

RESOLUTION NO. 91-197

=====

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING MODIFYING THE PARKING LIMIT FROM TWO-HOUR TO TWO-HOUR OR ALL
DAY PARKING WITH ZONE B PERMITS ON THE WEST SIDE OF CHURCH STREET FROM
PINE STREET NORTH TO THE ALLEY (FIVE PARKING STALLS) AND THEREBY
AMENDING TRAFFIC RESOLUTION NO. 87-163, SECTION 6 - PERMIT PARKING

=====

RESOLVED, that the Lodi City Council hereby approves the
modification of the parking limit from two-hour to two-hour or all day
parking with Zone B permits on the west side of Church Street from Pine
Street north to the alley (five parking stalls); and

BE IT FURTHER RESOLVED, that the Lodi City Council hereby
approves amending Traffic Resolution No. 87-163, Section 6(A) - Permit
Parking - to modify the parking limit from two-hour to two-hour or all
day with Zone B permits on the west side of Church Street from Pine
Street north to the alley (five parking stalls) - as shown on Exhibit A
attached; and

FURTHER RESOLVED, that the Traffic Resolution No. 87-163 Section
6 is further amended to authorize the City Manager to allow all-day
parking for vehicles displaying Civic Center parking permits in
designated downtown parking areas (Zone B).

Dated: October 16, 1991

=====

I hereby certify that Resolution No. 91-197 was passed and
adopted by the City Council of the City of Lodi in a regular
meeting held October 16, 1991 by the following vote:

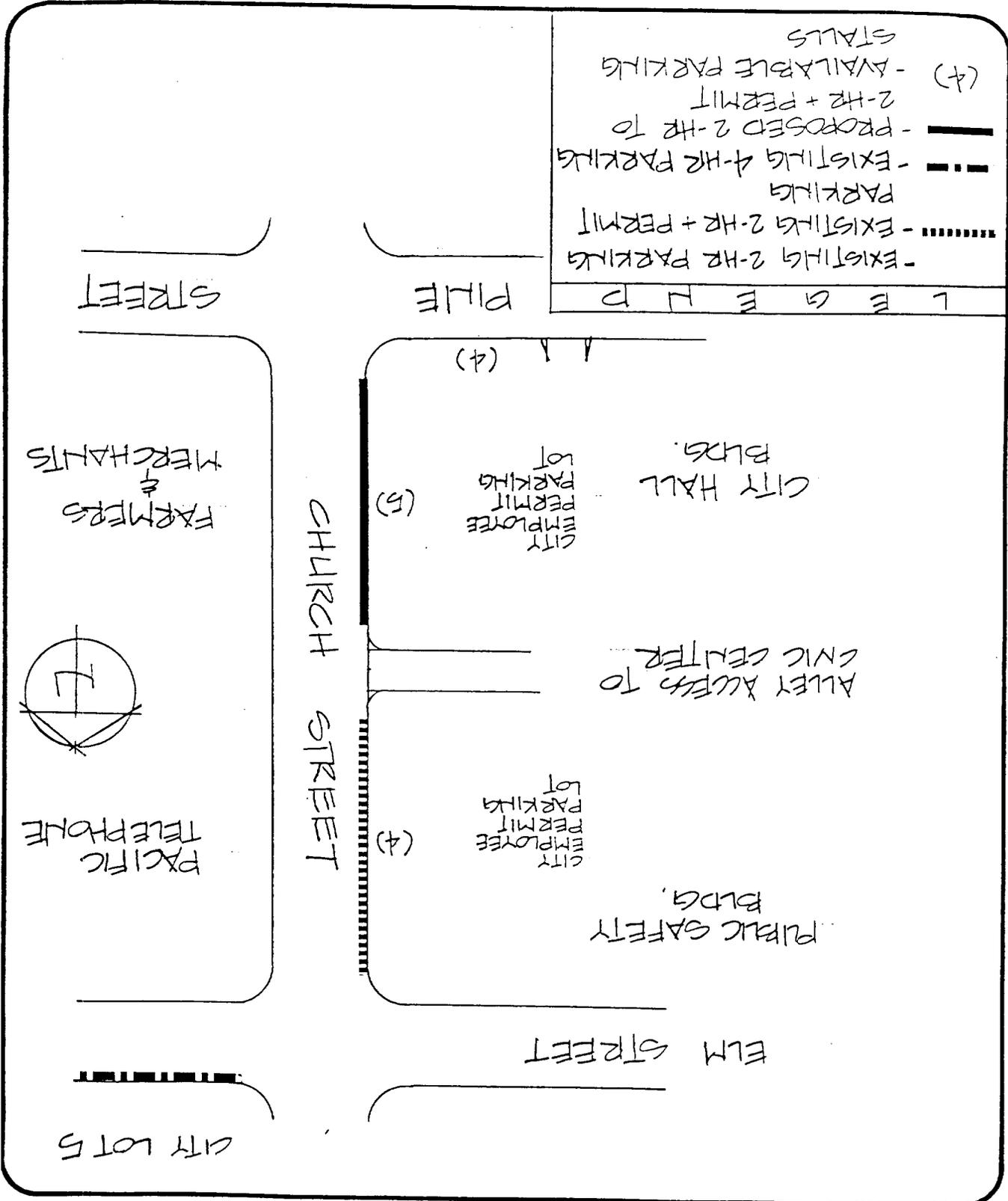
Ayes: Council Members - Pennino, Pinkerton, Sieglock, Snider
and Hinchman (Mayor)

Noes: Council Members - None

Absent: Council Members - None

Alice M. Reimche
Alice M. Reimche
City Clerk

10/91



CHURCH STREET
PROPOSED
PARKING MODIFICATIONS

CITY OF LODI
PUBLIC WORKS DEPARTMENT



DEPARTMENT OF WATER RESOURCES

1416 NINTH STREET, P.O. BOX 942836
SACRAMENTO, CA 94236-0001
(916) 653-5791

JAN 23 '92



State Auditor's Office

JAN 21 1992

Honorable David M. Hinchman, Mayor
City of Lodi
Post Office Box 3006
Lodi, California 95241-1910

Dear Mayor Hinchman:

Enclosed is an original executed Contract, Number E54402 between the City of Lodi in San Joaquin County, and the State of California, for a \$4,758,000 loan under the Safe Drinking Water Bond Law of 1988. These funds are to assist your community in meeting safe drinking water standards for your domestic water supply.

You must submit a summary of all bids to DWR before awarding construction contracts over \$10,000, or contracts in any amount and for any purposes for which competitive bids are required under your enabling authority.

Enclosed are copies of claim forms 4135, 4135A and 4135C, together with a sample of the completed forms. When requesting funds, you must submit the original and four copies of the forms and attachments for processing to the Department of Water Resources, Bond Financing and Administration Office, Attention: Sarah Richey, Room 816, Post Office Box 942836, Sacramento, California 94236-0001. If you have any questions about claim forms please call Sarah Richey at (916) 653-4763.

I am pleased to assist the City of Lodi in providing safe drinking water for the community it serves. If you need further information please contact Lorri Silva at (916) 653-9634.

Sincerely,

Original signed by

Chester M. Winn, Chief
Division of Fiscal Services

Enclosures

cc: (see next page)

DEPARTMENT OF WATER RESOURCES
STOCKTON DISTRICT

Mr. Thomas A. Peterson, City Manager ✓
City of Lodi
Post Office Box 3006
Lodi, California 95241-1910

Mr. Homer Vaughn, Acting District Engineer
Stockton District
Office of Drinking Water
Department of Health Services
31 E. Channel Street
State Building, Room 270
Stockton, California 95202

RE: [Illegible]

DATE: [Illegible]

FROM: [Illegible]

TO: [Illegible]

RE: [Illegible]

DEPARTMENT OF WATER RESOURCES

1416 NINTH STREET, P.O. BOX 942836
SACRAMENTO, CA 94236-0001
(916) 653-5791



JAN 21 1992

RECEIVED
02 JAN 21 AM 9:12
ALICE H. REHNER
CITY CLERK
CITY OF LODI

Honorable David M. Hinchman, Mayor
City of Lodi
Post Office Box 3006
Lodi, California 95241-1910

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Sincerely,

Chester M. Winn, Chief
Division of Fiscal Services

Enclosures

cc: (see next page)

DEPARTMENT OF WATER RESOURCES

City Construction
Loan Contract No. E54402

STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES

DEPARTMENT OF WATER RESOURCES

CONTRACT BETWEEN THE STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES
AND
CITY OF LODI

FOR A CONSTRUCTION LOAN UNDER THE
CALIFORNIA SAFE DRINKING WATER BOND LAW OF 1988

CONTRACT BETWEEN THE STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES
AND
CITY OF LODI

CITY OF LODI

FOR A CONSTRUCTION LOAN UNDER THE
CALIFORNIA SAFE DRINKING WATER BOND LAW OF 1988

E54(11-16-89)

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STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES

CONTRACT BETWEEN STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES AND

CITY OF LODI

UNDER THE CALIFORNIA SAFE DRINKING WATER BOND LAW OF 1986

THIS CONTRACT, entered into by and between the State of California, acting by and through its Department of Water Resources, herein referred to as the "State" and the City of Lodi, a public agency in the County of San Joaquin, State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Supplier", which parties do hereby agree as follows:

CONTRACT SPECIAL PROVISIONS

SECTION 1. PURPOSE OF LOAN

This loan is made by the State to the Supplier to assist in financing construction of a project that will enable the Supplier to meet safe drinking water standards established pursuant to Chapter 7 (commencing with Section 4010) of Part 1 of Division 5 of the Health and Safety Code. Loan funds may be used only for such Eligible Project as defined in the final plans and specifications, approved by the State Department of Health Services, and any revisions thereof, and Article A-1 of the Loan Contract Standard Conditions.

Supplier is solely responsible for design, construction, operation and maintenance of the project. Review or approval of plans, specifications, bid documents or other construction documents by the State is solely for the purpose of proper administration of loan funds by the State and shall not be deemed to relieve or restrict the Supplier's responsibility.

SECTION 2. INCORPORATION OF STANDARD CONDITIONS AND SECURITY REQUIREMENTS,
AND PLANS AND SPECIFICATIONS AND SUPPLIER COMMITMENTS

This Contract incorporates Exhibit A, "Loan Contract Standard Conditions" (hereinafter referred to as "Standard Conditions") and Exhibit B, "Loan Contract Security Requirements" (hereinafter referred to "Security Requirements"), and any attachments thereto. Upon their completion, the final plans and specifications approved by the State Department of Health Services and referred to in Section 1 also shall be attached and are incorporated herein and made a part of this Contract. The Supplier accepts and agrees to comply with all terms, provisions, conditions, and commitments of this

SECTION 9. OPERATION AND MAINTENANCE OF PROJECT

For a period of 20 years, which is the reasonably expected life of the Project, in consideration of the loan made by the State, the Supplier agrees to commence and to continue operation of the Project upon completion and shall cause the Project to be operated in an efficient and economical manner; shall provide for the making of all repairs, renewals, and replacements necessary to the efficient operation of the same; and shall cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. Refusal of the Supplier to operate and maintain the Project in accordance with this provision may, at the option of the State, be considered a material breach of Contract and may be treated as default under Article B-5 of Exhibit B.

SECTION 10. OTHER ASSISTANCE

Supplier certifies that it has applied for and made reasonable efforts to secure federal assistance for the Project and has secured the approval of the State and the State Department of Health Services to make application for federal assistance in order to maximize and to utilize best the amounts of such assistance available.

Supplier further agrees that if federal funds become available for this Project within three years of Project completion, Supplier will remit to the State all or a portion of the federal funds received up to the amount necessary to discharge the remaining debt, provided remittance is not contrary to the terms upon which federal funds were received.

SECTION 11. REPAYMENT OF PRINCIPAL AND INTEREST

The Supplier shall execute a fiscal services agreement with a Fiscal Agent in a format acceptable to the State. A Fiscal Agent shall be retained until the Principal Amount of the Loan and interest have been paid in full.

The Supplier shall open a special account with the Fiscal Agent into which sufficient funds shall be maintained for servicing the loan as provided in Article B-6 of the Security Requirements. Funds from this account shall be used only for payment of principal and interest on the loan when due, or any delinquencies thereon, until the loan is repaid in full.

