

Supplemental Agreement

Project Title and Job Number: Fulton Avenue Site, Sacramento
Purchase Order #:

Date: 5-9-07
Supplemental Agreement No.: 4

The City of Sacramento ("City") and Baseline Environmental Consulting ("Consultant"), as parties to that certain Consultant and Professional Services Agreement designated as Agreement Number 2004-0606 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. The scope of Services specified in Exhibit A of the Agreement is amended as follows:

Please see Attachment 2.

2. In consideration of the additional and/or revised services described in section 1, above, 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 \$155,663.00 (one hundred fifty-five thousand, six hundred sixty-three dollars), and said maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	<u>\$65,550.00</u>
Net change by previous supplemental agreements:	<u>\$230,179</u>
Not-to-exceed amount prior to this supplemental agreement:	<u>\$295,729.00</u>
Increase by this supplemental agreement:	<u>\$155,663.00</u>
New not-to exceed amount including all supplemental agreements:	<u>\$451,392.00</u>

3. 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.
4. 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.
5. 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.

CITY OF SACRAMENTO
A Municipal Corporation

By: _____

Printed Name: John Dangberg
Title: Assistant City Manager

For: Ray Kerridge, City Manager

ATTEST:

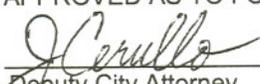
City Clerk

Consultant

By: 

Print Name: YANE NORDHAVA

APPROVED AS TO FORM:


Deputy City Attorney

BASELINE
ENVIRONMENTAL CONSULTING

2 May 2007
Y4368-C0.00704

Mr. Dean Peckham
CITY OF SACRAMENTO
Economic Development Department
1030 15th Street, 2nd Floor
Sacramento, CA 95814-4009

Subject: Scope and Cost Proposal for Conducting Verification Sampling, 3701 Fulton Avenue Site, Sacramento

Dear Dean:

Thank you for asking BASELINE to provide a scope and cost estimate for conducting verification sampling at the 3701 Fulton Avenue site in Sacramento, the former Sacramento Trapshooting Club. On 14 March 2007, a Final Implementation Plan ("Plan") was submitted to the Sacramento County Environmental Management Department regarding remediation of the subject site.

The Implementation Plan describes the approach for verification sampling to ensure that contaminated soil has been removed from Parcel A to the established clean-up goals for lead, arsenic, and polynuclear aromatic hydrocarbons ("PAHs"). The sampling locations have been developed to consist of one sample per 2,500 square feet, or a total of about 180 samples. All samples would be analyzed for lead and PAHs and ten percent of the samples would be analyzed for arsenic.

BASELINE would collect the verification samples incrementally as the contaminated soil is removed from Parcel A. It is envisioned that the sampling would occur in three separate events, resulting in about 60 samples being collected during each event. The 60 samples would be submitted to the laboratory for analysis on a regular turn-around-time (i.e., five working days). Once the results have been received from the laboratory, BASELINE would evaluate the data and perform statistical analyses, if needed. Within two working days from receipt of data from the laboratory, we would advise the City about any need for additional excavation to remove contaminated soil to a level below the established clean-up goals. If additional excavation were to be required, BASELINE would coordinate with the City regarding specific areas to be re-excavated.

BASELINE

Dean Peckham
2 May 2007
Page 2

We are assuming that the City would arrange for surveying and staking the boundaries of Parcel A and the boundaries of the remediation area north of the leasehold (by the detention basin).

Following completion of sampling, BASELINE will provide an Implementation Report documenting all sampling activities and removal of contaminated soil to meet clean-up goals. The cost for implementing the sampling efforts outlined in the Final Implementation Plan is presented in the attached Table 1. If you have any questions or need additional information, please do not hesitate to contact us at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Yane Nordhav", with a long horizontal line extending to the right.

Yane Nordhav, P.G.
Principal

YN:cr
Enclosure

cc: Jim Rinehart

TABLE I
Cost Estimate
Verification Sampling
Sacramento Trapshooting Club, Sacramento, California

	Amount	Units	Rate	Cost	
TASK 1: Project Management					
Principal	80	hr	\$ 165.00	\$ 13,200	
Civil Engineer	40	hr	\$ 120.00	\$ 4,800	
Editor/Proj. Admin	6	hr	\$ 95.00	\$ 570	
				Subtotal	\$ 18,570
TASK 2: Confirmation Sampling					
Principal	8	hr	\$ 165.00	\$ 1,320	
Civil Engineer	40	hr	\$ 120.00	\$ 4,800	
Field Geologist	100	hr	\$ 120.00	\$ 12,000	
Project Engineer	100	hr	\$ 100.00	\$ 10,000	
Clerical	10	hr	\$ 80.00	\$ 800	
<i>Laboratory Analyses</i>					
Metals Digest	225	each	\$ 11.50	\$ 2,588	
Lead	225	each	\$ 17.25	\$ 3,881	
Arsenic	23	each	\$ 17.25	\$ 397	
PAHs	225	each	\$ 230.00	\$ 51,750	
Disposal	225	each	\$ 4.60	\$ 1,035	
Field Vehicle	25	day	\$ 60.00	\$ 1,500	
Soil Sampling Containers (Stainless Steel)	225	each	\$ 7.50	\$ 1,688	
Slide Hammer	25	day	\$ 40.00	\$ 1,000	
Decon Water Disposal	1	each	\$ 250.00	\$ 250	
Health and Safety	1	each	\$ 500.00	\$ 500	
				Subtotal	\$ 93,509
TASK 3: Documentation					
Principal	16	hr	\$ 165.00	\$ 2,640	
Civil Engineer	60	hr	\$ 120.00	\$ 7,200	
Field Geologist	16	hr	\$ 120.00	\$ 1,920	
Project Engineer	24	hr	\$ 100.00	\$ 2,400	
Editor/Proj. Admin	8	hr	\$ 95.00	\$ 760	
Graphics/AutoCAD	16	hr	\$ 90.00	\$ 1,440	
Word Processing	8	hr	\$ 80.00	\$ 640	
Clerical	8	hr	\$ 80.00	\$ 640	
				Subtotal	\$ 17,640
				Total	\$ 129,719
				Contingency (20%)	\$ 25,944
				GRAND TOTAL	\$ 155,663

Notes:

1. This estimate assumes that surveying of site boundaries as well as final sampling surface will be performed by City.
2. Contingency is for possible additional analyses, should additional soil sampling be required above and beyond the additional samples assumed in cost estimate.