

**STATE REVOLVING FUND
AMENDMENT 1 TO LOAN AGREEMENT WW480430
CITY OF ORLANDO**

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF ORLANDO, FLORIDA, existing as a local government agency (Local Government) under the laws of the State of Florida.

WITNESSETH:

WHEREAS, the Department and the Local Government entered into a State Revolving Fund Loan Agreement, Number WW480430, authorizing a Loan amount of \$3,462,524, excluding Capitalized Interest; and

WHEREAS, all contracts have been awarded for this Project and the Semiannual Loan Payment, the Loan amount, and Project costs need revision based on final bid amounts as provided in Section 10.06.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Loan amount authorized for disbursement is hereby reduced by \$606,601. The revised loan amount is \$2,855,923.

2. The estimated Loan Service Fee is reduced \$12,132, and the adjusted total service fee for this loan is \$57,118.

3. The estimated principal amount of the Loan is hereby revised to \$2,893,823, which consists of \$2,855,923 authorized for disbursement to the Project Sponsor and \$37,900 of Capitalized Interest, at a Financing Rate of 1.72 percent per annum (the interest rate is 0.86 percent per annum and the Grant Allocation Assessment rate is 0.86 percent per annum).

4. The Semiannual Loan Payment amount, is hereby revised and shall be in the amount of \$87,502. Such payment shall be received by the Department on May 15, 2015 and semiannually thereafter on November 15 and May 15 until all amounts due hereunder have been fully paid.

5. The Semiannual Loan Payment amount is based on the total amount owed of \$2,950,941, which consists of the Loan principal plus the estimated Loan Service Fee and its capitalized interest, if any.

6. Subsection 2.03 (1) is hereby deleted and replaced as follows:

The Local Government agrees to the following audit and monitoring requirements.

Funds provided under this Agreement have been identified as second-tier monies under the Federal Clean Water Act which are identified as state funds whose use is federally protected.

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

| State Resources Awarded to the Local Government Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.: | | | | | |
|--|---|-------------|---|----------------|------------------------------|
| State Program Number | Funding Source | CSFA Number | CSFA Title or Fund Source Description | Funding Amount | State Appropriation Category |
| Original Agreement | Wastewater Treatment and Stormwater Management TF | 37.077 | Statewide Surface Water Restoration and Wastewater Projects | \$2,855,923 | 140131 |

7. Section 8.09 of the Agreement is deleted and replaced as follows:

(1) The Local Government shall periodically interview 10% of the work force entitled to Davis-Bacon prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. Local Governments shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. As provided in 29 CFR 5.6(a)(5) all interviews must be conducted in confidence. The Local Government must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(2) The Local Government shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Local Government shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Local Governments must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon. In addition, during the examinations the Local Government shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(3) The Local Government shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor (DOL) or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of laborers, trainees, and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in items (1) and (2) above.

(4) Local Governments must immediately report potential violations of the Davis-Bacon prevailing wage requirements to the EPA Davis-Bacon contact Sheryl Parsons at

Parsons.Sheryl@epamail.epa.gov and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>.

8. Section 10.06 PROJECT RELATED COSTS is revised as follows:

The Local Government and the Department acknowledge that the actual cost of the Project has not been determined. Project cost adjustments may be made as a result of mutually agreed upon Project changes. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. If the Local Government receives other governmental financial assistance for this Project, the costs funded by such other governmental assistance will not be financed by this Loan. The Department shall establish the final Project costs after its final inspection of the Project records. Changes in Project costs may also occur as a result of the Local Government's Project audit or a Department audit.

Estimated costs are as follows:

| CATEGORY | COST (\$) |
|--|-----------|
| Construction and Demolition | 2,490,212 |
| Contingencies | 124,511 |
| Technical Services After Bid Opening | 241,200 |
| SUBTOTAL (Disbursed to Local Government) | 2,855,923 |
| Capitalized Interest | 37,900 |
| TOTAL (Loan Principal Amount) | 2,893,823 |

9. All other terms and provisions of the Loan Agreement shall remain in effect.

This Amendment 1 to Loan Agreement WW480430 shall be executed in three or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Loan Agreement to be executed on its behalf by the Program Administrator and the Local Government has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Program Administrator.

for
CITY OF ORLANDO

Mayor

Attest:

Approved as to form and legal sufficiency:

City Clerk

City Attorney

SEAL

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Program Administrator
State Revolving Fund

Date