Once a fiscal services agreement has been approved by the State, the Supplier shall not amend the agreement, close the special account, or retain a new Fiscal Agent without 90 days advance notice and prior written approval of a new fiscal services agreement by the State.

A public agency may employ the services of its controller or treasurer as Fiscal Agent only with the prior written approval of the State.

The State shall have no obligation to disburse funds until the Fiscal Agent has been engaged and the agreement between the Supplier and the Fiscal Agent has been approved by the State.

SECTION 12. PROJECT OFFICIALS AND NOTICES

The State Project Manager shall be the Chief, Division of Fiscal Services of the Department of Water Resources.

The State Project Manager shall be the State's representative for administration of the Contract and shall have authority to make determinations and findings with respect to each controversy arising under or in connection with the interpretation, performance, or payment for work performed under the Contract. Disputes shall be resolved in accordance with Article A-30 of Exhibit A.

The Supplier Project Director shall be the Public Works Director for the City of Lodi. The Supplier Project Director shall be the Supplier's representative for the administration of the Contract and shall have full authority to act on behalf of the Supplier. All communications given to the Project Director shall be as binding as if given to the Supplier.

Either party may change its Project Manager or Project Director upon written notice to the other party.

Notices required to be given in writing by the Supplier under this Contract shall be sent to:

State of California
Department of Water Resources
Attention: Program Manager
Safe Drinking Water Program
1416 9th Street, Room 338
P. O. Box 942836
Sacramento, CA 94236-0001

Notices required to be given in writing by the State under this Contract shall be sent to:

Honorable Mayor

City of Lodi

Post Office Box 3006

Lodi, California 95241-1910

A change of address for delivery of notice may be made by either party by written notice of such change of address to the other party.

All such notices shall be enclosed in a properly addressed, postage prepaid envelope and deposited in a United States Post Office for delivery by registered or certified mail.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on JAN 21 1992

Approved as to Legal Form and Sufficiency:

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

By *Kathleen G. Quinn*
Chief Counsel
Department of Water Resources

By *Charles M. Weir*
Chief
Division of Fiscal Services
P. O. Box 942836
Sacramento, CA 94236-0001

City of Lodi
Supplier

By *Thos. A. Peterson*
Signature

Thomas A. Peterson
City Manager

Print Name

Title

Post Office Box 3006
Address

Lodi, California 95241-1910

Attest: *Alice M. Reimche*
Alice M. Reimche
City Clerk

Approved as to form *Bob McNatt*
Bob McNatt
City Attorney

herein and made a part of this Contract. The Supplier accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Contract, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Supplier in the application, documents, amendments, and communications filed in support of its request for Safe Drinking Water financing.

SECTION 3. ESTIMATE OF PROJECT COST

The reasonable cost of the Project is estimated to be \$4,758,000.

SECTION 4. LOAN AMOUNT

Pursuant to the California Safe Drinking Water Bond Law of 1988, its applicable rules and regulations, and subject to the availability of funds, the State will lend to the Supplier in accordance with the terms of this Contract and amount not to exceed \$4,758,000. A five percent administrative fee will be added to the amount of loan funds disbursed as part of the Loan Principal to be repaid by the Supplier.

SECTION 5. SUPPLIER'S COST

The Supplier agrees to fund the difference between the estimate of the project cost (Section 3) and the loan amount (Section 4). Such Supplier's cost in the amount of \$ -0- shall be expended prior to the expenditure of State loan funds.

SECTION 6. REQUIREMENTS FOR DISBURSEMENT

By February 29, 1992, the Supplier shall meet all conditions precedent to the disbursement of money under this Contract, including Basic Conditions Precedent under Article A-3 of the Standard Conditions. Failure by Supplier to comply with this date may, at the option of the State, result in termination of the Contract under Article A-6 of the Standard Conditions.

SECTION 7. RATE OF INTEREST

The rate of interest to be paid by the Supplier shall be 3.41 percent per annum of the unpaid balance of the loan.

SECTION 8. WATER CONSERVATION

For a period of 20 years, which is the reasonably expected life of the Project, Supplier shall undertake all reasonable efforts to conserve water in a cost effective manner.

EXHIBIT A

STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES

LOAN CONTRACT STANDARD CONDITIONS

ARTICLE A-1. DEFINITIONS

Whenever in this Contract the following terms are used, their meaning shall be as follows unless the context clearly requires otherwise:

State Department of Health Services--The State of California Department of Health Services or the local health agency that has jurisdiction to issue the necessary water permit under the provisions of Chapter 7 (commencing with Section 4010) of Part 1 of Division 5 of the Health and Safety Code.

Contract--The Contract to which these Loan Contract Standard Conditions are appended, which shall be considered a promissory note for the purpose of meeting the Loan Security Requirements of Exhibit B.

Days--Calendar days unless otherwise expressly indicated.

Month--Calendar months unless otherwise expressly indicated.

Year--Calendar year unless otherwise expressly indicated.

Project--All work, not including construction equipment, for the construction, improvement, or rehabilitation of the domestic water system, including water supply, treatment, works, storage facilities, and all or part of a water distribution system proposed by the Supplier pursuant to the plans and specifications that describe the plan of the Project approved by the State Department of Health Services and all addenda and changes to the foregoing documents approved by the State Department of Health Services.

Supplier--Any person, partnership, corporation, association, or other entity or political subdivision of the state which owns or operates a domestic water system.

System--All facilities owned, under control of or operated by the Supplier for the provision of piped water to the public for human consumption, which may include any water supply, treatment, storage, or distribution facilities.

Eligible Project--A project for the construction, improvement, or rehabilitation of a domestic water system determined to be eligible under the California Safe Drinking Water Bond Law.

Eligible Project Costs--Reasonable costs associated with an eligible project including the engineering, legal, and administrative fees associated with the Project, and also including those reasonable costs incurred by the applicant to prepare the application and to establish eligibility prior to or after the effective date of this Contract. Eligible Project costs do not include:

- (a) Operation and maintenance costs.
- (b) Cost of providing water for industrial or agricultural use.
- (c) Costs for purchase of equipment.
- (d) Payment of principal or interest of existing indebtedness or any interest payment unless:
 - (1) The debt is incurred after the issuance of a letter of commitment of funds by the State; and
 - (2) The State agrees in writing to the eligibility of the costs for reimbursement before the debt is incurred; and
 - (3) The purposes for which the debt is incurred are otherwise Eligible Project Costs.
- (e) Establishment of a reserve fund.

Treatment Works--Any devices or systems used in the treatment of water supplies, including necessary lands, that render such supplies pure, wholesome, and potable water for domestic purposes.

Loan Commitment--The maximum sum of money that the State agrees to lend to the supplier under this Contract, not to exceed \$5,000,000 plus any administration fee.

Principal Amount of the Loan--The total amount disbursed to the Supplier under the Contract, plus an administrative fee not to exceed five percent, less any amount of such total amount disbursed that may have been repaid or remitted to the State by the Supplier.

Term of Loan--The period of time between the date of first disbursement of money to the Supplier and the date the Principal Amount of the Loan is repaid in full.

Repayment Term--The period of time between the date of final disbursement of money to the Supplier and the date the Principal Amount of the Loan is repaid in full.

Fiscal Agent--A bank, savings and loan, or any other financial institution approved by the State, to which funds for the repayment of this loan are deposited, or are under the control of, for the purpose of disbursing repayments of the loan to the State according to the repayment schedule referred to in Article A-9 of Exhibit A.

ARTICLE A-2. TERM OF CONTRACT

Subject to the provisions of Article A-3, this Contract shall become effective on the date of its execution and shall remain in effect until the Principal Amount of the Loan, all interest thereon, and any other sums of money due to the State have been paid in full.

ARTICLE A-3. BASIC CONDITIONS PRECEDENT

The State shall have no obligation to disburse money under this Contract unless and until:

(a) The Supplier provides a copy of a resolution passed by its governing body accepting the loan, and designating a representative to execute this Contract and to sign requests for disbursement of State funds.

(b) The Supplier demonstrates to the State's satisfaction the proposed Project has the support of a majority of the affected community by holding an election; or by holding a widely publicized public meeting pursuant to direction by the State; or by any other suitable, lawful method of determining community support, at which public comments and questions are received and answered. If Supplier determines that an election is not required by law prior to Supplier's execution of this Safe Drinking Water Bond Law loan contract, it shall transmit to the State a written opinion from Supplier's counsel stating that no election is required and stating the legal basis for Supplier's determination.

(c) The Supplier demonstrates the availability of sufficient funds to complete the Project.

(d) All other sources of funds for the Project have been utilized.

(e) The Supplier has satisfied the security provisions of Article A-12.

(f) The Supplier has engaged the services of a Fiscal Agent under an agreement approved by the State.

(g) The Supplier submits an initial budget of Eligible Project Costs approved by the State Department of Health Services on a form provided by the Department of Water Resources. The Supplier shall thereafter submit to the State in writing any substantial changes in the budget. The Supplier shall obtain written approval of changes from the State Department of Health Services and the State before the changes are made.

(h) The Supplier demonstrates to the State's satisfaction that the Supplier has and will continue to have sufficient water available at all times and a right to use the water required to operate the Project throughout the repayment period of the loan.

(i) The Supplier obtains all necessary permits required by other State, federal and/or local agencies, including an Amended Water Permit from the State or County agency which issues your permit to operate a water system.

ARTICLE A-4. COMPLIANCE WITH LAWS, REGULATIONS, PERMIT REQUIREMENTS

The Supplier shall at all times comply with, and require its subcontractors to comply with, all applicable federal and state laws, rules and regulations, permits, and all applicable local ordinances, specifically including, but not limited to, environmental, procurement and safety laws, rules, regulations, permits, and ordinances.

ARTICLE A-5. LOAN DISBURSEMENTS BY STATE

(a) Cost Statements

After the Basic Conditions Precedent in Articles A-3 and A-4 are met, the State will disburse the whole or portions of the loan commitment to the Supplier following receipt from the Supplier of a statement or statements of incurred Eligible Project Costs on forms provided by the State. Requests for State funds shall be filed monthly or for such longer period as the State and Supplier may mutually agree and the Supplier shall provide the following information:

(1) A statement of the incurred Eligible Project Costs for work performed in constructing the Project during the period identified in the particular statement.

(2) A statement of other incurred Eligible Project Costs that have been incurred for the Project during the period identified in the particular statement, including, but not limited to, legal, engineering, and administrative fees associated with the Project and reasonable costs of the Supplier to prepare the application and establish eligibility.

After the State gives notice to the Supplier that the State has determined that the Project has been completed or terminated, the Supplier shall furnish a final statement of incurred Eligible Project Costs.

(b) Disbursement

Following the review by the State of each statement of costs, the State will disburse to the Supplier the amount approved, subject to the availability of funds. Any and all money disbursed to the Supplier under this Contract and any and all interest earned by the Supplier on such money shall be used solely to pay Eligible Project Costs.

(c) Withholding of Loan Disbursement by Supplier

The Supplier shall withhold not less than five percent (5.0%) from any loan disbursement or the combination of loan disbursements until the Project is determined to be completed pursuant to Article A-7.

ARTICLE A-6. WITHHOLDING OF LOAN DISBURSEMENTS BY STATE

(a) Conditions for Withholding

If the State determines that the Project is not being carried out substantially in accordance with the provisions of this Contract, or if the State determines that the Supplier has failed in any other respect to substantially comply with the provisions of this Contract, and if the Supplier does not remedy any such failure to the State's satisfaction, the State may withhold from the Supplier all or any portion of the loan commitment and take any other action that it deems necessary to protect its interests.

(b) Withholding Entire Loan Commitment

If the State notifies the Supplier that it has decided to with-

hold all of the loan commitment from the Supplier pursuant to Subdivision (a) of this Article, this Contract shall terminate upon receipt of such notice by the Supplier and shall no longer be binding on either party hereto.

