



**CITY OF DELRAY BEACH
100 NW 1st AVENUE, DELRAY BEACH, FL 33444**

**AMENDMENT NO. 3 TO DBIA CONTRACT #545
PURSUANT TO RFQ 2023-066 FOR THE CITY OF DELRAY
BEACH WATER TREATMENT PLANT
PROGRESSIVE DESIGN BUILD PROJECT
CDM CONSTRUCTORS, INC.**

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PURSUANT TO RFQ 2023-066 FOR THE CITY OF DELRAY
BEACH WATER TREATMENT PLANT PROGRESSIVE DESIGN BUILD PROJECT

THIS AMENDMENT NO. 3 to DBIA Contract #545, Progressive Design-Build Agreement for Water and Wastewater Projects, as modified, entered into pursuant to RFQ 2023-066 for the City of Delray Beach Water Treatment Progressive Design Build Project, dated March 25, 2024, by and between the City of Delray Beach, a municipal corporation of the State of Florida (“Owner”), and CDM Constructors Inc., (“Design-Builder”) a Foreign profit corporation, is entered into this _____ day of _____, 20__.

WHEREAS, on March 25, 2024, the Owner entered into DBIA Contract #545, Progressive Design-Build Agreement for Water and Wastewater Projects, as modified, and DBIA Contract #535, Standard Form of General Conditions of Contract Between Owner and Design-Builder, as modified, with Design-Builder for the progressive design build of a new water treatment plant (hereinafter referred to as the “Agreements”) pursuant to RFQ 2023-066; and

WHEREAS, on December 17, 2024, the Owner and Design-Builder entered into Amendment No. 1 to the Agreements for the complete demolition of the existing lime plant and to construct the new plant, so it solely operates utilizing the membrane process in response to updated standards issued by the United States Environmental Protection Agency; and

WHEREAS, on October 14, 2025, the Owner and Design-Builder entered into Amendment No. 2 to the Agreements for engineering and design services for the deep injection well prior to final approval of all Phase 2 services and to approve the early acquisition of long-lead items; and

WHEREAS, the Owner and Design-Builder have agreed upon all Phase 2 services, including the Guaranteed Maximum Price (“GMP”), and the completion of Engineering and Design Services During Construction in accordance with the terms of the Agreements; and

WHEREAS, the Owner and Design-Builder desire to amend the Agreements to establish the GMP and related services; and

WHEREAS, Design-Builder agrees to continue to provide services to the Owner in accordance with the terms and conditions of the Agreements.

NOW THEREFORE, in exchange for the mutual covenants and promises set forth herein and the sums of money agreed to be paid by the Owner to the Design-Builder, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.

2. Defined Terms. Capitalized terms used in the Amendment, but not otherwise defined

herein, shall have the same meaning ascribed to them in the Agreements.

3. The Agreements are hereby amended to include the Guaranteed Maximum Price (“GMP”), as defined by the Agreements. This GMP of Two Hundred and Twenty-Eight Million, Nine Hundred and Twenty-Four Thousand, Eight Hundred and Fifty-Four Dollars (\$228,924,854.00) is subject to the scope, schedule, and assumptions, clarifications, and exclusions set forth in Exhibit “A,” Design-Builder’s GMP proposal, dated November 10, 2025, including its attachments and exhibits, attached hereto and incorporated herein. In the event of any conflict or purported ambiguity between Exhibit “A” and the other terms of the Agreements, Attachment “A” shall supersede and control, except with respect to any legal terms and obligations, which shall be controlled by the Agreements.

4. Except as provided herein, all other terms and conditions of the Agreements, Amendment No. 1, and Amendment No. 2 remain in full force and effect and are hereby confirmed. The Agreements, Amendment No. 1, Amendment No. 2, and this Amendment No. 3 represent the entire understanding between the parties on the issues contained herein, either written or oral, and may only be amended by written instrument signed by both parties

ATTEST:

OWNER/CITY OF DELRAY BEACH

Alexis Givings, City Clerk

By: _____
Thomas F. Carney, Jr., Mayor

ATTEST:

Approved as to form and legal sufficiency:

Lynn Gelin, City Attorney

**CDM CONSTRUCTORS,
INC./DESIGN-BUILDER**

By: _____

Print Name: _____

Title: _____

(SEAL)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, this ____ day of _____, 20__, by
_____ (name of person), as _____ (type of
authority) for _____ (name of party on behalf of whom instrument was
executed).

Personally known ____ OR Produced Identification
Type of Identification Produced _____

Notary Public – State of _____