STATE REVOLVING FUND
AMENDMENT 2 TO LOAN AGREEMENT DW430440
CITY OF STUART

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF STUART, 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".

The Department and the Project Sponsor entered into a Drinking Water State Revolving Fund Loan Agreement, Number DW430440, as amended, authorizing a Loan amount of $451,230, excluding Capitalized Interest; and including a Principal Forgiveness amount of $384,998 and water supply funding in the amount of $245,000; and

The Project Sponsor is entitled to additional financing in the amount of $177,068, excluding Capitalized Interest and including a Principal Forgiveness amount of $177,068; and

The Project Sponsor is entitled to additional water supply funding in the amount of $232,064; and

Project costs need revision based on final bid amounts as provided in Section 10.06; and

Certain provisions of the Agreement need revision.

The Parties hereto agree as follows:

1. The Loan amount authorized for disbursement is reduced by $66,232, the Principal Forgiveness amount is increased by $177,068, and water supply funds are increased by $232,064. The revised total amount awarded is $1,039,130.

2. Subsection 2.03(1) of the Agreement is deleted and replaced as follows:

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

State Resources Awarded to the Project Sponsor Pursuant to this Agreement Consist of the Following:					
State Program Number	Funding Source	CSFA Number	CSFA Title or Fund Source Description	Funding Amount	State Appropriation Category
Original Agreement	Drinking Water Revolving Loan TF	37.076	Drinking Water Facility Construction	$562,066	140129
Original Agreement	Water Quality Assurance TF	37.061	Water Supply Restoration	$100,000	104134
Original Agreement	Water Quality Assurance TF	n/a	Water Supply Restoration	$145,000	101492
Original Agreement	PFOS/PFOA	37.061	Water Supply Restoration	$232,064	088502

2. ARTICLE III of the Agreement is deleted and replaced with RESERVED.

3. Section 5.01 of the Agreement is deleted and replaced with RESERVED.

4. Section 5.07 of the Agreement is deleted and replaced with RESERVED.

5. ARTICLE VII of the Agreement is deleted and replaced with RESERVED.

6. Section 8.01 of the Agreement is deleted and replaced with RESERVED.

7. Article X of the Agreement is deleted and replaced as follows:

10.01. PRINCIPAL AMOUNT OF LOAN.

The total amount awarded is $562,066. Of that, the estimated amount of Principal Forgiveness is $562,066.

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10.02. RESERVED.

10.03. RESERVED.

10.04. RESERVED.

10.05. RESERVED.

10.06. PROJECT COSTS.

The Project Sponsor 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 mutually agreed upon Project changes. If the Project Sponsor 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 an audit.

The Project Sponsor agrees to the following estimates of Project costs:

CATEGORY	PROJECT COSTS ($)
Construction and Demolition	974,008
Contingencies	103,888
Technical Services After Bid Opening	46,234
SUBTOTAL (Disbursable Amount)	1,124,130
Less Principal Forgiveness	(562,066)
Less Water Supply Restoration funding	(477,064)
Less Other DEP funding (Purchase Order)	(85,000)
SUBTOTAL (Loan Amount)	0

8. Section 10.07 of the Agreement is deleted and replaced as follows:

10.07. SCHEDULE.

The Project Sponsor agrees by execution hereof:

(1) This Agreement shall be effective on February 12, 2020. Invoices submitted for work conducted on or after this date shall be eligible for reimbursement.

(2) Completion of Project construction is scheduled for March 15, 2022.

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

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This Amendment CITY OF STUART to Loan Agreement DW430440 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 STUART

_____
Mayor

Attest:

_____
City Clerk

Approved as to form and legal sufficiency:

_____
City Attorney

SEAL

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

_____
Secretary or Designee

_____
Date