(c) Withholding Balance of Loan Commitment

Where a portion of the loan commitment has been disbursed to the Supplier and the State notifies the Supplier that it has decided to withhold the balance of the loan commitment from the Supplier pursuant to Subdivision (a) of this Article, the portion that has been disbursed shall thereafter be repaid forthwith to the State with interest as directed by the State. Refusal of the Supplier to so repay may, at the option of the State, be considered a material breach of contract and may be treated as default under Article B-5 of Exhibit B.

ARTICLE A-7. TIMING OF PROJECT

(a) Project Completion Date

The Supplier shall cause the project to be completed not later than January 31, 1993, provided that said date for completion may be extended upon written approval of the State.

(b) Project Pursuant to Project Plans and Specifications

The Project shall be constructed in accordance with the final plans and specifications approved by the State Department of Health Services, together with any revisions thereof approved by the State Department of Health Services.

(c) Determination of Project Completion

For the purposes of this Contract, the Project shall be considered to be completed or terminated when so determined by the State.

(d) Competitive Bidding

Any contract let for the construction of the Project, or any part thereof, which is in excess of \$10,000, or which is in excess of any smaller amount for which bids are required under the enabling authority of the Supplier, shall be let by competitive bid procedures which assure award of the Contract to the lowest responsible bidder, except as may be otherwise authorized in writing by the State. Requests for approval of competitive bidding, for award of a contract to other than the low bidder, or for a supplier to proceed on the basis of force account or day labor, or for any other procedure which deviates from the principle of competitive bidding shall be submitted in writing to the State before the procedure is implemented. State's prior written approval of the procedure will be based on compliance with applicable laws and policies. The State expressly reserves the right to approve or disapprove of such requests.

(e) Sign Referring to Safe Drinking Water Bond Law Financing

During construction of the Project, the Supplier shall cause a sign to be installed at a prominent location which shall include a statement that the Project is financed under the California Safe Drinking Water Bond

Law Program administered by the State of California, Department of Water Resources, and the State Department of Health Services.

(f) Audit Requirement

Pursuant to Government Code Section 10532, the contracting parties shall be subject to the examination and audit of the State and the State Auditor General for a period of three years after final payment under this Contract with respect to all matters connected with the performance of this Contract, including, but not limited to, the cost of administering this Contract. All records of the Supplier or subcontractors shall be preserved for this purpose for at least three years after completion of the Project.

ARTICLE A-8. STATEMENT OF PRINCIPAL AMOUNT OF LOAN

(a) Remittance of Unexpended Funds

The Supplier, within a period of thirty (30) days from the final disbursement from the State to the Supplier of loan funds, shall remit to the State any unexpended funds that were disbursed to the Supplier under this Contract and were not needed to pay Project Costs incurred.

Unexpended funds remitted to the State under this subdivision shall not be considered to be a repayment of any part of the loan, but shall be deemed to be a return to the State of part of the funds disbursed and a reduction in the total amount loaned to the Supplier pursuant to this Contract.

(b) Transmission of Statement to Supplier

Within sixty (60) days after final disbursement of money, the State shall transmit to the Supplier a written statement setting forth the Principal Amount of the Loan consisting of all disbursements plus an administrative fee not to exceed five percent to be repaid by the Supplier to the State pursuant to Article A-9 thereof.

ARTICLE A-9. REPAYMENT OF PRINCIPAL AMOUNT OF LOAN

(a) Repayment Terms

The Supplier shall make semiannual payments to the State for a period not to exceed 20 years as set forth in the following repayment schedule, entitled "Estimated Schedule of Loan Repayment", until the Principal Amount of the Loan is repaid in full, provided that in any event the final semiannual payment shall be in an amount equal to the then unpaid portion of the Principal Amount of the Loan. The first amount of the semiannual payment shall be due and payable on October 1, 1993. The remaining amounts shall be made semiannually thereafter commencing on April 1, 1994 until the Principal Amount of the Loan is repaid in full; provided, however, as to the foregoing that the Supplier shall only be required to make such payments from any funds which accrue in the special fund entitled Safe Drinking Water Fund, established by Resolution No. 90-197 adopted October 16, 1991 into which are deposited the collected assessments or user charges defined in Article B-2 of Exhibit B. Supplier shall not be obligated to make such payments from any other source of funds, including the Supplier's General Fund.

Estimated Schedule of Repayment of the Loan
City of Lodi
E54402

Loan Amount: \$4,758,000
 5% Administrative Fee: \$237,900
 Principal: \$4,995,900
 Interest: 3.4100%
 Term: 20 Years

Repayment Schedule

Payment No.	Semiannual Payment	Interest	Principal	Principal Balance	Principal Reduction Factor
				\$4,995,900.00	
1	\$173,313.37	\$85,180.10	\$88,133.27	\$4,907,766.73	1.764112%
2	\$173,313.37	\$83,677.42	\$89,635.95	\$4,818,130.78	1.794190%
3	\$173,313.37	\$82,149.13	\$91,164.24	\$4,726,966.54	1.824781%
4	\$173,313.37	\$80,594.78	\$92,718.59	\$4,634,247.95	1.855894%
5	\$173,313.37	\$79,013.93	\$94,299.44	\$4,539,948.51	1.887536%
6	\$173,313.37	\$77,406.12	\$95,907.25	\$4,444,041.26	1.919719%
7	\$173,313.37	\$75,770.90	\$97,542.47	\$4,346,498.79	1.952451%
8	\$173,313.37	\$74,107.80	\$99,205.57	\$4,247,293.22	1.985739%
9	\$173,313.37	\$72,416.35	\$100,897.02	\$4,146,396.20	2.019597%
10	\$173,313.37	\$70,696.06	\$102,617.31	\$4,043,778.89	2.054030%
11	\$173,313.37	\$68,946.43	\$104,366.94	\$3,939,411.95	2.089052%
12	\$173,313.37	\$67,166.97	\$106,146.40	\$3,833,265.55	2.124670%
13	\$173,313.37	\$65,357.18	\$107,956.19	\$3,725,309.36	2.160896%
14	\$173,313.37	\$63,516.52	\$109,796.85	\$3,615,512.51	2.197739%
15	\$173,313.37	\$61,644.49	\$111,668.88	\$3,503,843.63	2.235210%
16	\$173,313.37	\$59,740.53	\$113,572.84	\$3,390,270.79	2.273321%
17	\$173,313.37	\$57,804.12	\$115,509.25	\$3,274,761.54	2.312081%
18	\$173,313.37	\$55,834.68	\$117,478.69	\$3,157,282.85	2.351502%
19	\$173,313.37	\$53,831.67	\$119,481.70	\$3,037,801.15	2.391595%
20	\$173,313.37	\$51,794.51	\$121,518.86	\$2,916,282.29	2.432371%
21	\$173,313.37	\$49,722.61	\$123,590.76	\$2,792,691.53	2.473844%
22	\$173,313.37	\$47,615.39	\$125,697.98	\$2,666,993.55	2.516023%
23	\$173,313.37	\$45,472.24	\$127,841.13	\$2,539,152.42	2.558920%
24	\$173,313.37	\$43,292.55	\$130,020.82	\$2,409,131.60	2.602551%
25	\$173,313.37	\$41,075.69	\$132,237.68	\$2,276,893.92	2.646924%
26	\$173,313.37	\$38,821.04	\$134,492.33	\$2,142,401.59	2.692054%
27	\$173,313.37	\$36,527.95	\$136,785.42	\$2,005,616.17	2.737953%
28	\$173,313.37	\$34,195.76	\$139,117.61	\$1,866,498.56	2.784636%
29	\$173,313.37	\$31,823.80	\$141,489.57	\$1,725,008.99	2.832113%
30	\$173,313.37	\$29,411.40	\$143,901.97	\$1,581,107.02	2.880401%
31	\$173,313.37	\$26,957.87	\$146,355.50	\$1,434,751.52	2.929512%
32	\$173,313.37	\$24,462.51	\$148,850.86	\$1,285,900.66	2.979461%
33	\$173,313.37	\$21,924.61	\$151,388.76	\$1,134,511.90	3.030260%
34	\$173,313.37	\$19,343.43	\$153,969.94	\$980,541.96	3.081926%
35	\$173,313.37	\$16,718.24	\$156,595.13	\$823,946.83	3.134472%
36	\$173,313.37	\$14,048.29	\$159,265.08	\$664,681.75	3.187916%
37	\$173,313.37	\$11,332.82	\$161,980.55	\$502,701.20	3.242269%
38	\$173,313.37	\$8,571.06	\$164,742.31	\$337,958.89	3.297550%
39	\$173,313.37	\$5,762.20	\$167,551.17	\$170,407.72	3.353774%
40	\$173,313.17	\$2,905.45	\$170,407.72	\$0.00	3.410955%

(b) Advance Payment Option

The Supplier shall have the option of paying in advance on any semiannual payment due date all or any part of the unpaid portion of the Principal Amount of the Loan, provided that any interest accrued hereunder shall be paid at the same time, and, provided further, that any such payment shall not relieve the Supplier of its obligations to make payments in the amount and at the time specified in Subdivision (a) of this Article until the Principal Amount of the Loan is repaid in full.

ARTICLE A-10. INTEREST PAYMENTS

The Supplier shall pay interest to the State at the rate specified in Section 7 of Contract Special Provisions on the unpaid balance of the loan. Interest on the principal shall not be deferred.

The Department will invoice the Supplier semiannually for interest accrued during the Project construction period. The interest amount of each disbursement shall be calculated as the fraction $x/182.5$ times the interest rate, where x is the number of calendar days remaining in the semiannual period from the date on which the disbursement was made. Interest accrued during the construction period is due and payable within 30 days of the date of the invoice.

Upon completion of the Project, interest and principal shall be due and payable semiannually until the Principal Amount of the Loan is repaid in full.

ARTICLE A-11. DELINQUENCY IN INTEREST PAYMENT

Upon every amount of interest money required to be paid by the Supplier to the State pursuant to Article A-10 of this Contract which remains unpaid after it becomes due and payable, interest shall accrue at the rate of one percent (1.0%) per month of the amount of such delinquent payment from and after the due date until it is paid, and the Supplier hereby agrees to pay such interest, provided that no such interest shall be charged to or be payable by the Supplier under this article unless such delinquency continues for more than thirty (30) days. Delinquency for a period of one year may, at the discretion of the State, be considered a material breach of contract and may be treated as default under Article B-5 of Exhibit B.

ARTICLE A-12. SECURITY REQUIREMENTS

The Supplier shall meet the security requirements provisions set forth in Exhibit B, "Loan Contract Security Requirements", to adequately protect the interest of the State during the term of the loan.

ARTICLE A-13. PAYMENT CAPACITY IMPAIRMENTS

(a) Transfer of Water Outside Service Area

No sale or other transfer of water made available by the constructed project shall be made outside the Supplier's existing service area which, in the judgement of the State, would materially impair the Supplier's capacity to make payments to the State as provided for in this Contract. The Supplier shall notify the State as promptly as feasible of all

proposed sales or other transfers of Project water outside the Supplier's service area.

(b) Changes in Supplier's Organization

The Supplier shall notify the State as promptly as feasible of any proposed change in the Supplier's organization or service area. While this Contract is in effect, no changes shall be made in the organization of the Supplier without permission of the State. The Supplier shall take no action which may materially impair the Supplier's capacity to make payments to the State.

ARTICLE A-14. ACCOUNTING AND DEPOSIT OF LOAN DISBURSEMENTS

(a) Separate Accounting of Loan Disbursements and Interest: Records

The Supplier shall account for the money disbursed pursuant to this Contract separately from all other Supplier's funds. The Supplier shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. The Supplier shall keep complete and accurate records of all receipts, disbursements, and interest earned on expenditures of such funds. The Supplier shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by the State at any and all reasonable times.

(b) Disposition of Money Disbursed

All money disbursed pursuant to this Contract shall be deposited, administered, and accounted for pursuant to the provisions of law applicable to the Supplier.

(c) Interim and Final Audits

The State reserves the right to conduct an audit at any time between the execution of this Contract and the completion of the Project. After completion of the Project, the State may require the Supplier to conduct a final audit, at the Supplier's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant.

Failure or refusal by Supplier to comply with this provision shall be considered a substantial failure to comply with this Contract, and the State may elect to pursue any remedies provided in Article A-7 or take any other action it deems necessary to protect its interests.

