

AMENDMENT NO. 1 TO THE JOINT PROJECT AGREEMENT BETWEEN COUNTY OF VOLUSIA AND THE CITY OF EDGEWATER FOR THE FLOOD PROOFING & HARDENING WASTEWATER TREATMENT FACILITIES/OPERATIONS BUILDING PROJECT

THE JOINT PROJECT AGREEMENT (AGREEMENT) made and entered into on June 26, 2025 by and between the **County of Volusia (COUNTY)**, a political subdivision of the State of Florida, and the **City of Edgewater (CITY)**, a municipal corporation of the State of Florida, for the **Flood Proofing & Hardening Wastewater Treatment Facilities/Operations Building** project (PROJECT) is to be amended as follows:

The AGREEMENT is hereby amended to add Section “J. PROJECT COST.” Section J, PROJECT COST is inserted into the AGREEMENT as follows:

1. The estimated total cost of the project, to include design services and construction, is **\$2,100,000.00 (Two million, one hundred thousand dollars and 00/100)**. The COUNTY agrees to participate in the PROJECT cost up to a maximum amount of **\$1,575,000.00 (One million, five hundred thousand seventy-five dollars and 00/100)** using Community Development Block Grant – Disaster Recovery (CDBG-DR) funds provided by the Department of Housing and Urban Development (HUD) Grant B-23-UN-12-0005. The CITY’s committed local match amount is **\$525,000.00 (Five hundred twenty-five thousand dollars and 00/100)**. This equates to the pro-rata share of **25%**. The CITY will be invoiced by the COUNTY for project costs at this pro-rata throughout the life of the project, up to and not including, costs of the project above and beyond the funding provided by the HUD Grant.
2. The actual cost of design services for the PROJECT is **\$222,423.00 (Two hundred twenty-two thousand, four hundred twenty-three dollars and 00/100)**. This amount is based upon the scope and schedule of values in **EXHIBIT A**, attached to and incorporated in this AGREEMENT.

This AMENDMENT NO. 1 sets forth the entire modifications to the AGREEMENT. Except as provided above, all other terms and conditions of the AGREEMENT shall remain unchanged and in full force and effect and are hereby ratified and reaffirmed by the parties hereto. In the event of any conflict or inconsistency between the provisions set forth in this AMENDMENT NO. 1 and the AGREEMENT, this AMENDMENT NO. 1 shall govern and control.

IN WITNESS WHEREOF, the Parties hereto have made and executed this AGREEMENT as of the latest day and year written below.

ATTEST:

CITY OF EDGEWATER

JOE MAHONEY
CITY MANAGER

BY: _____
DIEZEL DEPEW
MAYOR

DATE: _____

Approved as to form
and correctness:

SABATINI LAW FIRM
CITY ATTORNEY

IN WITNESS WHEREOF, the Parties hereto have made and executed this AGREEMENT as of the latest day and year written below.

ATTEST:

COUNTY OF VOLUSIA, FLORIDA

GEORGE RECKTENWALD
COUNTY MANAGER

BY: _____
JEFFREY S. BROWER, CHAIR
COUNTY COUNCIL

DATE: _____

Approved as to form
and correctness:

THOMAS R. (RUSS) BROWN, III
DEPUTY COUNTY ATTORNEY

Ms. Dona Butler
 October 21, 2025
 Page 7

SCHEDULE

Mead & Hunt estimates the work included in this task order will be completed in accordance with the following schedule:

| Phase/Task | Duration to Complete | Commencing Upon |
|--|-----------------------------|---|
| <i>Phase 1 – Project Management</i> | <i>10 months</i> | <i>Receipt of notice to proceed</i> |
| <i>Phase 2 – Data Collection and Site Reconnaissance</i> | <i>60 days</i> | <i>Kick-off Meeting</i> |
| <i>Phase 3 – Preliminary/Conceptual Design</i> | <i>60 days</i> | <i>Completion of data collection and reconnaissance</i> |
| <i>Phase 4 – Project Design</i> | | |
| <i>Task 1 – 60% Design</i> | <i>90 days</i> | <i>OWNER approval of Phase 3</i> |
| <i>Task 2 – 90% Design</i> | <i>60 days</i> | <i>60% review meeting</i> |
| <i>Task 3 – 100% Design</i> | <i>30 days</i> | <i>90% review meeting</i> |
| <i>Phase 5 – Bidding Assistance</i> | <i>30 days</i> | <i>OWNER approval of 100% deliverable</i> |

The above timeframes *do not* include permitting agency review time.

COMPENSATION

The not-to-exceed cost for this Scope of Services is **\$222,423.00**.

The above fee is based on the following breakdown:

| Phase/Task | Fee/Cost | Basis |
|---|----------------------------|--------------------|
| <i>Phase 1 – Project Management</i> | <i>\$21,041.00</i> | <i>Lump Sum</i> |
| <i>Phase 2– Data Collection and Site Reconnaissance</i> | <i>\$7,204.00</i> | <i>Lump Sum</i> |
| <i>Phase 3 – Preliminary Design</i> | <i>\$21,862.00</i> | <i>Lump Sum</i> |
| <i>Phase 4 – Project Design</i> | <i>\$87,176.00</i> | <i>Lump Sum</i> |
| <i>Phase 5 – Bidding Assistance</i> | <i>\$15,140.00</i> | <i>Lump Sum</i> |
| <i>Subtotal</i> | <i>\$152,423.00</i> | |
| <i>Phase 6 – Subconsultants/Reimbursables</i> | <i>\$70,000.00</i> | <i>Actual cost</i> |
| <i>TOTAL</i> | <i>\$222,423.00</i> | |