclusively for the following purposes: (i) architectural, engineering, surveying, soil testing, and similar costs paid with respect to the Project incurred prior to the commencement of construction and in an aggregate amount not exceeding 20% of the Local Match Project Funds, (ii) capital expenditures relating to the Project originally paid by the Agency on or after the date hereof, (iii) interest on the Obligation through the later of three years after the Applicable Date or one year after the Project is placed in service, and (iv) initial operating expenses directly associated with the Project in the aggregate amount not more than 5% of the Local Match Project Funds.

Section 5. Private Use and Private Payments.

None of the Local Match Project Funds or the Project are, have been or will be used in the aggregate for any activities that constitute a Private Use (as defined below). None of the principal of or interest with respect to the Installment Payments will be secured by any interest in property (whether or not the Project) used for a Private Use or in payments in respect of property used for a Private Use, or will be derived from payments in respect of property used for a Private Use. "Private Use" means any activity that constitutes a trade or business that is carried on by persons or entities, other than a Governmental Unit. The leasing of the Project or the access by or the use of a person or entity other than a Governmental Unit on a basis other than as a member of the general public shall constitute a Private Use.

Section 6. No Disproportionate or Unrelated Use.

EXHIBIT K – TAX COVENANTS

None of the Local Match Project Funds or the Project are, have been or will be used for a Private Use that is unrelated or disproportionate to the governmental use of the Local Match Project Funds.

Section 7. Management and Service Contracts.

With respect to management and service contracts, the determination of whether a particular use constitutes Private Use shall be determined on the basis of applying Section 1.141-3(b)(4) of the Treasury Regulations and Revenue Procedure 97-13 and other applicable rules and regulations. As of the date hereof, none of the Local Match Project Funds or the Project are being used to provide property subject to contracts or other arrangements with persons or entities engaged in a trade or business (other than Governmental Units) that involve the management of property or the provision of services that do not comply with the standards of the Treasury Regulations and Revenue Procedure 97-13.

Except to the extent the Agency has received an opinion of counsel expert in the issuance of state and local government bonds the interest on which is excluded from gross income under Section 103 of the Code ("Nationally-Recognized Bond Counsel") and satisfactory to the Board and the Bank to the contrary, the Agency will not enter into any management or service contracts with any person or entity that is not a Governmental Unit for services to be provided with respect to the Project except with respect to contracts where the following requirements are complied with: (i) the compensation is reasonable for the services rendered; (ii) the compensation is not based, in whole or in part, on a share of net profits from the operation of the Project; (iii) not more than twenty percent (20%) of the voting power of the Agency in the aggregate may be vested in the service provider and its directors, officers, shareholders and employees and vice versa; (iv) any overlapping board members between the Agency and the service provider must not include the chief executive officer or executive director of either, or their respective governing bodies; and (v):

- (A) at least ninety-five percent (95%) of the compensation for services for each annual period during the term of the contract is based on a periodic fixed fee which is a stated dollar amount for services rendered for a specified period of time. The stated dollar amount may automatically increase according to a specified objective external standard that is not linked to the output or efficiency of a facility, e.g., the Consumer Price Index and similar external indices that track increases in prices in an area or increases in revenues or costs in an industry are objective external standards. A fee shall not fail to qualify as a periodic fixed fee as a result of a one-time incentive award during the term of the contract under which compensation automatically increases when a gross revenue or expense target (but not both) is reached if that award is a single stated dollar amount. The term of the contract, including all renewal options, must not exceed the lesser of eighty percent (80%) of the reasonably expected useful life of the financed property and fifteen (15) years (twenty (20) years for "public utility property" within the meaning of Section 168(i)(10) of the Code);
- (B) at least eighty percent (80%) of the compensation for services for each annual period during the term of the contract is based on a periodic fixed fee. The term of the contract, including all renewal options, must not exceed the lesser of eighty percent (80%) of the reasonably expected useful life of the financed property and ten (10) years. A one-time incentive award during the term of the

EXHIBIT K – TAX COVENANTS

contract similar to the award described in subsection (A) above is permitted under this option as well;