ARTICLE A-15. REPORTS ON EXPENDITURE AND PROJECT CONSTRUCTION

During the planning and construction phases, the Supplier agrees to provide to the State an annual summary of the information required by Articles A-5 and A-14.

ARTICLE A-16. INSPECTIONS OF PROJECT BY STATE AND STATE DEPARTMENT OF HEALTH SERVICES

The State and State Department of Health Services shall have the right to inspect the work being performed at any and all reasonable times during the term of the Contract. This right shall extend to any subcontracts, and Supplier shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Contract with the State.

Supplier shall notify the State and the State Department of Health Services of the final inspection of the Project or any component by the Supplier at least ten (10) days prior to the date set for the inspection.

ARTICLE A-17. PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION

The Supplier shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with the Supplier's service of domestic water, without prior permission of the State. Supplier shall not take any action, including but not limited to actions relating to user fees, charges and assessments, that could adversely affect the ability of the Supplier to make timely payments or to otherwise meet its obligations under this Contract, without prior written permission of the State. The State may require that the proceeds from the disposition of any real or personal property be remitted to the State to be applied to Supplier's indebtedness under this Contract.

ARTICLE A-18. NONDISCRIMINATION CLAUSE

During the performance of this contract, the supplier, its contractor and subcontractors shall not deny the Contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. Supplier shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

Supplier, its contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.5) and the regulations or standards adopted by the awarding State Agency to implement such article.

Supplier, its contractors and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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

The Supplier's signature on this Contract shall constitute a certification under the penalty of perjury under the laws of the State of California that the Supplier has, unless exempted, complied with the nondiscrimination program requirements of Government Code, Section 12990, and Title 2, California Code of Regulations, Section 8103.

ARTICLE A-19. WORKERS' COMPENSATION CLAUSE

Supplier affirms that it is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Supplier affirms that it will comply with such provisions before commencing the performance of the work under this Contract and will make its contractors and subcontractors aware of this provision.

ARTICLE A-20. SUCCESSORS AND ASSIGNS

This Contract and all of its provisions shall apply to and bind the successors and assigns of the parties hereto. No assignment or transfer of this Contract or any part hereof, rights hereunder, or interest herein by the Supplier shall be valid unless and until it is approved by the State and made subject to such reasonable terms and conditions as the State may impose.

ARTICLE A-21. STATE TO BE HELD HARMLESS

The Supplier agrees to indemnify the State of California, Department of Water Resources and the State Department of Health Services, and their officers, agents, and employees against and to hold the same free and harmless from any and all claims, demands, damages, losses, costs, expenses, or liability due or incident to, either in whole or in part, and whether directly or indirectly, the Project.

ARTICLE A-22. REMEDIES NOT EXCLUSIVE

The use by either party of any remedy specified herein for the enforcement of this Contract is not exclusive and shall not deprive the party using such remedy of, or limits the application of, any other remedy provided by law.

ARTICLE A-23. AMENDMENTS

This Contract may be amended at any time by mutual agreement of the parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Supplier for amendments must be in writing stating the amendment request and the reason for the request.

ARTICLE A-24. OPINIONS AND DETERMINATIONS

Where the terms of this Contract provide for action to be based upon opinion, judgement, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgement, approval, review, or determination to be arbitrary, capricious, or unreasonable.

ARTICLE A-25. CONTRACTING OFFICER OF THE STATE

The contracting officer of the State shall be the Director of the Department of Water Resources of the State of California and his successors, or their duly authorized representatives. The contracting officer shall be responsible for all discretionary acts, opinions, judgements, approvals, reviews, and determinations required by the State under the terms of this Contract.

ARTICLE A-26. WAIVER OF RIGHTS

It is the intention of the parties hereto that from time to time either party may waive any of its rights under this Contract unless contrary to law. Any waiver by either party hereto of rights arising in connection with this Contract shall not be deemed to be a waiver with respect to any other rights or matters.

ARTICLE A-27. NOTICES

All notices that are required either expressly or by implications to be given by one party to the other under this Contract shall be signed for the State by its contracting officer and for the Supplier by such officers, as from time to time, it may authorize in writing to so act. All such notices shall be deemed to have been given if delivered personally or if enclosed in a properly addressed postage-prepaid envelope and deposited in a United States Post Office for delivery by registered or certified mail.

ARTICLE A-28. INSPECTION OF BOOKS, RECORDS, AND REPORTS

During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Contract or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Contract. Failure or refusal by Supplier to comply with this provision shall be considered a substantial failure to comply with this Contract, and the State may withhold disbursements to the Supplier or take any other action it deems necessary to protect its interests.

ARTICLE A-29. SUIT ON CONTRACT

Each of the parties hereto may sue and be sued with respect to this Contract.

ARTICLE A-30. CLAIMS DISPUTE CLAUSE

Any claim that Supplier may have regarding the performance of this agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the Director, Department of Water Resources, within thirty days of its accrual. State and Supplier shall then attempt to negotiate a resolution of such claim and process an amendment to this agreement to implement the terms of any such resolution.

EXHIBIT B

LOAN CONTRACT SECURITY REQUIREMENTS

ARTICLE B-1. NO PRIORITY FOR ADDITIONAL LOANS

The Supplier agrees to incur no additional indebtedness having any priority in payment of principal or interest or pledge of revenues or facilities or equipment in existence at the date of this Contract or to be constructed or obtained under terms of this Contract without obtaining prior written consent of the State.

ARTICLE B-2. RATES AND CHARGES

The Supplier agrees that it will levy and collect assessments or user charges as may be necessary to operate and to maintain the Project and to meet the payments of the loan when the same becomes due and if, for any reason, gross revenues prove insufficient to service the loan contract, Supplier agrees to raise sufficient funds through increased user charges or assessments or any other legal means available to it to meet loan payments and to operate and to maintain the Project.

ARTICLE B-3. PERFORMANCE AND ASSURANCES

Supplier agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the final plans and specifications as submitted or as later amended and approved by the State Department of Health Services under this Contract and to apply State funds received only to Eligible Project Costs and to operate and maintain the Project in accordance with applicable provisions of the law. In the event the State finds it necessary to enforce this provision or any right of power under this Contract in the manner provided by law, Supplier agrees to pay all costs incurred by the State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

ARTICLE B-4. SECURITY INTEREST

The Supplier agrees to grant to the State a security interest in both real and personal property as the State determines is reasonably necessary to secure payment of Supplier's obligations. The Supplier shall execute any and all documents required by the State to create such a security interest, including any amendments, notifications, or new documents as may be reasonably necessary to maintain, preserve, and protect the State's interest in the property.

ARTICLE B-5. DEFAULT PROVISIONS

Supplier will be in default under this agreement if any of the following occur:

- (1) Failure to pay any installment when due, or the entire indebtedness to the State when due at the designated due date, on accelerated maturity, or otherwise;
- (2) Failure to make any remittances required by this Contract;
- (3) Substantial breach of this agreement, or any supplement or amendment to it, or any other agreement between Supplier and the State

evidencing or securing Supplier's obligations;

(4) Making any false warranty, representation, or statement with respect to this Contract;

(5) Loss, theft, or damages to any collateral;

(6) Seizure of, or levy on any collateral; and/or

(7) Dissolution or cessation of operations by Supplier, termination of Supplier's existence, insolvency of Supplier, or from filing of a voluntary or involuntary bankruptcy petition by or on behalf of Supplier.

When an event of default occurs, the State may do any or all of the following:

(1) Declare the Supplier's obligations immediately due and payable, with demand or notice to Supplier, which Supplier expressly waives;

(2) Terminate any obligation to make future payments to Supplier;

(3) Exercise all rights and remedies available to a secured creditor after default, including, but not limited to, the rights and remedies of secured creditors under the California Uniform Commercial Code;

(4) Perform any of Supplier's obligations under this Contract for Supplier's account;

(5) Take over all of Supplier's property and operate the Supplier's water system at its discretion; and

(6) Take any other action which it deems necessary to protect its interests.

Supplier agrees that any remedy provided in this Contract is in addition to and not in derogation of any other legal or equitable remedy available to the State as a result of a breach of contract by the Supplier, whether such breach occurs before or after completion of the project.

No waiver by the State of any breach or default will be a waiver of any breach or default occurring later. A waiver will be voluntary if signed by the State or its authorized agent.

ARTICLE B-6. RESERVE FUND

The Supplier agrees to provide for the accumulation of necessary reserves in accordance with Section 11 of this Contract to assure that funds will be available to make the semiannual payments when due. A reserve of two semiannual payments will be required to be accumulated during the first ten-year period for all repayment methods except those based on the quantity of water used, for which a reserve of four semiannual payments shall be accumulated during the first ten years. This reserve shall be maintained at this level thereafter with the withdrawals being replaced at the same original rates until the reserve is returned to the maximum amount. The reserve fund shall be maintained and administered by the Fiscal Agent.

JAN 21 1992

Mr. Thomas A. Peterson, City Manager
City of Lodi
Post Office Box 3006
Lodi, California 95241-1910

Mr. Homer Vaughn, Acting District Engineer
Stockton District
Office of Drinking Water
Department of Health Services
31 E. Channel Street
State Building, Room 270
Stockton, California 95202

DEPARTMENT OF WATER RESOURCES

1416 NINTH STREET, P.O. BOX 942836
SACRAMENTO, CA 94236-0001
(916) 445-9248



To: Loan and Grant Contractors
Safe Drinking Water Bond Law Program

Under the Safe Drinking Water Bond Law Program you have signed a contract for a loan or grant with the State of California, Department of Water Resources. Your DWR contract reflects your estimated total project or study costs, the amount of State funding, and critical dates for your completion of contract requirements and of the project or study. The study or project elements eligible for State funding have been defined to DWR by the Department of Health Services in a written certification.

Unanticipated circumstances and events may impact the scope and terms of your DWR contract, and may require that you request a contract amendment.

You should maintain a suspense file for critical dates and other variables within your DWR contract so that you can request consideration of an amendment to the contract with sufficient lead time for review and approval by both DWR and DHS.

At the earliest indication that there may be a need for a contract amendment you must contact by phone DWR staff in Sacramento, and follow up with a written request to DWR. Your request must identify the contract terms which may need amendment and include full justification. You must indicate whether any elements of your approved project are expected to change. Discuss alternative measures you have considered. Please follow the guidelines on the reverse.

After receipt of your written request for a contract amendment, DWR will ask for the DHS District Engineer's comments and recommendation. The contract amendment will be issued by DWR, then executed by your organization and DWR for attachment to your executed contract.

If you are requesting an increase in State funding, you must indicate the source of repayment of the additional loan. The bond law requires the State to make a loan to the extent an applicant is able to repay a loan. Grants may be awarded to public agencies only, after loan capacity has been exhausted, up to the limits of the bond law.

If there are questions call your DWR contact person in the Bond Financing and Administration Office at (916) 653-9497.

BFA 612 (9-11-91)

INSTRUCTIONS FOR DWR 4135 A
(To be filled out by the Public Agency for periodic payment)

PART A:

Public Agency: The name should be identical to the name used in the contract with the Department of Water Resources.
Address and Telephone Number: Self-explanatory.
DWR Contract Number: The number is on the contract.
Periodic Estimate: Submit no more than one estimate per month.

PART B: Expenditure Summary

Budget Line Item Number: Corresponding to DWR 4135, Budget and Expenditure Summary.
Attachment Number: Numerically identify each attachment, corresponding to DWR 4135 C.
Description: Identify the material, labor or item being billed. Indicate vendor's name.
Project Expenditure: The total dollar amount of the partial payment being requested by the contractor or vendor.
State Funds Requested: The dollar amount of the project expenditure being requested this estimate.

PART C: Totals

1. Total expenditures and State funds requested from the columns in Part B.
2. Total all prior periodic estimates — DO NOT INCLUDE THIS ESTIMATE. (See Item on previous estimate.)
3. Total of Items 1 and 2.
4. Total retention this estimate.
5. Total retention from all prior periodic estimates — DO NOT INCLUDE THIS ESTIMATE. (See Item 6 on previous estimate.)
6. Total of Items 4 and 5.
7. Loan amount from the contract NOT including the administrative fee.
8. Total of Items 3 and 6.
9. Funds still available — Item 7 minus Item 8. This amount MUST be equal to or greater than zero.

