

**AMENDMENT 2 TO LOAN AGREEMENT WW480410  
CITY OF ORLANDO**

This amendment is executed by the FLORIDA WATER POLLUTION CONTROL FINANCING CORPORATION (the "Corporation") and the CITY OF ORLANDO, FLORIDA, (the "Local Borrower") existing as a local governmental agency under the laws of the State of Florida.

**WITNESSETH:**

WHEREAS, the Corporation and the Local Borrower entered into a Clean Water State Revolving Fund Loan Agreement, Number WW480410, as amended, authorizing a Loan amount of \$9,951,961, 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; and

WHEREAS, revised provisions for audit and monitoring are needed; and

WHEREAS, Loan repayment activities need rescheduling to give the Local Borrower additional time to complete construction.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Loan amount authorized for disbursement is hereby reduced by \$3,529,732. The revised loan amount is \$6,422,229.

2. The estimated Loan Service Fee is reduced \$70,595, and the adjusted total service fee for this loan is \$128,444.

3. The estimated principal amount of the Loan is hereby revised to \$6,603,529, which consists of \$6,422,229 authorized for disbursement to the Local Borrower and \$181,300 of Capitalized Interest at an interest rate of 1.72 percent per annum.

4. The Semiannual Loan Payment amount is hereby revised and shall be in the amount of \$199,619. Such payment shall be received by the Trustee on July 15, 2015 and semiannually thereafter on January 15 and July 15 until all amounts due hereunder have been fully paid.

The Semiannual Loan Payment amount is based on the total amount owed of \$6,731,973, which consists of the Loan principal plus the estimated Loan Service Fee and its capitalized interest, if any.

5. Subsection 2.04(1) is deleted and replaced as follows:

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

Federal Resources, Including State Match, Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
CS12000112-0	EPA	66.458	Capitalization Grants for State Revolving Funds	\$6,422,229	140131

6. Section 8.08 of the Agreement is deleted and replaced as follows:

(1) The Local Borrower 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 Borrowers 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 Borrower 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 Borrower 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 Borrower 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 Borrowers 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 Borrower shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(3) The Local Borrower 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 Borrowers 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>.

7. Unless repayment is further delayed by amendment of the Agreement, Semiannual Loan payments as set forth in Section 10.05 shall be received by the Trustee beginning on July 15, 2015, and semiannually thereafter on January 15 and July 15 of each year until all amounts due under the Agreement have been fully paid.

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

The Local Borrower, the Corporation and the Department acknowledge that the actual Project costs have not been determined as of the effective date of this Agreement. Project cost adjustments may be made as a result of Project changes agreed upon by the Department. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. If the Local Borrower 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 Borrower's Project audit or a Department audit. The Local Borrower agrees to the following estimates of Project costs:

#### PROJECT COSTS

<u>CATEGORY</u>	<u>COST(\$)</u>
Allowance costs	527,848
Construction and Demolition	5,576,275
Contingencies	278,814
Technical Services After Bid Opening	39,292
Subtotal (Disbursable Amount)	6,422,229
Capitalized Interest	181,300
TOTAL (Loan Principal Amount)	6,603,529

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

(1) Completion of Project construction is scheduled for January 15, 2015.

(2) Establish the Loan Debt Service Account and begin Monthly Loan Deposits no later than January 15, 2015.

(3) The date for the certification required under Subsection 2.01(10) of the Agreement is hereby revised. The initial annual certification shall be submitted no later than April 15, 2015. Thereafter, the certification shall be submitted no later than September 30 of each year until the final Semiannual Loan Repayment is made.

(4) The first Semiannual Loan Payment in the amount of \$199,619 shall be due July 15, 2015.

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

This Amendment 2 to Loan Agreement WW480410 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 Corporation has caused this amendment to the Loan Agreement to be executed on its behalf by its Chief Executive Officer and the Local Borrower 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 Chief Executive Officer of the Corporation.

for  
FLORIDA WATER POLLUTION CONTROL FINANCING CORPORATION

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Reviewed and approved by the Corporate Secretary

for  
CITY OF ORLANDO

\_\_\_\_\_  
Mayor

Attest

Approved as to form and legal sufficiency:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

SEAL

APPROVED AND ACCEPTED BY THE STATE OF FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION.

\_\_\_\_\_  
Program Administrator  
State Revolving Fund