- (C) at least fifty percent (50%) of the compensation for services for each annual period during the term of the contract is based on a periodic fixed fee or all of the compensation for services is based on a capitation fee or combination of a periodic fixed fee and a capitation fee. A capitation fee is a fixed periodic amount for each person for whom the service provider or the Agency assumes the responsibility to provide all needed services for a specified period so long as the quantity and type of services actually provided to covered persons vary substantially; e.g., a fixed dollar amount payable per month to a service provider for each member of a plan for whom the provider agrees to provide all needed services for a specified period. A capitation fee may include a variable component of up to twenty percent (20%) of the total capitation fee designed to protect the service provider against risks such as catastrophic loss. The term of the contract, including all renewal options, must not exceed five (5) years. The contract must be terminable by the Agency on reasonable notice without penalty or cause, at the end of the third year of the contract;
- (D) all of the compensation for services is based on a per-unit fee or a combination of a per-unit fee and a periodic fee. A per-unit fee is defined to mean a fee based on a unit of service provided as specified in the contract or otherwise specifically determined by an independent third party, such as the administrator of the program or the Agency; e.g., a stated dollar amount for each specified procedure performed, car parked or passenger mile is a per-unit fee. The term of the contract, including all renewal options, must not exceed three (3) years. The contract must be terminable by the Agency on reasonable notice, without penalty or cause, at the end of the second year of the contract term; or
- (E) all of the compensation for services is based on a percentage of fees charged or a combination of a per-unit fee and a percentage of revenue or expense fee. During the start up period, however, compensation may be based on a percentage of either gross revenues, adjusted gross revenues or expenses of a facility. The term of the contract, including renewal options, must not exceed two (2) years. The contract must be terminable by the Agency on reasonable notice without penalty or cause, at the end of the first year. This type of contract is permissible only with respect to contracts under which the service provider primarily provides services to third parties, and management contracts involving a facility during an initial start-up period for which there have been insufficient operations to establish a reasonable estimate of the amount of the annual gross revenues and expenses (e.g., a contract for general management services for the first year of the operations).

If the compensation terms of a management or service contract are materially revised, the requirements for compensation terms must be retested as of the date of the material revision and the management or service contract is treated as one that was newly entered into as of the date of the material revision.

A renewal option, for purposes of the foregoing, is defined to mean a provision under which the service provider has a legally enforceable right to renew the contract. Thus, for example, a provision under which a contract is automatically renewed for one year periods absent cancellation by either party is not a renewal option, even if it is expected to be renewed.

EXHIBIT K – TAX COVENANTS

A cancellation penalty is defined to include a limitation on the Agency's ability to compete with the service provider, a requirement that the Agency purchase equipment, goods or services from the service provider, and a requirement that the Agency pay liquidated damages for cancellation of the contract; in comparison, a requirement effective on cancellation that the Agency reimburse the service provider for ordinary and necessary expenses or a restriction against the Agency hiring key personnel of the service provider is generally not a contract termination penalty. Another contract between the service provider and the Agency, such as a loan or guarantee by the service provider, is treated as creating a contract termination penalty if that contract contains terms that are not customary or arm's length, that could operate to prevent the Agency from terminating the contract (e.g., provisions under which the contract terminates if the management contract is terminated or that places substantial restrictions on the selection of a substitute service provider).

The service provider must not have any role or relationship with the Agency, that, in effect, substantially limits the Agency's ability to exercise its rights, including cancellation rights, under the contract, based on all the facts and circumstances.

Section 8. No Disposition of Financed Property.

The Agency does not expect to sell or otherwise dispose of any portion of the Project, in whole or in part, prior to the final maturity date of the Obligation.

Section 9. Useful Life of Project.

The economic useful life of the Project is at least 20 years from the Project Completion.

Section 10. Installment Payments.

Installment Payments generally are expected to be derived from current revenues of the Agency in each year, and current revenues are expected to equal or exceed debt service on the Obligation during each payment period.

Section 11. No Other Replacement Proceeds.

The Agency will not use any of the Local Match Project Funds to replace funds of the Agency which are or will be used to acquire investment property reasonably expected to produce a yield that is materially higher than the yield on the Bonds.

Section 12. Reimbursement Resolution.