DO NOT WRITE IN THE BLOCKS MARKED "FOR DWR USE".

If additional space is required, use a second DWR 4135 A and identify it in the upper right hand corner. Total ONLY the last DWR 4135 A.

INSTRUCTIONS FOR PARTIAL PAYMENT ESTIMATE, DWR 4135 C

PART A: Self-explanatory.

PART B:

Contract Item:
Unit: Identify each item by its basic description (each, square foot, linear foot, project, etc.).
Quantity: The number of units contracted.
Unit Price: The price per unit.
This Period:
Quantity: Number of contracted units this period.
Amount: Number of contracted units this period X Unit Price.
Total to Date:
Quantity: Total units billed including this partial payment.
Amount: Total quantity X Unit Price.

PART C:

1. Amount earned: Total of "This Period" and "Total to Date" columns in Part B.
 2. Amount retained: Self-explanatory.
 3. Previous payments: Self-explanatory.
 4. Amount Due: 1 minus 2 and 3.
- Estimated Percentage and Progress Schedule: Self-explanatory and required on all contractor items.

PART D:

Part D, 1, 2, and 3 must be signed.
Part D, 2 is always signed by a registered civil engineer unless otherwise approved in writing by DWR. Part D, 3 is always signed by the Public Agency.
All signatures on original set of the estimate must be original signatures. Additional copies may be made from this set. Please submit the original and four copies of the entire estimate package to the Department of Water Resources, Bond Financing and Administration, P. O. Box 942836, Sacramento, CA 94236-0001.

INSTRUCTIONS FOR DWR 4135 A
(To be filled out by the Public Agency for periodic payment)

PART A:

Public Agency: The name should be identical to the name used in the contract with the Department of Water Resources.
Address and Telephone Number: Self-explanatory.
DWR Contract Number: The number is on the contract.
Periodic Estimate: Submit no more than one estimate per month.

PART B: Expenditure Summary

Budget Line Item Number: Corresponding to DWR 4135, Budget and Expenditure Summary.
Attachment Number: Numerically identify each attachment, corresponding to DWR 4135 C.
Description: Identify the material, labor or item being billed. Indicate vendor's name.
Project Expenditure: The total dollar amount of the partial payment being requested by the contractor or vendor.
State Funds Requested: The dollar amount of the project expenditure being requested this estimate.

PART C: Totals

1. Total expenditures and State funds requested from the columns in Part B.
2. Total all prior periodic estimates — DO NOT INCLUDE THIS ESTIMATE. (See Item on previous estimate.)
3. Total of Items 1 and 2.
4. Total retention this estimate.
5. Total retention from all prior periodic estimates — DO NOT INCLUDE THIS ESTIMATE. (See Item 6 on previous estimate.)
6. Total of Items 4 and 5.
7. Loan amount from the contract NOT including the administrative fee.
8. Total of Items 3 and 6.
9. Funds still available — Item 7 minus Item 8. This amount MUST be equal to or greater than zero.

DO NOT WRITE IN THE BLOCKS MARKED "FOR DWR USE".

If additional space is required, use a second DWR 4135 A and identify it in the upper right hand corner. Total ONLY the last DWR 4135 A.

INSTRUCTIONS FOR PARTIAL PAYMENT ESTIMATE, DWR 4135 C

PART A: Self-explanatory.

PART B:

Contract Item:

Unit: Identify each item by its basic description (each, square foot, linear foot, project, etc.).

Quantity: The number of units contracted.

Unit Price: The price per unit.

This Period:

Quantity: Number of contracted units this period.

Amount: Number of contracted units this period X Unit Price.

Total to Date:

Quantity: Total units billed including this partial payment.

Amount: Total quantity X Unit Price.

PART C:

1. Amount earned: Total of "This Period" and "Total to Date" columns in Part B.

2. Amount retained: Self-explanatory.

3. Previous payments: Self-explanatory.

4. Amount Due: 1 minus 2 and 3.

Estimated Percentage and Progress Schedule: Self-explanatory and required on all contractor items.

PART D:

Part D, 1, 2, and 3 must be signed.

Part D, 2 is always signed by a registered civil engineer unless otherwise approved in writing by DWR. Part D, 3 is always signed by the Public Agency.

All signatures on original set of the estimate must be original signatures. Additional copies may be made from this set. Please submit the original and four copies of the entire estimate package to the Department of Water Resources, Bond Financing and Administration, P. O. Box 942836, Sacramento, CA 94236-0001.

INSTRUCTIONS FOR DWR 4135 A
(To be filled out by the Public Agency for periodic payment)

PART A:

Public Agency: The name should be identical to the name used in the contract with the Department of Water Resources.
Address and Telephone Number: Self-explanatory.
DWR Contract Number: The number is on the contract.
Periodic Estimate: Submit no more than one estimate per month.

PART B: Expenditure Summary

Budget Line Item Number: Corresponding to DWR 4135, Budget and Expenditure Summary.
Attachment Number: Numerically identify each attachment, corresponding to DWR 4135 C.
Description: Identify the material, labor or item being billed. Indicate vendor's name.
Project Expenditure: The total dollar amount of the partial payment being requested by the contractor or vendor.
State Funds Requested: The dollar amount of the project expenditure being requested this estimate.

PART C: Totals

1. Total expenditures and State funds requested from the columns in Part B.
2. Total all prior periodic estimates -- DO NOT INCLUDE THIS ESTIMATE. (See Item on previous estimate.)
3. Total of Items 1 and 2.
4. Total retention this estimate.
5. Total retention from all prior periodic estimates -- DO NOT INCLUDE THIS ESTIMATE. (See Item 6 on previous estimate.)
6. Total of Items 4 and 5.
7. Loan amount from the contract NOT including the administrative fee.
8. Total of Items 3 and 6.
9. Funds still available -- Item 7 minus Item 8. This amount MUST be equal to or greater than zero.

DO NOT WRITE IN THE BLOCKS MARKED "FOR DWR USE".

If additional space is required, use a second DWR 4135 A and identify it in the upper right hand corner. Total ONLY the last DWR 4135 A.

INSTRUCTIONS FOR PARTIAL PAYMENT ESTIMATE, DWR 4135 C

PART A: Self-explanatory.

PART B:

Contract Item:
Unit: Identify each item by its basic description (each, square foot, linear foot, project, etc.).
Quantity: The number of units contracted.
Unit Price: The price per unit.
This Period:
Quantity: Number of contracted units this period.
Amount: Number of contracted units this period X Unit Price.
Total to Date:
Quantity: Total units billed including this partial payment.
Amount: Total quantity X Unit Price.

PART C:

1. Amount earned: Total of "This Period" and "Total to Date" columns in Part B.
 2. Amount retained: Self-explanatory.
 3. Previous payments: Self-explanatory.
 4. Amount Due: 1 minus 2 and 3.
- Estimated Percentage and Progress Schedule: Self-explanatory and required on all contractor items.

PART D:

Part D, 1, 2, and 3 must be signed.
Part D, 2 is always signed by a registered civil engineer unless otherwise approved in writing by DWR. Part D, 3 is always signed by the Public Agency.
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INSTRUCTIONS FOR DWR 4135 A
(To be filled out by the Public Agency for periodic payment)

PART A:

Public Agency: The name should be identical to the name used in the contract with the Department of Water Resources.
Address and Telephone Number: Self-explanatory.
DWR Contract Number: The number is on the contract.
Periodic Estimate: Submit no more than one estimate per month.

PART B: Expenditure Summary

Budget Line Item Number: Corresponding to DWR 4135, Budget and Expenditure Summary.
Attachment Number: Numerically identify each attachment, corresponding to DWR 4135 C.
Description: Identify the material, labor or item being billed. Indicate vendor's name.
Project Expenditure: The total dollar amount of the partial payment being requested by the contractor or vendor.
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PART C: Totals

1. Total expenditures and State funds requested from the columns in Part B.
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PART A: Self-explanatory.

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Contract Item:

Unit: Identify each item by its basic description (each, square foot, linear foot, project, etc.).
Quantity: The number of units contracted.
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This Period:

Quantity: Number of contracted units this period.
Amount: Number of contracted units this period X Unit Price.

Total to Date:

Quantity: Total units billed including this partial payment.
Amount: Total quantity X Unit Price.

PART C:

1. Amount earned: Total of "This Period" and "Total to Date" columns in Part B.
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INSTRUCTIONS FOR DWR 4135 A
(To be filled out by the Public Agency for periodic payment)

PART A:

Public Agency: The name should be identical to the name used in the contract with the Department of Water Resources.
Address and Telephone Number: Self-explanatory.
DWR Contract Number: The number is on the contract.
Periodic Estimate: Submit no more than one estimate per month.

PART B: Expenditure Summary

Budget Line Item Number: Corresponding to DWR 4135, Budget and Expenditure Summary.
Attachment Number: Numerically identify each attachment, corresponding to DWR 4135 C.
Description: Identify the material, labor or item being billed. Indicate vendor's name.
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State Funds Requested: The dollar amount of the project expenditure being requested this estimate.

PART C: Totals

1. Total expenditures and State funds requested from the columns in Part B.
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4. Total retention this estimate.
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INSTRUCTIONS FOR PARTIAL PAYMENT ESTIMATE, DWR 4135 C

PART A: Self-explanatory.

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This Period:

Quantity: Number of contracted units this period.
Amount: Number of contracted units this period X Unit Price.

Total to Date:

Quantity: Total units billed including this partial payment.
Amount: Total quantity X Unit Price.

PART C:

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PART C

	THIS PERIOD	TOTAL TO DATE
Amount Earned	\$	\$
Amount Retained	\$	\$
Previous Payments	\$ XXXXXXXXXXXXXXXXXXXXXXXX	\$
Amount Due	\$	\$
Estimated Percentage of Job Completed _____ %	Is Contractor's Construction Progress on Schedule? <input type="checkbox"/> Yes <input type="checkbox"/> No* *Explain:	

PART D

1. Certification of Contractor

According to the best of my knowledge and belief, I certify that all items and amounts shown on the foregoing Periodic Estimate for Partial Payment are correct; that all work has been performed and/or material supplied in full accordance with the requirements of the referenced Contract, and/or duly authorized deviations, substitutions, alterations, and/or additions; that the foregoing is a true and correct statement of the contract account up to and including the last day of the period covered by this Periodic Estimate; that no part of the "Balance Due this Payment" has been received, and that the undersigned and his subcontractors have complied with the nondiscrimination provisions of the Loan/Grant Contract with the Department of Water Resources.

(Contractor) By _____
(Signature of Authorized Representative)
 _____, 19 _____ Title _____

2. Certification of Engineer

I certify that I have checked and verified the foregoing Periodic Estimate for Partial Payment; that to the best of my knowledge and belief it is a true and correct statement of work performed and/or material included in this Periodic Estimate has been inspected by me and/or by my duly authorized representative or assistants and that it has been performed and/or supplied in full accordance with requirements of the referenced contract; and that partial payment claimed and requested by the contractor is correctly computed on the basis of work performed and/or material supplied to date.

Signed _____
(Engineer) _____
(Registration Number)

Date: _____

3. Request for Payment by Public Agency or Water Company

The construction of the project is progressing satisfactorily, and to the best of my knowledge the amounts contained in the foregoing Periodic Estimate for Partial Payment are true and correct statements of actual costs incurred for work performed, and I hereby request payment of funds under the Bond Law provisions of the Water Code in the amount of \$ _____ for reimbursement of eligible project costs estimated above.

