THIRD AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF SOUTH SAN FRANCISCO AND RAIMI + ASSOCIATES

THIS THIRD AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT is made at South San Francisco, California, as of October 13, 2021 by and between THE CITY OF SOUTH SAN FRANCISCO ("City"), a municipal corporation, and Raimi + Associates ("Contractor"), (sometimes referred together as the "Parties") who agree as follows:

RECITALS

A. On March 27, 2019, City and Contractor entered that certain Consultant Services Agreement ("Agreement") whereby Contractor agreed to provide a comprehensive update to the General plan. A true and correct copy of the Agreement and its exhibits is attached as <u>Exhibit A</u>.

B. City and Contractor now desire to amend the Agreement.

NOW, THEREFORE, for and in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Contractor hereby agree as follows:

- 1. All terms which are defined in the Agreement shall have the same meaning when used in this Amendment, unless specifically provided herein to the contrary.
- 2. Section 1: Term. The September 30, 2022 end date for the term of services identified in Section 1 of the Agreement.
- 3. Section 2: Compensation. Section 2 of the Agreement shall be amended such that the City agrees to pay Contractor a sum not to exceed \$3,459,905.00, with the understanding that up to \$2,078,299.66 has already been paid to the Contractor. Contractor agrees this is the City's total contribution for payment of costs under the Agreement unless additional payments are authorized in accordance with the terms of the Agreement and said terms of payment are mutually agreed to by and between the parties in writing.
- 4. Scope of Services. The Scope of services is amended to include the tasks in <u>Exhibit B</u>, attached to this Amendment.

All other terms, conditions and provisions in the Agreement remain in full force and effect. If there is a conflict between the terms of this Amendment and the Agreement, the terms of the Agreement will control unless specifically modified by this Amendment.

[SIGNATURES ON THE FOLLOWING PAGE]

Dated: _____

CITY OF SOUTH SAN FRANCISCO

CONTRACTOR

By: _____

By:_____

City Manager

Raimi+ Associates

Approved as to Form:

By: ______City Attorney

EXHIBIT B

SCOPE OF SERVICES

Raimi + Associates will provide the City with a Comprehensive Benchmarking Analysis of (1) all energy and (2) water usage and (3) greenhouse gas emissions for all City municipal buildings.

The benchmarking analysis will include the following tasks and components:

- Task 1: Data Requests and Collection
- Task 2: Data Analysis and GHG Inventory
- Task 3: Summary Report
- Task 4: Climate Action Plan Integration