

SUPPLEMENTAL AGREEMENT

Project Title and Job Number: General Plan Update (M04-031)
Purchase Order #: 5 Q305 30876

Date: April 13, 2006
Supplemental Agreement No.: 4

The City of Sacramento ("City") and EIP Associates ("Consultant"), as parties to that certain Consultant and Professional Services Agreement designated as Agreement Number 2004-120, including any and all prior supplemental agreements modifying said agreement (said agreement and supplemental agreements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

- 1 In consideration of the additional and/or revised services described in Attachment 1, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement for payment of Consultant's fees and expenses, is **increased by \$99,000.00** and said maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	<u>\$2,187,691.00</u>
Net change by previous supplemental agreements:	<u>159,598.95</u>
Not-to-exceed amount prior to this supplemental agreement:	<u>2,347,289.95</u>
Increase by this supplemental agreement:	<u>99,000.00</u>
New not-to-exceed amount including all supplemental agreements:	<u>\$2,446,289.95</u>

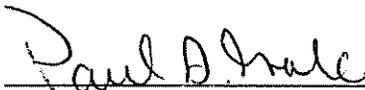
- 2 Consultant agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for the additional and/or revised services specified in section 1, above, and shall fully compensate Consultant for any and all direct and indirect costs that may be incurred by Consultant in connection with such additional and/or revised services, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Consultant
- 3 Consultant warrants and represents that the person or persons executing this supplemental agreement on behalf of Consultant has or have been duly authorized by Consultant to sign this supplemental agreement and bind Consultant to the terms hereof.
- 4 Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Consultant shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

Approval Recommended By:

Approved As To Form By:



Project Manager


City Attorney 4-17-06
Dy

Approved By:



Consultant

Approved By:

Attested To By:

Ray Kerridge
City Manager

City Clerk



February 17, 2006

Mr. Steve Peterson
Principal Planner
City of Sacramento
915 I Street, 3rd Floor
Sacramento, CA 95814

Subject: Request for City of Sacramento General Plan Update
Contract and Budget Amendment through Current Fiscal Year

Dear Steve:

As you are aware, EIP Associates, along with Mintier & Associates and other members of the consultant team, have submitted a request for a contract amendment for the City of Sacramento General Plan Update. We understand that this request will not be considered by the City Council until the beginning of the City's fiscal year on July 1, 2006. In the interim, there are out of scope tasks that need to be completed by the consultants in order for the General Plan program to remain on schedule and to move forward. These tasks include:

- Continued work on the Alternatives that include preparation of and several revisions to the land use/urban form maps, concept map, areas of change map, and areas of opportunity maps for 30+ sites for both Alternatives 2 and 3;
- Review of materials prepared for the Alternatives, as well as extended coordination with City staff and the consultant team;
- Additional public outreach to youth that include designing and preparing for a High School Press Conference and mini Town Hall Forum, and a public workshop for Sacramento State and other community college students;
- Additional public outreach for other targeted groups such as the development community;
- Provision of additional support and completion of the visual simulations for the Town Hall Forums II to be held in June.

In order to complete these tasks, we are requesting a budget increase of \$99,000. A breakdown of this amount by each firm is as follows:

- EIP
 - Phase 5, Alternatives - \$15,000
 - Phase 11, Public Outreach – \$20,000



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- Mintier & Associates
 - Phase 5, Alternatives - \$26,000
 - Phase 11, Public Outreach - \$6,000
- MMC
 - Phase 11, Public Outreach - \$11,000
- WRT
 - Phase 5 Alternatives - \$9,000
- EPS
 - Phase 5, Alternatives - \$10,000
- Fehr & Peers
 - Phase 5, Alternatives - \$2,000

Please let me know if this amount is acceptable to you. If you have any questions, do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Will. S. Ziebron". The signature is fluid and cursive, with a long horizontal stroke at the end.

William S. Ziebron
President and CEO