

**AMENDMENT NO. 2 TO THE AGREEMENT  
BETWEEN THE CITY OF SAN MATEO AND  
SUNDT CONSTRUCTION, INC. FOR THE  
WWTP NUTRIENT REMOVAL AND WET WEATHER FLOW MANAGEMENT  
UPGRADE AND EXPANSION PROJECT  
CONSTRUCTION MANAGER AT RISK CONSTRUCTION SERVICES**

WHEREAS, the City of San Mateo (“City”), a municipal corporation of the State of California, and Sundt Construction, Inc. (“Contractor”), entered into an Agreement for Construction Manager at Risk (CMAR) Pre-Construction Services (“Agreement”) for the WWTP Nutrient Removal and Wet Weather Flow Management Upgrade and Expansion Project on May 24, 2019; and

WHEREAS, City and Contractor, wish to amend the Agreement to add scope and increase compensation.

NOW, THEREFORE, the parties agree as follows:

1. Article 3 – Construction Manager at Risk (CMAR) Responsibilities is amended to add paragraph “3.16 GMP-3 SCOPE OF PROJECT The scope of services for GMP-3 is set forth as Exhibit “A2,” City of San Mateo Nutrient Removal and Wet Weather Flow Management Upgrade & Expansion Project GMP 3 Submission prepared September 10, 2020, as attached and incorporated by reference.”
2. Article 6 – Time of the Agreement is amended to add paragraph “6.10 GMP-3 COMPLETION The services to be performed by the CMAR under this Agreement for GMP-3 shall commence and be completed as set forth in Exhibit “A2,” City of San Mateo Nutrient Removal and Wet Weather Flow Management Upgrade & Expansion Project GMP 3 Submission prepared September 10, 2020, as attached and incorporated by reference.”
3. Article 10 – Payment is amended to add paragraph “10.12 GMP-3 PAYMENT Payment of the Agreement for GMP-3 shall be a fee not to exceed \$379,880,747. The fee schedule is set forth in Exhibit “A2,” City of San Mateo Nutrient Removal and Wet Weather Flow Management Upgrade & Expansion Project GMP 3 Submission prepared September 10, 2020, as attached and incorporated by reference.”
4. Exhibit C – Davis Bacon Wage Rate Determination of the Agreement is amended to reference “Exhibits C, C1 and C2.” Exhibit C2 to the Agreement is attached and incorporated by reference.
5. The remaining terms of the Agreement remain in full force and effect.

Attachments:

Exhibit A2, GMP3 Submission

Exhibit C2, Davis Bacon Wage Rate Determination

CITY OF SAN MATEO

SUNDT CONSTRUCTION, INC.

\_\_\_\_\_  
Brad Underwood, Public Works Director

Date: \_\_\_\_\_

\_\_\_\_\_  
Greg Ayres, Vice President

Date: \_\_\_\_\_

ADDITIONAL CORPORATE OFFICER

\_\_\_\_\_  
Ronald R. Stuff, Sr. Vice President & General  
Counsel

Date: \_\_\_\_\_

**Exhibit A2: GMP 3 Submission**

Please use the following link for [Exhibit A2: GMP 3 Submission](#)

**Exhibit C2: GMP 3 Davis Beacon Wage Rate Determination**

Please use the following link for [Exhibit C2: GMP 3 Davis Beacon Wage Rate Determination](#)