STATE REVOLVING FUND
AMENDMENT 1 TO LOAN AGREEMENT DW670140
CITY OF CHIPLEY

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF CHIPLEY, FLORIDA, (Project Sponsor) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Project Sponsor shall be referred to as "Parties" or individually as "Party".

Pursuant to Section 403.8532, Florida Statutes (F.S.) and Chapter 62-552, Florida Administrative Code (FAC), the Department is authorized to make loans to finance the planning, design and construction of public water systems; and

The Department and the Project Sponsor entered into a State Revolving Fund Loan Agreement, Number DW670140; and

Loan repayment activities need rescheduling to give the Project Sponsor additional time to complete planning; and

Certain provisions of the Agreement need revision.

The Parties hereto agree as follows:

1. Subsection 1.01(17) is deleted and replaced as follows:

(17) "Planning Activities" shall mean the planning or administrative work necessary for the Project Sponsor to submit a facilities plan for review and acceptance from Drinking Water State Revolving Fund. Required documentation is described in Subsection 62-552.700(2), FAC.

2. Section 4.03 the Agreement is deleted and replaced as follows:

4.03. DISBURSEMENTS.

Pursuant to Section 215.971 (1)(h), F.S., if the Project Sponsor is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" as defined in subsection 288.0656 (2), F.S., at the request of the Project Sponsor, the Department may pay amounts invoiced to the Project Sponsor for eligible invoiced costs that have been completed in accordance with the terms and conditions set forth in this Agreement. The Project Sponsor may qualify for such payment if:

(1) The Project Sponsor has demonstrated to the Department that it is a rural community or rural area of opportunity as defined according to subsection 288.0656 (2), F.S.;

(2) The Project Sponsor has demonstrated to the Department that it is experiencing current financial hardship using one or more of the economic distress factors set forth in subsection 288.0656 (2)(c), F.S.;

(3) The Department has determined that the Project Sponsor is eligible for invoice payments and that it has performed pursuant to this Agreement's terms and conditions; and

(4) Applicable federal and state laws, rules, and regulations allow such payments.

Nothing in this paragraph shall be construed to alter or limit any other applicable provisions of federal or state laws, rules, or regulations.

This Agreement allows for funds to be disbursed to the Project Sponsor for allowable invoiced costs, under the provisions of 215.971(1)(h), F.S. Disbursements shall be made only by the State Chief Financial Officer and only when the requests for such disbursements are accompanied by a Department certification that such withdrawals are proper expenditures. Disbursements shall be made directly to the Project Sponsor for payment of the Project costs incurred. Disbursements for materials, labor, or services shall be made upon receipt of the following:

(1) A completed disbursement request form signed by the Authorized Representative. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the cost or charges for such work; and the person providing the service or performing the work. Proof of payment will be required with the following disbursement request.

(2) A certification signed by the Authorized Representative as to the current estimated costs of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased, performed, or received and applied to the project; that all funds received to date have been applied toward completing the Project; and that under the terms and provisions of the contracts, the Project Sponsor is required to make such payments.

(3) A certification by the engineer responsible for overseeing construction stating that equipment, materials, labor and services represented by the construction invoices have been satisfactorily purchased, or received, and applied to the Project in accordance with construction contract documents; stating that payment is in accordance with construction contract provisions; stating that construction, up to the point of the requisition, is in compliance with the contract documents; and identifying all additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose since the issue of the Department construction permit.

(4) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.

The Department will review the submitted disbursement request to verify that documentation, as described above, is complete and accurate. Upon review and written acceptance by the Department, the disbursement request may be processed.

Requests by the Project Sponsor for disbursement of funds for tasks identified in the project cost table shall be made using the Department's disbursement request form, no more frequently than monthly.

3. Section 4.04 the Agreement is deleted.

4. Section 8.12 of the Agreement is deleted and replaced as follows:

8.12. CIVIL RIGHTS.

The Project Sponsor shall comply with all Title VI requirements of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, which prohibit activities that are intentionally discriminatory and/or have a discriminatory effect based on race, color, national origin (including limited English proficiency), age, disability, or sex.

5. Section 9.01 of the Agreement is deleted and replaced as follows:

9.01. CONTRACTS.

(1) The following documentation is required to receive the Department's authorization to award construction contracts, if applicable:

(a) Proof of advertising.

(b) Award recommendation, bid proposal, and bid tabulation (certified by the responsible engineer).

(c) Certification of compliance with the conditions of the Department's approval of competitively or non-competitively negotiated procurement, if applicable.

(d) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.

(e) Certification by the Authorized Representative that affirmative steps were taken to encourage Disadvantaged Business Enterprises participation in Project construction.

(f) Current certifications for Disadvantaged Business Enterprises participating in the contract. If the goals as stated in the plans and specifications are not met, documentation of actions taken shall be submitted.

(g) Certification that the Project Sponsor and contractors are in compliance with labor standards, including prevailing wage rates established for its locality by the DOL under the Davis-Bacon Act for Project construction.

(h) Certification that all procurement is in compliance with Section 8.10 which states that all iron and steel products used in the Project must be produced in the United States unless

(a) a waiver is provided to the Project Sponsor by the EPA or (b) compliance would be inconsistent with United States obligations under international agreements.

(2) The following must be provided to the Department for professional services contract(s):

(a) Certification by the Authorized Representative that affirmative steps were taken to encourage Disadvantaged Business Enterprises participation.

(b) Current certifications for Disadvantaged Business Enterprises participating in the contract.

6. Unless repayment is further deferred by amendment of the Agreement, the Loan Payment as set forth in Section 10.05 shall be received by the Department beginning on February 15, 2028.

7. The items scheduled under Section 10.07 of the Agreement are rescheduled as follows:

(2) Completion of Planning is scheduled for August 15, 2027.

(4) The Loan Payment in the amount of $47,300 shall be due February 15, 2028.

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

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This Amendment 1 to Loan Agreement DW670140 may be executed in two 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 Secretary or Designee and the Project Sponsor 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 Department.

for
CITY OF CHIPLEY

_____
Tracy L. Andrews, Mayor

Attest:

_____
Sherry Snell, City Clerk

SEAL

Approved as to form and legal sufficiency:

_____
City Attorney

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

_____
Secretary or Designee

_____
Date