

SUPPLEMENTAL AGREEMENT

Project Title and Job Number: Evidence Impound Vehicle Storage Services
Purchase Order #: 72145B2950

Date: June 26, 2007
Supplemental Agreement No.: 1

The City of Sacramento ("City") and Capitol City Automotive, Inc. ("Contractor"), as parties to that certain Non-Professional Services Agreement designated as City Manager Agreement Number 2005-0882, 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 maximum not-to-exceed amount that is specified in Exhibit B of the Agreement for payment of Contractor's fees and expenses is **increased** by \$270,480.00, and said maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	\$11,520.00
Net change by previous supplemental agreements:	N/A
Not-to-exceed amount prior to this supplemental agreement:	N/A
Increase by this supplemental agreement:	\$270,480.00
New not-to exceed amount including all supplemental agreements:	\$282,000.00

- 2. Contractor agrees that the amount of increase in the not-to-exceed amount specified in section 1, above, shall constitute full compensation for past and future invoice billing, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional services, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Contractor.
- 3. Contractor warrants and represents that the person or persons executing this supplemental agreement on behalf of Contractor has or have been duly authorized by Contractor to sign this supplemental agreement and bind Contractor 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 Contractor shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.
- 5. The City Manager, or his authorized designee, has authority to execute this supplement pursuant to City Resolution _____.

Approval Recommended By:

Approved As To Form By:

Chief of Police



City Attorney

Approved By:



Contractor



Additional Signature

JOE MAHAR - President
Print Name & Title

JOE MAHAR - Treasurer
Print Name & Title

SUPPLEMENTAL AGREEMENT

Approved By:

Attested To By:

Ray Kerridge
City Manager

City Clerk