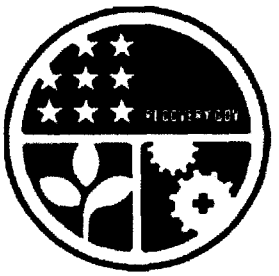

Clean Water

31198

CITY OF LONG BEACH

and

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD

Water Boards

PROJECT FINANCE AGREEMENT

STATE REVOLVING FUND PROJECT NO. C-06-6951-110

AGREEMENT NO. 08-300-550

Dated as of December 18, 2008

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TABLE OF CONTENTS

ARTICLE I DEFINITIONS 2
1.1 Definitions 2
1.2 Exhibits and Appendices Incorporated 4

ARTICLE II REPRESENTATIONS AND WARRANTIES 4
2.1 General Recipient Commitments 4
2.2 Completion of Project 4
2.3 Project Certification 4
2.4 Award of Construction Contracts 4
2.5 Notice 5
2.6 Project Access 5
2.7 Project Completion; Initiation of Operations 5
2.8 Continuous Use of Project; Lease or Disposal of Project 6
2.9 Reports 6
2.10 Federal Disadvantaged Business Enterprise (DBE) Reporting 6
2.11 Records 6
2.12 Audit 7
2.13 Signage 7

ARTICLE III FINANCING PROVISIONS 8
3.1 Amounts Payable by Recipient 8
3.2 No Obligation of the State 9
3.3 Disbursement of Project Funds; Availability of Funds 9
3.4 Withholding of Disbursements 10
3.5 Withholding Pending Project Completion 10
3.6 Accounting Standards and Federal Single Audit Act 10

ARTICLE IV MISCELLANEOUS PROVISIONS 10
4.1 Timeliness 10
4.2 Amendment 10
4.3 Assignability 11
4.4 Bonding 11

4.5 Compliance with Law; Regulations, etc 11
4.6 Conflict of Interest 11
4.7 Damages for Breach Affecting ARRA Compliance 11
4.8 Disputes 11
4.9 Governing Law 12
4.10 Income Restrictions 12
4.11 Independent Actor 12
4.12 Non-Discrimination Clause 12
4.13 No Third Party Rights 13
4.14 Operation and Maintenance; Insurance 13
4.15 Permits, Subcontracting, Remedies and Debarment 13
4.16 Prevailing Wages 14
4.17 Recipient's Responsibility for Work 14
4.18 Related Litigation 14
4.19 Rights in Data 14
4.20 State Reviews and Indemnification 14
4.21 State Water Board Action; Costs and Attorney Fees 15
4.22 Termination; Immediate Repayment; Interest 15
4.23 Unenforceable Provision 15
4.24 Useful Life of Project 15
4.25 Venue 16
4.26 Waiver and Rights of the State Water Board 16

Exhibit A – Scope of Work
Exhibit B – Project Financing Amount
Exhibit C – CWSRF Payment Schedule
Exhibit D – Special Environmental, Financial, and Other Program Conditions
Exhibit E – Federal ARRA Conditions
Exhibit F – ARRA Section 1511 Certification
Exhibit G – Davis-Bacon Act Compliance
Exhibit H – Green Business Case

NOW, THEREFORE, in consideration of the premises and of the mutual representations, covenants and agreements herein set forth, the State Water Board and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant and agree as follows:

ARTICLE I DEFINITIONS

1.1 Definitions.

Unless otherwise specified, each capitalized term used in this Agreement (including the Exhibits hereto) has the following meaning:

"Additional Payments" means the Additional Payments described in Section 3.1(c) of this Agreement.

"Agreement" means the Project Finance Agreement, dated as of the date set forth on the first page hereof, by and between the State Water Board and the Recipient, including all exhibits and attachments thereto.

"Allowance" means an amount to help defray the planning, design, and construction engineering and administration costs of the Project.

"Authorized Representative" means the duly appointed representative of the Recipient. For all authorized

operate the System and insurance premiums; but excluding, in all cases depreciation, replacement and obsolescence charges or reserves therefor and amortization of intangibles.

"Policy" means the State Water Board's "Policy for Implementing the State Revolving Fund for Construction of Wastewater Treatment Facilities," as most recently amended, the State Water Board's "Strategy for Implementing State Revolving Fund for Expanded Use Projects," and Board Resolution No. 2009-0027.

"Project" means the Project as described in Exhibit A and in the documents thereby incorporated by reference.

"Project Completion" for the purposes of a wastewater or water recycling project, means the date, as determined by the Division after consultation with the Recipient, that operation of the Project is initiated or is capable of being initiated, whichever comes first. For the purposes of all other projects, "Project Completion" means the date that all tasks in Exhibit A are completed to the reasonable satisfaction of the Division. This date shall be synonymous with the date specified in the "Initiation of Operation" form submitted as part of the Approval of Award package, if any.

"Project Costs" for the purposes of a wastewater or water recycling project, means the incurred costs of the Recipient which are eligible for financial assistance from the CWSRF under the federal Clean Water Act, which are allowable costs as defined under the Policy and which are reasonable, necessary and allocable by the Recipient to the Project under generally accepted accounting principles, plus capitalized interest. For the purposes of all other projects, "Project Costs" means those costs incurred by the Recipient for the planning, design, and implementation of the project as set forth in Exhibit A; this includes any monitoring, reporting, education and outreach, or direct administrative costs associated with these tasks and deemed necessary by the Division.

"Project Funds" means funds disbursed by the State Water Board to the Recipient for purposes of this Agreement.

"Recipient" means the recipient of Project Funds, as identified on the front page of this Agreement.

"State" means State of California.

"State Water Board" means the State Water Resources Control Board, an administrative and regulatory agency of the State of California.

"System" means for the purposes of a wastewater project, all wastewater collection, transport, treatment,

permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice

resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility. (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible

providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the State Water Resources Control Board, the State of California, the United States Environmental Protection Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

EXHIBIT H – GREEN BUSINESS CASE

Not applicable