(Authorized, Designated Signature)

(Date)

PART C

	THIS PERIOD	TOTAL TO DATE
Amount Earned	\$	\$
Amount Retained	\$	\$
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Estimated Percentage of Job Completed _____ %	Is Contractor's Construction Progress on Schedule? <input type="checkbox"/> Yes <input type="checkbox"/> No*	
	*Explain:	

PART D

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(Registration Number)

Date: _____

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(Date)

PART C

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	*Explain:	

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(Date)

PART C

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_____ By _____
(Contractor) (Signature of Authorized Representative)
 _____, 19____ Title _____

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PART C

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_____, 19____, _____
(Contractor) By _____
(Signature of Authorized Representative)
 _____, 19____ Title _____

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(Registration Number)

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(Date)

PART C

	THIS PERIOD	TOTAL TO DATE
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Amount Retained	\$	\$
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PART D

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(Contractor) By _____
(Signature of Authorized Representative)
_____, 19____ Title _____

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(Authorized Designated Signature)

(Date)

PART C

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Previous Payments	\$ XXXXXXXXXXXXXXXXXXXX	\$
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(Authorized, Designated Signature)

(Date)

PART C

	THIS PERIOD	TOTAL TO DATE
Amount Earned	\$	\$
Amount Retained	\$	\$
Previous Payments	\$ XXXXXXXXXXXXXXXXXXXXXXX	\$
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Estimated Percentage of Job Completed _____ %	Is Contractor's Construction Progress on Schedule? <input type="checkbox"/> Yes <input type="checkbox"/> No *	
	*Explain:	

PART D

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(Authorized, Designated Signature)

(Date)

GENERAL OBLIGATION LOAN/GRANT

BUDGET AND EXPENDITURE SUMMARY

Proposition _____

Date 2/1/86

Name of Public Agency/Water Co.: XYZ Water Company

DWR Contract No.: E5XXXX

Contact Person: John Doe

Telephone: (415) 123-4567

Periodic Estimate No.: 2 for Period January 1, 19 86, to January 31, 19 86

LINE ITEM	ALLOTMENT TITLE	ALLOTMENT AMOUNT	TOTAL PRIOR CLAIMS	CURRENT CHARGES	TOTAL CHARGES TO DATE	ALLOTMENT BALANCE
1	Engineering	90,000.00	25,694.77	3,130.43	28,825.20	61,174.80
2	Legal Services	10,000.00	315.00	160.00	475.00	9,525.00
3	Miscellaneous Materials:	100,000.00			3,284.23	96,715.77
	Water Conservation Kits			428.00		
	Pump			2,856.23		
4	Construction Work:	640,000.00			215,004.97	424,995.03
	Pipeline			131,443.97		
	Reservoir		83,561.00			
	Administration	60,000.00				60,000.00
	Retention to Date:					
	Pipeline				14,604.89	(14,604.89)
	Reservoir				8,356.10	(8,356.10)
	SUB TOTAL THIS PAGE	900,000.00	109,570.77	138,018.63	270,550.39	629,449.61
	SUB TOTAL PAGE _____					
	SUB TOTAL PAGE _____					
	TOTAL	900,000.00	109,570.77	138,018.63	270,550.39	629,449.61

INITIAL SUBMISSION ONLY: Reviewed by Registered Civil Engineer _____ RCE No. _____ Date _____

SUBMIT: One Copy to Department of Water Resources, Bond Financing and Administration
P. O. Box 942836, Sacramento, CA 94236-0001

INSTRUCTIONS FOR DWR 4135 B
(To be filled out by the Water Co. for periodic payment)

PART A:

Water Co.: The name should be identical to the name used in the contract with the Department of Water Resources.
Address and Telephone Number: Self-explanatory.
DWR Contract Number: The number is on the contract.
Periodic Estimate: Submit no more than one estimate per month.

PART B: Expenditure Summary

Budget Line Item Number: Corresponding to DWR 4135, Budget and Expenditure Summary.
Attachment Number: Numerically identify each attachment, corresponding to DWR 4135 C.
Description: Identify the material, labor or item being billed. Indicate vendor's name.
Project Expenditure: The total dollar amount of the partial payment being requested by the contractor or vendor.
State Funds Requested: The dollar amount of the project expenditure being requested this estimate.

PART C: Totals

1. Total expenditures and State funds requested from the columns in Part B.
2. Total all prior periodic estimates — DO NOT INCLUDE THIS ESTIMATE. (See Item on previous estimate.)
3. Total of Items 1 and 2.
4. Total retention this estimate.
5. Total retention from all prior periodic estimates — DO NOT INCLUDE THIS ESTIMATE. (See Item 6 on previous estimate.)
6. Total of Items 4 and 5.
7. Loan amount from the contract NOT including the administrative fee.
8. Total of Items 3 and 6.
9. Funds still available — Item 7 minus Item 8. This amount MUST be equal to or greater than zero.

DO NOT WRITE IN THE BLOCKS MARKED "FOR DWR USE".

If additional space is required, use a second DWR 4135 B and identify it in the upper right hand corner. Total ONLY the last DWR 4135 B.

INSTRUCTIONS FOR PARTIAL PAYMENT ESTIMATE, DWR 4135 C

PART A: Self-explanatory.

PART B:

Contract Item:

Unit: Identify each item by its basic description (each, square foot, linear foot, project, etc.).

Quantity: The number of units contracted.

Unit Price: The price per unit.

This Period:

Quantity: Number of contracted units this period.

Amount: Number of contracted units this period X Unit Price.

Total to Date:

Quantity: Total units billed including this partial payment.

Amount: Total quantity X Unit Price.

PART C:

1. Amount earned: Total of "This Period" and "Total to Date" columns in Part B.
 2. Amount retained: Self-explanatory.
 3. Previous payments: Self-explanatory.
 4. Amount Due: 1 minus 2 and 3.
- Estimated Percentage and Progress Schedule: Self-explanatory and required on all contractor items.

PART D:

Part D, 1, 2, and 3 must be signed.

Part D, 2 is always signed by a registered civil engineer unless otherwise approved in writing by DWR. Part D, 3 is always signed by the Water Co.

All signatures on original set of the estimate must be original signatures. Additional copies may be made from this set. Please submit the original and four copies of the entire estimate package to the Department of Water Resources, Bond Financing and Administration, P. O. Box 942836, Sacramento, CA 94236-0001.

Proposition _____

**PERIODIC ESTIMATE FOR PARTIAL PAYMENT
GENERAL OBLIGATION LOAN**

PART A

(See Instructions on Reverse Side)

Name of Water Company: XYZ Water Company (PRIVATE)

Name of Bank: Bank of United States Special Checking Account No.: 567123-4

Address of Bank: 1234 Any Street, Anywhere, CA 95801

Telephone No. of Bank: (415) 123-4567 DWR Contract No.: E5XXXX

Periodic Estimate No. 2 for Period January 1, 1986 to January 31, 1986

PART B - Expenditure Summary

BUDGET LINE ITEM NO.	ATTACHMENT NO.	DESCRIPTION	PROJECT EXPENDITURES	STATE FUNDS REQUESTED
1	1	ABC Engineering Consultants	3,130.43	3,130.43
2	2	DEF Law Office	160.00	160.00
3	3	GEH Enterprises	428.00	428.00
3	4	JKL, Inc.	2,856.23	2,856.23
4	5	MNO Pipeline, Inc.	131,443.97	131,443.97

PART C - Totals

1	Total this periodic estimate	138,018.63	138,018.63
2	Total all prior periodic estimates	109,570.77	109,570.77
3	Totals to date (1 + 2 above)	247,589.40	247,589.40
4	Total retention this periodic estimate	14,604.89	14,604.89
5	Total retention all prior periodic estimates	8,356.10	8,356.10
6	Total retention to date (4 + 5 above)	22,960.89	22,960.89
7	DWR Contract Amount		900,000.00
8	Total funds obligated (3 + 6 above)		270,550.39
9	Funds still available (7 - 8 above)		629,449.61

(FOR DWR USE ONLY)

Amount of this Partial Payment \$ _____

PAYMENT APPROVED: _____

AUTHORIZED SIGNATURE
DEPARTMENT OF WATER RESOURCES

Work Order No. _____

Date Paid _____

Claim No. _____

FOR DWR USE

SURNAME

SUBMIT: Original and four copies to the Department of Water Resources.

PART C

	THIS PERIOD	TOTAL TO DATE
Amount Earned	\$ 3,130.43	\$ 28,825.20
Amount Retained	\$ NA	\$ NA
Previous Payments	\$ XXXXXXXXXXXXXXXXXXXX	\$ 25,694.77
Amount Due	\$ 3,130.43	\$ 3,130.43
Estimated Percentage of Job Completed	Is Contractor's Construction Progress on Schedule? <input type="checkbox"/> Yes <input type="checkbox"/> No*	
10 %	*Explain: N/A	

PART D

1. Certification of Contractor

According to the best of my knowledge and belief, I certify that all items and amounts shown on the foregoing Periodic Estimate for Partial Payment are correct; that all work has been performed and/or material supplied in full accordance with the requirements of the referenced Contract, and/or duly authorized deviations, substitutions, alterations, and/or additions; that the foregoing is a true and correct statement of the contract account up to and including the last day of the period covered by this Periodic Estimate; that no part of the "Balance Due this Payment" has been received, and that the undersigned and his subcontractors have complied with the nondiscrimination provisions of the Loan/Grant Contract with the Department of Water Resources.

(Contractor) By _____
(Signature of Authorized Representative)
 2/1, 19 86 Title _____

2. Certification of Engineer

I certify that I have checked and verified the foregoing Periodic Estimate for Partial Payment; that to the best of my knowledge and belief it is a true and correct statement of work performed and/or material included in this Periodic Estimate has been inspected by me and/or by my duly authorized representative or assistants and that it has been performed and/or supplied in full accordance with requirements of the referenced contract; and that partial payment claimed and requested by the contractor is correctly computed on the basis of work performed and/or material supplied to date.

Signed _____
(Engineer) _____
(Registration Number)

Date: 2/1/86

3. Request for Payment by Public Agency or Water Company

The construction of the project is progressing satisfactorily, and to the best of my knowledge the amounts contained in the foregoing Periodic Estimate for Partial Payment are true and correct statements of actual costs incurred for work performed, and I hereby request payment of funds under the Bond Law provisions of the Water Code in the amount of \$ 3,130.43 for reimbursement of eligible project costs estimated above.

(Authorized, Designated Signature)
 2/1/86
(Date)

**GENERAL OBLIGATION LOAN/GRANT
 PARTIAL PAYMENT ESTIMATE**

PART A

NAME OF CONTRACTOR:
 ABC Engineering Consultants

NAME OF PUBLIC AGENCY/WATER CO. _____ TELEPHONE NO. _____
 XYZ Water Company

DATE OF COMPLETION:	AMOUNT OF CONTRACT:	DATES OF ESTIMATE:
Original _____	Original \$ <u>N/A</u>	From <u>1/1/86</u>
Revised _____	Revised \$ _____	To <u>1/31/86</u>

DESCRIPTION OF JOB:
 Water System Improvement Design and Surveying preparatory to and during construction; Contra-
 Administration, Engineering Coordination and Supervision during construction; Preparation of

PART B Grade Sheets, Constructing Staking, etc.

ITEM*	CONTRACT ITEMS			THIS PERIOD		TOTAL TO DATE	
	UNIT	QUANTITY	UNIT PRICE	QUANTITY	AMOUNT	QUANTITY	AMOUNT
State Loan Design Project Our W.O. 106-35	See Attached	Summary of	Invoices and Copy		\$3,130.43		\$28,825.20
	of Invoices						

* Show Original Items and Change Orders Separately.
 DWR 4135C (New 6/87)

S A M P L E

ABC ENGINEERING CONSULTANTS

February 1, 1986

SUMMARY: STATE LOAN DESIGN PROJECT

106-35.1

<u>Invoice Date:</u>	<u>Invoice Number:</u>	<u>Engineering Fees:</u>	<u>Incidental Expenses:</u>	<u>TOTAL:</u>
1/10/86	3221	\$ 2,090.00	\$ 279.97	\$ 2,369.97
1/10/86	3222	255.00	9.27	264.27
1/10/86	3223	278.00	.52	278.52
1/10/86	3224	209.00	8.67	217.67
TOTAL:		<u>\$ 2,832.00</u>	<u>\$ 290.43</u>	<u>\$ 3,130.43</u>

S A M P L E

ABC ENGINEERING CONSULTANTS

(714) 684-6900

Invoice
NO. 3221

Date February 1, 1986

BILLING PERIOD:

From 1/1/86 to 1/31/86

Account 106-35.2

PROJECT: STATE LOAN DESIGN PROJECT -- GENERAL ITEMS, CORRESPONDENCE

General Design, Specification Preparation, and Related Work.