[Attached as Exhibit L is the form of Agency Reimbursement Resolution].

Section 13. Change in Use.

The Agency reasonably expects to use all Local Match Project Funds and the Project for the entire stated term to maturity of the Obligation. Absent an opinion of Nationally-Recognized Bond Counsel to the effect that such use of Local Match Project Funds will not adversely affect the exclusion from federal gross income of interest on the Bonds

EXHIBIT K – TAX COVENANTS

pursuant to Section 103 of the Code, the Agency will use the property financed or refinanced with Local Match Project Funds solely as set forth in the Agreement.

Section 14. No Federal Guarantee.

The Agency will not directly or indirectly use any of the Local Match Project Funds that would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

Section 15. No Notices or Inquiries from IRS.

The Agency has not received any notice or inquiry by the Internal Revenue Service within the last 10 years regarding any obligations issued by the Agency, the interest on which obligations is excludable from Federal income taxation.

Section 16. Amendments.

The provisions in this Exhibit K may be amended or supplemented at any time to reflect changes in the Code upon obtaining an opinion of Nationally-Recognized Bond Counsel that such amendment will not adversely affect the exclusion from federal gross income of interest on the Bonds pursuant to Section 103 of the Code.

Section 17. Reasonable Expectations.

To the best of my knowledge, information and belief, and based on the facts and estimates as set forth in the tax covenants in this **Exhibit K**, the expectations of the Agency as set forth in this **Exhibit K** are reasonable. The Agency is not aware of any facts or circumstances that would cause it to question the accuracy or reasonableness of any representation made in the provisions in this **Exhibit K**.

EXHIBIT M – SWRCB SPECIAL TERMS AND CONDITIONS

SECTION 1. COPYRIGHTS.

The Agency agrees that the U.S. Environmental Protection Agency shall have a royalty-free, nonexclusive and irrevocable license to reproduce, publish, otherwise use, and to authorize others to use, for federal government purposes: (a) The copyright in any work developed under this Agreement and (b) any rights of copyright which the Agency may purchase where costs of such purchase are reimbursed with Local Match Project Funds.

SECTION 2. COVENANTS.

Section 2.1. Tax Covenant. Notwithstanding any other provision hereof, the Agency covenants and agrees that it will comply with the Tax Covenants set forth in Exhibit K attached hereto.

Section 2.2. Disclosure of Financial Information, Operating Data and Other Information. . The Agency covenants to furnish certain financial and operating data pertaining to the Agency that may be required to either: (i) enable the SWRCB to secure an Indenture by this Agreement and issue any Bonds; or (ii) enable any underwriter to comply with Rule 15c2-12(b)(5) of the Securities and Exchange Commission. The Agency further covenants to provide the SWRCB with copies of all continuing disclosure reports concerning the Agency required by the terms of any financing other than this Agreement, including reports required to be filed in order to comply with Rule 10b-5, and to send such reports to the SWRCB at the same time such reports are sent to any dissemination agent, trustee, nationally recognized municipal securities information repository or other person.

SECTION 3. ASSIGNABILITY.

The Agency agrees and consents to any pledge, sale or assignment to the Bank or a trustee for the benefit of the owners of the Bonds at any time of any portion of the SWRCB's estate, right, title and interest and claim in, to and under this Agreement and the right to make all related waivers and agreements in the name and on behalf of the SWRCB, as agent and attorney-in-fact, and to perform all other related acts which are necessary and appropriate under this Agreement, if any, and the SWRCB's estate, right, title and interest and claim in, to and under this Agreement to Installment Payments (but excluding the Board's rights to Additional Payments and to notices, opinions and indemnification under each Obligation).

SECTION 4. STATE REVIEWS AND INDEMNIFICATION.

