

**SUPPLEMENTAL AGREEMENT**

**Department: Economic Development**  
**Division: Citywide**

**Date: 04/17/06**  
**Supplemental Agreement No.: 3**

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 Attachment 1 to Exhibit A of the Agreement is amended as follows:

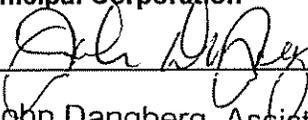
See Attachment 2.

- 2. In consideration of the additional 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 Ninety Four Thousand Six-Hundred Eighty Five Dollars (\$94,685), and said maximum not-to-exceed amount is amended as follows:

Original Agreement Amount	\$65,550
Net change by previous supplemental agreements	\$135,494
Not-to-exceed amount prior to this supplemental agreement:	\$201,044
<b>Increase/decrease</b> by this supplemental agreement:	\$94,685
New not-to-exceed amount including all supplemental agreements:	\$295,729

- 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:   
John Dangberg, Assistant City Manager  
For: Ray Kerridge City Manager

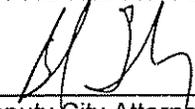
**Consultant**

By:   
Print Name: YANE NORDHAV  
Title: Principal

ATTEST:

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City Clerk

APPROVED AS TO FORM:

  
Deputy City Attorney