Services - Office

*X	Hours @ \$	Y **	\$ 1,044.00	
*X	Hours @ \$	Y **	374.00	
*X	Hours @ \$	Y **	<u>672.00</u>	
			\$ 2,090.00	\$ 2,090.00

Incidental Expenses

Prints	\$	159.15		
Covers, Binders, Dividers		30.60		
UPS		30.46		
The Sun-Telegram		<u>59.76</u>		
	\$	279.97		\$ <u>279.97</u>

TOTAL DUE \$ 2,369.97

* X=number of hours
** Y=hourly rate

S A M P L E

ABC ENGINEERING CONSULTANTS

(714) 684-6900

Invoice
NO. 3222

Date February 1, 1986

BILLING PERIOD:

From 1/1/86 to 1/31/86

Account 106-35.3

PROJECT: PANORAMA TIE-LINE

Design and Drafting: Drafting Specification Exhibit for Project Sign.

Services - Office

*X	Hours @ \$	Y **	\$	46.00	
*X	Hours @ \$	Y **		<u>209.00</u>	
			\$	255.00	\$ 255.00

Incidental Expenses

Telephone	\$.60		
Prints		<u>8.67</u>		
	\$	9.27		\$ <u>9.27</u>
TOTAL DUE				\$ 264.27

* X=number of hours
** Y=hourly rate

S A M P L E

ABC ENGINEERING CONSULTANTS

(714) 684-6900

Invoice
NO. 3223

Date February 1, 1986

BILLING PERIOD:

From 1/1/86 to 1/31/86

Account 106-35.4

PROJECT: STATE LOAN DESIGN PROJECT - PANORAMA PRESSURE REDUCERS & HYDROPNEUMATIC TANK

Drafting and Design.

Services - Office

*X	Hours @ \$	Y **	\$	18.00	
*X	Hours @ \$	Y **		253.00	
*X	Hours @ \$	Y **		<u>7.00</u>	
			\$	278.00	\$ 278.00

Incidental Expenses

Telephone	\$.12	
Prints		<u>.40</u>	
	\$.52	\$ <u>.52</u>

TOTAL DUE \$ 278.52

* X=number of hours
** Y=hourly rate

S A M P L E

ABC ENGINEERING CONSULTANTS

(714) 684-6900

Invoice
NO. 3224

Date February 1, 1986

BILLING PERIOD:

From 1/1/86 to 1/31/86

Account 106-35.5

PROJECT: STATE LOAN PROJECT - TERRACE TIE-LINE

Drafting and Design.

Services - Office

*X	Hours @ \$ Y **	\$ 209.00	\$ 209.00
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Incidental Expenses

Prints	8.67	\$ <u>8.67</u>
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TOTAL DUE		\$ 217.67
-----------	--	-----------

* X=number of hours
** Y=hourly rate

PART C

	THIS PERIOD	TOTAL TO DATE
Amount Earned	\$ 160.00	\$ 475.00
Amount Retained	\$	\$
Previous Payments	\$ XXXXXXXXXXXXXXXXXXXX	\$ 315.00
Amount Due	\$ 160.00	\$ 160.00
Estimated Percentage of Job Completed _____ %	Is Contractor's Construction Progress on Schedule? <input type="checkbox"/> Yes <input type="checkbox"/> No*	
	*Explain: N/A	

PART D

1. Certification of Contractor

According to the best of my knowledge and belief, I certify that all items and amounts shown on the foregoing Periodic Estimate for Partial Payment are correct; that all work has been performed and/or material supplied in full accordance with the requirements of the referenced Contract, and/or duly authorized deviations, substitutions, alterations, and/or additions; that the foregoing is a true and correct statement of the contract account up to and including the last day of the period covered by this Periodic Estimate; that no part of the "Balance Due this Payment" has been received, and that the undersigned and his subcontractors have complied with the nondiscrimination provisions of the Loan/Grant Contract with the Department of Water Resources.

(Contractor) By _____
(Signature of Authorized Representative)
 2/1, 19 86 Title _____

2. Certification of Engineer

I certify that I have checked and verified the foregoing Periodic Estimate for Partial Payment; that to the best of my knowledge and belief it is a true and correct statement of work performed and/or material included in this Periodic Estimate has been inspected by me and/or by my duly authorized representative or assistants and that it has been performed and/or supplied in full accordance with requirements of the referenced contract; and that partial payment claimed and requested by the contractor is correctly computed on the basis of work performed and/or material supplied to date.

Signed _____
(Engineer) _____
(Registration Number)

Date: 2/1/86

3. Request for Payment by Public Agency or Water Company

The construction of the project is progressing satisfactorily, and to the best of my knowledge the amounts contained in the foregoing Periodic Estimate for Partial Payment are true and correct statements of actual costs incurred for work performed, and I hereby request payment of funds under the Bond Law provisions of the Water Code in the amount of \$ 160.00 for reimbursement of eligible project costs estimated above.

(Authorized, Designated Signature)
 2/1/86
(Date)

Attachment No. 2 of 5

**GENERAL OBLIGATION LOAN/GRANT
PARTIAL PAYMENT ESTIMATE**

Periodic Estimate No. 2

DWR Contract No. _____

Proposition _____

PART A

NAME OF CONTRACTOR:
DEF Law Offices

NAME OF PUBLIC AGENCY/WATER CO. XYZ Water Company TELEPHONE NO. _____

DATE OF COMPLETION:	AMOUNT OF CONTRACT:	DATES OF ESTIMATE:
Original _____	Original \$ <u>N/A</u>	From <u>1/1/86</u>
Revised _____	Revised \$ _____	To <u>1/31/86</u>

DESCRIPTION OF JOB:
Legal Services

PART B

ITEM*	CONTRACT ITEMS			THIS PERIOD		TOTAL TO DATE	
	UNIT	QUANTITY	UNIT PRICE	QUANTITY	AMOUNT	QUANTITY	AMOUNT
	See Attached Invoice			N/A	160.00	N/A	475.00

* Show Original Items and Change Orders Separately.

S A M P L E

DEF Law Offices

February 1, 1986

PROFESSIONAL SERVICES AS FOLLOWS:

1/10/86	Preparation of four letters (certified mail) requesting Easement for new Domestic Water Line.	\$80.00
1/29/86	Preparation of four letters (certified mail) re proposed Right of Way Easement in the vicinity of "S" Road.	\$80.00

PART C

	THIS PERIOD	TOTAL TO DATE
Amount Earned	\$ 428.00	\$ 428.00
Amount Retained	\$ None	\$ None
Previous Payments	\$ XXXXXXXXXXXXXXXXXXXX	\$
Amount Due	\$ 428.00	\$ 428.00
Estimated Percentage of Job Completed _____ %	Is Contractor's Construction Progress on Schedule? <input type="checkbox"/> Yes <input type="checkbox"/> No*	
	*Explain: N/A	

PART D

1. Certification of Contractor

According to the best of my knowledge and belief, I certify that all items and amounts shown on the foregoing Periodic Estimate for Partial Payment are correct; that all work has been performed and/or material supplied in full accordance with the requirements of the referenced Contract, and/or duly authorized deviations, substitutions, alterations, and/or additions; that the foregoing is a true and correct statement of the contract account up to and including the last day of the period covered by this Periodic Estimate; that no part of the "Balance Due this Payment" has been received, and that the undersigned and his subcontractors have complied with the nondiscrimination provisions of the Loan/Grant Contract with the Department of Water Resources.

_____ By _____
(Contractor) (Signature of Authorized Representative)
 _____, 19 86 Title _____
 2/1

2. Certification of Engineer

I certify that I have checked and verified the foregoing Periodic Estimate for Partial Payment; that to the best of my knowledge and belief it is a true and correct statement of work performed and/or material included in this Periodic Estimate has been inspected by me and/or by my duly authorized representative or assistants and that it has been performed and/or supplied in full accordance with requirements of the referenced contract; and that partial payment claimed and requested by the contractor is correctly computed on the basis of work performed and/or material supplied to date.

Signed _____
(Engineer) (Registration Number)

Date: 2/1/86

3. Request for Payment by Public Agency or Water Company

The construction of the project is progressing satisfactorily, and to the best of my knowledge the amounts contained in the foregoing Periodic Estimate for Partial Payment are true and correct statements of actual costs incurred for work performed, and I hereby request payment of funds under the Bond Law provisions of the Water Code in the amount of \$ 428.00 for reimbursement of eligible project costs estimated above.

(Authorized Designated Signature)
 2/1/86

(Date)

Attachment No. 3 of 5

**GENERAL OBLIGATION LOAN/GRANT
PARTIAL PAYMENT ESTIMATE**

Periodic Estimate No. 2

DWR Contract No. _____

Proposition _____

PART A

NAME OF CONTRACTOR:

GHI Enterprises

NAME OF PUBLIC AGENCY/WATER CO.

XYZ Water Company

TELEPHONE NO.

DATE OF COMPLETION:

Original _____

Revised _____

AMOUNT OF CONTRACT:

Original \$ N/A

Revised \$ _____

DATES OF ESTIMATE:

From 1/1/86

To 1/31/86

DESCRIPTION OF JOB:

Water Conservation Kits

PART B

ITEM*	CONTRACT ITEMS			THIS PERIOD		TOTAL TO DATE	
	UNIT	QUANTITY	UNIT PRICE	QUANTITY	AMOUNT	QUANTITY	AMOUNT
Kit - See Invoice	Each	200	2.14	200	\$428.00	200	\$428.00

* Show Original Items and Change Orders Separately.

S A M P L E

GHI Enterprises

Invoice
NO. 1287

Date February 1, 1986

BILLING PERIOD:

From _____ To _____

Account _____

PROJECT:

<u>CUSTOMER PO NO</u>	<u>ORDER DATE</u>	<u>DATE SHIPPED</u>	<u>SALESMAN</u>	<u>ROUTING</u>
per verbal	3 Jan 86	7 Jan 86	SS	Shipped UPS

	<u>Quantity Ordered</u>	<u>Quantity Shipped</u>	<u>Remaining on Order</u>	<u>Unit Price</u>	<u>Unit</u>	<u>Amount</u>
COMPLETE WATER GUARD CONSERVATION KIT (2 Toilet Tank Inserts, 2 Shower Flow Restrictors, 2 Leak Detectors)	200 ea	200 ea	-0-	\$2.14	each	\$428.00

INVOICE TOTAL - \$428.00

TERMS: 30 days NET

PART C

	THIS PERIOD	TOTAL TO DATE
Amount Earned	\$ 2,856.23	\$ 2,856.23
Amount Retained	\$ None	\$ None
Previous Payments	\$ XXXXXXXXXXXXXXXXXXXX	\$
Amount Due	\$ 2,856.23	\$ 2,856.23
Estimated Percentage of Job Completed 100 %	Is Contractor's Construction Progress on Schedule? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No* *Explain:	

PART D

1. Certification of Contractor

According to the best of my knowledge and belief, I certify that all items and amounts shown on the foregoing Periodic Estimate for Partial Payment are correct; that all work has been performed and/or material supplied in full accordance with the requirements of the referenced contract, and/or duly authorized deviations, substitutions, alterations, and/or additions; that the foregoing is a true and correct statement of the contract account up to and including the last day of the period covered by this Periodic Estimate; that no part of the "Balance Due this Payment" has been received, and that the undersigned and his subcontractors have complied with the nondiscrimination provisions of the Loan/Grant Contract with the Department of Water Resources.

(Contractor) By _____
(Signature of Authorized Representative)

2/1, 19 86 Title _____

2. Certification of Engineer

I certify that I have checked and verified the foregoing Periodic Estimate for Partial Payment; that to the best of my knowledge and belief it is a true and correct statement of work performed and/or material included in this Periodic Estimate has been inspected by me and/or by my duly authorized representative or assistants and that it has been performed and/or supplied in full accordance with requirements of the referenced contract; and that partial payment claimed and requested by the contractor is correctly computed on the basis of work performed and/or material supplied to date.

Signed _____
(Engineer) (Registration Number)

Date: 2/1/86

3. Request for Payment by Public Agency or Water Company

The construction of the project is progressing satisfactorily, and to the best of my knowledge the amounts contained in the foregoing Periodic Estimate for Partial Payment are true and correct statements of actual costs incurred for work performed, and I hereby request payment of funds under the Bond Law provisions of the Water Code in the amount of \$ 2,856.23 for reimbursement of eligible project costs estimated above.