The parties agree that review or approval of Project plans and specifications by the SWRCB is for administrative purposes only and does not relieve the Agency of its responsibility to properly plan, design, construct, operate, and maintain the Project. To the extent permitted by law, the Agency agrees to indemnify, defend and hold harmless the SWRCB, the Bank and any trustee and their officers, employees and agents for the Bonds (collectively, "Indemnified Persons") against any loss or liability arising out of any claim or action brought against any Indemnified Persons from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from, or in any way connected with (1) the System or the Project or the conditions, occupancy, use, possession, conduct or management of, work done in or about, or the planning, design, acquisition, installation or construction, of the System or the Project or any part thereof; (2) the carrying out

EXHIBIT M – SWRCB SPECIAL TERMS AND CONDITIONS

of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the California Hazardous Waste Control Law and California Water Code Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the System; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Agency for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement. To the fullest extent permitted by law, the Agency agrees to pay and discharge any judgment or award entered or made against Indemnified Persons with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section shall survive the discharge of the Agency's Obligation hereunder.

SECTION 5. LIABILITY OF AGENCY.

Notwithstanding anything contained herein, the Agency shall not be required to advance any moneys derived from any source of income other than Net Revenues and the other funds legally available for the payment of the Installment Payments, and other payments required to be made by it hereunder, or for the performance of any agreements or covenants required to be performed by it contained herein. The Agency may, however, but in no event shall be obligated to, advance moneys for any such purpose so long as such moneys are derived from a source legally available for such purpose and may be legally used by the Agency for such purpose.

SECTION 6. MBE/WBE REPORTING.

The Agency agrees to report MBE/WBE utilization to the Division on the MBE/WBE Utilization Report, SWRCB Form MBE/WBE UR334. Reports must be submitted to the Division within ten (10) calendar days following the end of each fiscal year quarter until such time as the "Notice of Completion" is issued.

SECTION 7. TERMINATION; IMMEDIATE REPAYMENT; INTEREST.

- (A) This Agreement may be terminated by written notice during construction of the Project, or thereafter at any time prior to complete repayment by the Agency, at the option of the SWRCB, upon violation by the Agency of any material provision of this Agreement after such violation has been called to the attention of the Agency and after failure of the Agency to bring itself into compliance with the provisions of this Agreement within a reasonable time as established by the Division.
- (B) In the event of such termination, the Agency agrees, upon demand, to immediately repay to the SWRCB an amount equal to Installment Payments due hereunder, including accrued interest, and all penalty assessments due. In the event of termination, interest shall accrue on all amounts due at the highest legal rate of interest from the date that notice of termination is mailed to the Agency to the date of full repayment by the Agency.

EXHIBIT M – SWRCB SPECIAL TERMS AND CONDITIONS

SECTION 8. DAMAGES FOR BREACH AFFECTING TAX EXEMPT STATUS.

In the event that any breach of any of the provisions of this Agreement by the Agency shall result in the loss of tax exempt status for any state bonds, or if such breach shall result in an obligation on the part of the state to reimburse the federal government by reason of any arbitrage profits, the Agency shall immediately reimburse the state in an amount equal to any damages paid by or loss incurred by the state due to such breach.

SECTION 9. DISPUTES.

- (A) Any dispute arising under this Agreement which is not otherwise disposed of by agreement shall be decided by the Division Chief, or his or her Authorized Representative. The decision shall be reduced to writing and a copy thereof furnished to the Agency and to the SWRCB's Executive Director. The decision of the Division shall be final and conclusive unless, within thirty (30) calendar days after mailing of the Division decision to the Agency, the Agency mails or otherwise furnishes a written appeal of the decision to the SWRCB's Executive Director. The decision of the SWRCB's Executive Director shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal under this clause, the Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Agency shall continue to fulfill and comply with all the terms, provisions, commitments, and requirements of this Agreement.
- (B) This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the SWRCB, or any official or representative thereof, on any question of law.

SECTION 10. VENUE.

The SWRCB and the Agency hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California.

SECTION 11. RIGHTS IN DATA.

The Contractor agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so. (40 CFR 31.34, 31.36)

EXHIBIT M – SWRCB SPECIAL TERMS AND CONDITIONS

SECTION 12. INCOME RESTRICTIONS.

The Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to the State, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by the State under this Agreement.

SECTION 13. PERMITS, SUBCONTRACTING, WAIVER, REMEDIES AND DEBARMENT.

