



CITY OF DELRAY BEACH  
100 NW 1<sup>st</sup> AVENUE, DELRAY BEACH, FL 33444

AMENDMENT NO. 1 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.

CITY OF DELRAY BEACH  
AMENDMENT NO. 1 TO DBIA CONTRACT #545  
PURSUANT TO RFQ 2023-066 FOR THE CITY OF DELRAY  
BEACH WATER TREATMENT PLANT PROGRESSIVE DESIGN BUILD PROJECT

THIS AMENDMENT NO. 1 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 (“City”), and CDM Constructors Inc., (“Contractor”) a Foreign profit corporation, is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WITNESSETH:

**WHEREAS**, on March 25, 2024, the City 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 Contractor for the progressive design build of a new water treatment plant (hereinafter referred to as the “Agreements”) pursuant to RFQ 2023-066; and

**WHEREAS**, the original design called for a blend of new membrane processing in combination with the existing lime plant; and

**WHEREAS**, after the City and Contractor entered into the Agreements, the United States Environmental Protection Agency (EPA) released new standards for the removal of Per- and Polyfluoroalkyl (PFAS) substances for potable water; and

**WHEREAS**, given the new regulations issued by the EPA, it is no longer feasible to retain any portion of the existing lime plant, and the new plant will need to solely operate utilizing the membrane process; and

**WHEREAS**, this modification will require specialized field work, gathering data from the distribution system for geochemical and water quality models for corrosion control, the design and construction of a new administration building, and obtaining increased permitted water usage for the new superficial production wells and two deep injection wells; and

**WHEREAS**, Contractor has agreed to provide these additional services for an additional fee; and

**WHEREAS**, the City desire to amend the Agreements to modify the scope to include the additional services for fee of Eight Hundred Thousand Dollars (\$800,000) for a total overall estimated amount of Fifteen Million Seven Hundred Eighty-Two Thousand Three Hundred Nine Dollars (\$15,782,309); and

**WHEREAS**, the City desire to amend the Agreements to grant a schedule extension of 56 days (8 weeks) for design, starting with the 30% design deliverable milestone and through the 100% design completion; and

**WHEREAS**, Contractor agrees to continue to provide services to the City in accordance with the terms and conditions of the Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable consideration of which the parties hereto acknowledge, the parties agree as follows:

1. The above recitals are true and correct and are incorporated herein.
2. The Agreement is hereby amended to include the additional scope of services and fees and a time extension of 56 days (8 weeks) for design, starting with the 30% design deliverable milestone and through the 100% design completion, pursuant to Exhibit "A", attached hereto and incorporated herein.
3. Except as provided herein, all other terms and conditions of the Agreement remain in full force and effect and are hereby confirmed. The Agreement and this Amendment No. 1 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.

**IN WITNESS WHEREOF**, the City and Contractor hereto have executed this Amendment as of the day and year first above written.

**CITY OF DELRAY BEACH**

By: \_\_\_\_\_  
Thomas F. Carney, Mayor

ATTEST:

\_\_\_\_\_  
Alexis Givings, Interim City Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Lynn Gelin, City Attorney

**CDM CONSTRUCTORS, INC.**

By: TLF  
Print Name: Tommy L Floyd  
Title: SVP

(SEAL)

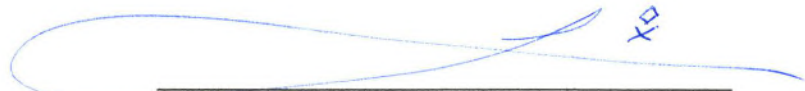
STATE OF N.C.  
COUNTY OF Surry

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 5 day of December, 2021 by Tommy L Floyd (name of person), as corp officer (type of authority) for CDM constructors (name of party on behalf of whom instrument was executed).

Personally known  OR Produced Identification  
Type of Identification Produced license

TLF



  
\_\_\_\_\_  
Notary Public – State of NC.