(Authorized, Designated Signature)
2/1/86

(Date)

Attachment No. 4 of 5

**GENERAL OBLIGATION LOAN/GRANT
PARTIAL PAYMENT ESTIMATE**

Periodic Estimate No. 2

DWR Contract No. _____

Proposition _____

PART A

NAME OF CONTRACTOR:
JKL, Inc.

NAME OF PUBLIC AGENCY/WATER CO. _____ TELEPHONE NO. _____
XYZ Water Company

DATE OF COMPLETION:	AMOUNT OF CONTRACT:	DATES OF ESTIMATE:
Original _____	Original \$ <u>2,856.23</u>	From <u>1/1/86</u>
Revised _____	Revised \$ _____	To <u>1/31/86</u>

DESCRIPTION OF JOB:
Material only, purchase of 20 H.P. Submersible Pumping Unit for Panorama Heights Well

PART B

ITEM*	CONTRACT ITEMS			THIS PERIOD		TOTAL TO DATE	
	UNIT	QUANTITY	UNIT PRICE	QUANTITY	AMOUNT	QUANTITY	AMOUNT
Pump (See attached quotation sheet)	1 each	1 each	L.S.	Complete	\$2,856.23	Complete	\$2,856.23

* Show Original Items and Change Orders Separately.
DWR 4135C (New 6/87)

S A M P L E

JKL, INC.

PQR Pumps

December 1, 1985

ABC Engineering Consultants
123 Main Street
Any Town, CA

Attention:

RE: Quotation on 20 HP Submersible Pump

Gentlemen:

Per your request we are pleased to submit for your consideration the following quotation. Accordingly, we offer:

1	Model _____ 20 HP Submersible Pump and Motor	\$2,354.40
	100 GPM at 485' TDH	165.00
250'	#8-3 Cable	104.40
1	12" x 3" x 4" Well Seal	<u>104.40</u>
		\$2,623.80
	6% Sales Tax	157.43
	Freight	<u>75.00</u>
	TOTAL	\$2,856.23

Labor to install assuming we have to use the existing pump is \$650.00.

Delivery can be made within 15 working days.

The bowl assembly quoted is a 10 stage with bronze impellers, stainless steel shaft and cast iron bowls.

Thank you for the opportunity of submitting this quotation.

Very truly yours,

JKL, INC.

By _____

S A M P L E

JKL, INC.

PQR Pumps

Invoice
NO. 4505

Date February 1, 1986

BILLING PERIOD:

From _____ To _____

Account _____

PROJECT:

<u>Customer Order No.</u>	<u>Order Date</u>	<u>Shipped Via</u>	<u>Date Shipped</u>	<u>Terms</u>
2249	1/6/86	System 99	1/15/86	Net 30 Days
1	Submersible Pump and Motor			
250	#8-3 Cable			
1	12" Well Seal			
1	Delivery			
1	Sales Tax		TOTAL	\$2,856.23

THANK YOU
Job # 78-274

PART C

	THIS PERIOD	TOTAL TO DATE
Amount Earned	\$ 146,048.86	\$ 146,048.86
Amount Retained	\$ 14,604.89	\$ 14,604.89
Previous Payments	\$ XXXXXXXXXXXXXXXXXXXX	\$ -0-
Amount Due	\$ 131,443.97	\$ 131,443.97
Estimated Percentage of Job Completed 87 %	Is Contractor's Construction Progress on Schedule? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No* *Explain:	

PART D

1. Certification of Contractor

According to the best of my knowledge and belief, I certify that all items and amounts shown on the foregoing Periodic Estimate for Partial Payment are correct; that all work has been performed and/or material supplied in full accordance with the requirements of the referenced Contract, and/or duly authorized deviations, substitutions, alterations, and/or additions; that the foregoing is a true and correct statement of the contract account up to and including the last day of the period covered by this Periodic Estimate; that no part of the "Balance Due this Payment" has been received, and that the undersigned and his subcontractors have complied with the nondiscrimination provisions of the Loan/Grant Contract with the Department of Water Resources.

MNO Pipelines, Inc. By _____
(Contractor) (Signature of Authorized Representative)
 2/1, 19 86 Title President

2. Certification of Engineer

I certify that I have checked and verified the foregoing Periodic Estimate for Partial Payment; that to the best of my knowledge and belief it is a true and correct statement of work performed and/or material included in this Periodic Estimate has been inspected by me and/or by my duly authorized representative or assistants and that it has been performed and/or supplied in full accordance with requirements of the referenced contract; and that partial payment claimed and requested by the contractor is correctly computed on the basis of work performed and/or material supplied to date.

Signed _____
(Engineer) (Registration Number)

Date: 2/1/86

3. Request for Payment by Public Agency or Water Company

The construction of the project is progressing satisfactorily, and to the best of my knowledge the amounts contained in the foregoing Periodic Estimate for Partial Payment are true and correct statements of actual costs incurred for work performed, and I hereby request payment of funds under the Bond Law provisions of the Water Code in the amount of \$ 131,443.97 for reimbursement of eligible project costs estimated above.

(Authorized, Designated Signature)
 2/1/86
(Date)

**GENERAL OBLIGATION LOAN/GRANT
PARTIAL PAYMENT ESTIMATE**

PART A

NAME OF CONTRACTOR:

MNO Pipeline Incorporated

NAME OF PUBLIC AGENCY/WATER CO.

XYZ Water Company

TELEPHONE NO.

DATE OF COMPLETION:

Original _____

Revised _____

AMOUNT OF CONTRACT:

Original \$ 166,990.40

Revised \$ _____

DATES OF ESTIMATE:

From 1/1/86

To 1/31/86

DESCRIPTION OF JOB:

Construction Contract

PART B

ITEM*	CONTRACT ITEMS			THIS PERIOD		TOTAL TO DATE	
	UNIT	QUANTITY	UNIT PRICE	QUANTITY	AMOUNT	QUANTITY	AMOUNT
		See Attached Contract Partial Payment Request			\$131,443.97		\$131,443.97

* Show Original Items and Change Orders Separately.

DATE 2/1/86
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MNO Pipeline Inc.

CONTRACT DOCUMENTS FOR
FURNISH AND CONSTRUCT TERRACE
TIE LINE & APPURTENANCES AND PANORAMA
HEIGHTS TIE LINE, PRESSURE TANK &
PRESSURE REDUCER INSTALLATIONS
WITH FENCING & APPURTENANCES

PARTIAL PAYMENT REQUEST NO. 1

<u>Bid Item No. or Change Order No.</u>	<u>Sub-Item No.</u>	<u>Description</u>	<u>Contract Amount</u>	<u>Percent Completed</u>	<u>Amount Completed</u>	<u>Bid Item or Change Order Total</u>
<u>101</u>	<u>101.1</u>	<u>6" AC Pipe</u>	<u>36,889.66</u>	<u>95%</u>	<u> </u>	<u>35,045.17</u>
<u>101</u>	<u>101.2</u>	<u>6" Gate Valve</u>	<u>1,680.00</u>	<u>95%</u>	<u> </u>	<u>1,596.00</u>
<u>101</u>	<u>101.3</u>	<u>6" Fire Hydrant</u>	<u>950.00</u>	<u>100%</u>	<u> </u>	<u>950.00</u>
<u>101</u>	<u>101.4</u>	<u>Conn. to exist</u>	<u>200.00</u>	<u>100%</u>	<u> </u>	<u>200.00</u>
<u>101</u>	<u>101.5</u>	<u>Conn. to exist</u>	<u>200.00</u>	<u>100%</u>	<u> </u>	<u>200.00</u>
<u>101</u>	<u>101.6</u>	<u>Slope Trench</u>	<u>100.00</u>	<u>100%</u>	<u> </u>	<u>100.00</u>
<u>202</u>	<u>202.1</u>	<u>12" A.C. Pipe</u>	<u>10,222.60</u>	<u>95%</u>	<u> </u>	<u>9,711.47</u>
<u>202</u>	<u>202.2</u>	<u>8" A.C. Pipe</u>	<u>80,567.50</u>	<u>95%</u>	<u> </u>	<u>76,539.12</u>
<u>202</u>	<u>202.3</u>	<u>6" A.C. Pipe</u>	<u>4,719.12</u>	<u>95%</u>	<u> </u>	<u>4,483.16</u>

Total Completed = 128,824.92
Less 10% Retention = _____
Balance = _____
Less Previous Payments = _____

Engineer's Statement
We have examined this Payment
Request and approve it for payment
subject to the noted changes and/or
corrections.
By _____

MNO Pipeline Inc.

CONTRACT DOCUMENTS FOR
FURNISH AND CONSTRUCT TERRACE
TIE LINE & APPURTENANCES AND PANORAMA
HEIGHTS TIE LINE, PRESSURE TANK &
PRESSURE REDUCER INSTALLATIONS
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PARTIAL PAYMENT REQUEST NO. 1

<u>Bid Item No. or Change Order No.</u>	<u>Sub-Item No.</u>	<u>Description</u>	<u>Contract Amount</u>	<u>Percent Completed</u>	<u>Amount Completed</u>	<u>Bid Item or Change Order Total</u>
<u>202</u>	<u>202.4</u>	<u>6" AC Pipe</u>	<u>6,351.52</u>	<u>95%</u>		<u>6,033.94</u>
<u>202</u>	<u>202.5</u>	<u>6" Gate Valve</u>	<u>2,040.00</u>	<u>100%</u>		<u>2,040.00</u>
<u>202</u>	<u>202.6</u>	<u>6" Gate Valve</u>	<u>1,200.00</u>	<u>100%</u>		<u>1,200.00</u>
<u>202</u>	<u>202.7</u>	<u>6" Fire Hydrant</u>	<u>4,750.00</u>	<u>100%</u>		<u>4,750.00</u>
<u>202</u>	<u>202.8</u>	<u>6" Fire Hydrant</u>	<u>1,000.00</u>	<u>100%</u>		<u>1,000.00</u>
<u>202</u>	<u>202.9</u>	<u>Conn. to exist</u>	<u>200.00</u>	<u>100%</u>		<u>200.00</u>
<u>202</u>	<u>202.10</u>	<u>Conn. to exist</u>	<u>200.00</u>	<u>0</u>		
<u>202</u>	<u>202.11</u>	<u>1" Air Valve</u>	<u>200.00</u>	<u>0</u>		

Total Completed = _____

Engineer's Statement
We have examined this Payment
Request and approve it for payment
subject to the noted changes and/or
corrections.

Less 10% Retention = _____

Balance = _____

By _____

Less Previous Payments = _____

TOTAL DUE _____

SAMPLE

DATE 2/1/86
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MNO Pipeline Inc.

CONTRACT DOCUMENTS FOR
FURNISH AND CONSTRUCT TERRACE
TIE LINE & APPURTENANCES AND PANORAMA
HEIGHTS TIE LINE, PRESSURE TANK &
PRESSURE REDUCER INSTALLATIONS
WITH FENCING & APPURTENANCES

PARTIAL PAYMENT REQUEST NO. 1

<u>Bid Item No. or Change Order No.</u>	<u>Sub-Item No.</u>	<u>Description</u>	<u>Contract Amount</u>	<u>Percent Completed</u>	<u>Amount Completed</u>	<u>Bid Item or Change Order Total</u>
Sch II 201		Pressure Red Sta.	5,000.00	0		
Sch II 202		Pressure Tank	5,000.00	40%		2,000.00
Sch II 203	203.1	Fencing	1,290.00	0		
Sch II 203	203.2	12" Gates	400.00	0		
Sch II 209	203.3	30" Gates	170.00	0		
Sch II 204	204.1	Fencing	1,830.00	0		
Sch II 204	204.2	16" Gate	500.00	0		
Sch II 204	204.3	30" Gate	170.00	0		

Total Completed = 146,048.86

Engineer's Statement
We have examined this Payment
Request and approve it for payment
subject to the noted changes and/or
corrections.

Less 10% Retention = 14,604.89

Balance = _____

By _____

Less Previous Payments = _____

TOTAL DUE 131,443.97