The Contractor shall procure all permits and licenses necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

Any subcontractors, outside associates, or consultants required by the Contractor in connection with the services covered by this Agreement shall be limited to such individuals or firms as were specifically identified and agreed to during negotiations for this Agreement, or as are specifically authorized by the SWRCBs Project Representative during the performance of this Agreement. Any substitutions in, or additions to, such subcontractors, associates, or consultants, shall be subject to the prior written approval of the SWRCBs Project Representative.

Any waiver of rights with respect to a default or other matter arising under the Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter.

Any rights and remedies of the State provided for in this Agreement are in addition to any other rights and remedies provided by law.

Contractor shall not subcontract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension". Contractor shall not subcontract with any individual or organization on USEPA's List of Violating Facilities. (40 CFR, Part 31.35, Gov. Code 4477)

SECTION 14. CONTRACT MODIFICATIONS

The SWRCB may, at any time, without notice to any sureties, by written order designated or indicated to be a "contract modification", make any change in the work to be performed under this Agreement so long as the modified work is within the general scope of work called for by this Agreement, including but not limited to changes in the specifications or in the method, manner, or time of performance of work. If the Contractor intends to dispute the change, the Contractor must, within ten (10) days after receipt of a written "contract modification", submit to the SWRCB a written statement setting forth the disagreement with the change.

Notwithstanding the above, no modification may be made which in any way alters the provisions of Exhibit B without formal amendment of this Agreement.

SECTION 15. COMPUTER SOFTWARE.

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

EXHIBIT M – SWRCB SPECIAL TERMS AND CONDITIONS

SECTION 16. COMPLIANCE WITH LAW, REGULATIONS, ETC.

- (A) The Agency agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, the Agency agrees that, to the extent applicable, the Agency will:
- (1) Comply with the provisions of the adopted environmental mitigation plan for the term of the Installment Sale Agreement;
 - (2) Comply with the SWRCB's "Policy for Implementing the State Revolving Fund for Construction of Wastewater Treatment Facilities", August 18, 1988 (amended September 20, 1990, January 21, 1993, February, 1995, January 18, 1996 and June 18, 1998);
 - (3) Comply with and require its contractors and subcontractors on the Project to comply with federal minority and women-owned business enterprise (MBE/WBE) requirements.

SECTION 17. SWRCB ACTION; COSTS AND ATTORNEY FEES.

The Contractor agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the SWRCB as a result of breach of this Agreement by the Contractor, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Agreement by the SWRCB shall not preclude the SWRCB from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Agreement, it is agreed that the prevailing party shall be entitled to such reasonable costs and/or attorney fees as may be ordered by the court entertaining such litigation.

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 2/05)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 Pages

AGREEMENT NUMBER

01-809-550-0

AMENDMENT NUMBER

1DGS REGISTRATION
NUMBER:

1. This Agreement is entered into between the State Agency and Contractor named below:

STATE AGENCY'S NAME

State Water Resources Control Board

CONTRACTOR'S NAME

City of San Diego

2. The term of this

Agreement is June 14, 2001 through June 13, 2021

3. The maximum amount of this \$12,111,202.00

Agreement after this amendment is: Twelve million one hundred eleven thousand two hundred two dollars and no cents

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Changes made in this amendment are shown as: Text additions are displayed in bold and underline. Text deletions are displayed as strike through text (i.e., ~~Strike~~).

Exhibit J - Schedule of System Obligations. Amended to move all State Revolving Fund Local Match Loans from "senior" to the loan to "parity" to the loan.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

City of San Diego

BY (Authorized Signature)



DATE SIGNED (Do not type)

3.18.09

PRINTED NAME AND TITLE OF PERSON SIGNING:

Jim Barrett, Director of Public Utilities

ADDRESS: 9192 Topaz Way
San Diego, CA 92123

STATE OF CALIFORNIA

AGENCY NAME:

State Water Resources Control Board

BY (Authorized Signature)



DATE SIGNED (Do not type)

3/23/09

PRINTED NAME AND TITLE OF PERSON SIGNING:

Barbara L. Evoy, Deputy Director, Division of Financial Assistance

ADDRESS:

1001 I Street, Sacramento, CA 95814

California Department of General
Services Use Only

Approved as to form by the
Office of Chief Counsel

Date: 3/23/09

Initials: ☐ Exempt per:

EXHIBIT J

SCHEDULE OF SYSTEM OBLIGATIONS

Except for the following, the Agency has no outstanding System Obligations:

The following outstanding debts are senior to this loan.

Attachment	Title	Project No.	Contract No.	Total Amt.	Amt. Remaining	Term	End date
A	State Revolving Fund Local Match Loan	C-06-4383-110	7-807-550-0	\$12,727,104	\$11,461,094.40	20 yrs.	3/24/2020
B	State Revolving Fund Local Match Loan	C-06-4650-210	8-840-550-0	\$4,520,949	\$4,520,949	20 yrs.	4/15/2020
C	State Revolving Fund Local Match Loan	C-06-4690-110	8-841-550-0	\$1,031,653	\$928,849.60	20 yrs.	11/20/2020
D	State Revolving Fund Local Match Loan	C-06-4119-410	8-839-550-0	\$3,030,421	\$2,880,060.60	20 yrs.	3/14/2021
E	State Revolving Fund Local Match Loan	C-06-4542-110	7-832-550-0	\$8,021,329	\$7,622,985.50	20 yrs.	8/30/2021
F	State Revolving Fund Local Match Loan	C-06-4650-110	99-827-550-0	\$10,463,781	\$9,463,532.35	20 yrs.	10/15/2021
G	State Revolving Fund Local Match Loan	C-06-4718-110	00-826-550-0	\$9,709,702	\$9,224,216.90	20 yrs.	10/15/2021
H	State Revolving Fund Local Match Loan	C-06-4119-510	8-838-550-0	\$40,464,525	\$39,905,409.00	20 yrs.	5/12/2022
I	Sewer Revenue Bonds, Series 1993	N/A	N/A	\$250,000,000	\$207,540,000	30 yrs.	6/30/2023
J	Sewer Revenue Bonds, Series 1995	N/A	N/A	\$350,000,000	\$316,735,000	30 yrs.	6/30/2025
K	Sewer Revenue Bonds, Series 1997A and Series 1997B	N/A	N/A	\$250,000,000	\$228,890,000	31 yrs.	6/30/2027
L	Sewer Revenue Bonds, Series 1999A and Series 1999B	N/A	N/A	\$315,410,000	\$302,080,000	31 yrs.	6/30/2029

The following Local Match State Revolving Fund Loan has a debt term of 20 years and is parity to this loan.

Title	Project No.	Contract No.	Total Amt.	Amt. Remaining	Term	End date
State Revolving Fund Local Match Loan	C-06-4383-110	7-807-550-0	\$12,727,104	\$7,640,729.58	20 yrs.	3/24/2020
State Revolving Fund Local Match Loan	C-06-4650-210	8-840-550-0	\$4,520,949	\$3,013,966.02	20 yrs.	4/15/2020
State Revolving Fund Local Match Loan	C-06-4690-110	8-841-550-0	\$1,031,653	\$619,233.05	20 yrs.	11/20/2020
State Revolving Fund Local Match Loan	C-06-4119-410	8-839-550-0	\$3,030,421	\$1,970,567.76	20 yrs.	3/14/2021
State Revolving Fund Local Match Loan	C-06-4542-110	7-832-550-0	\$8,021,329	\$5,215,726.94	20 yrs.	8/30/2021
State Revolving Fund Local Match Loan	C-06-4650-110	99-827-550-0	\$9,289,937	\$6,038,459.05	20 yrs.	10/15/2021
State Revolving Fund Local Match Loan	C-06-4119-510	8-838-550-0	\$40,464,525	\$28,345,766.50	20 yrs.	5/12/2022
State Revolving Fund Local Match Loan	C-06-4718-110	00-826-550-0	\$9,681,123	\$6,776,786.10	20 yrs.	1/31/2023
State Revolving Fund Local Match Loan	C-06-4786-110	02-806-550-0	\$4,629,927	\$4,115,490.66	20 yrs.	6/30/2024
State Revolving Fund Local Match Loan	C-06-4540-110	06-804-550-0	\$13,281,530	\$12,582,502.11	20 yrs.	3/30/2026