

# SUPPLEMENTAL AGREEMENT

Project Title and Job Number: Maintenance of Street Lighting (re-lamping)

Date: July 2, 2007

Purchase Order #:

Supplemental Agreement No.: 2

The City of Sacramento ("City") and Jackson Electric "Contractor"), as parties to that certain Nonprofessional Services Agreement designated as Agreement Number CM2005-0723, 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:

**The term of the agreement is extended** for an additional year as provided for in the option to extend, Exhibit A, section 4. This extension is for the period of July 1, 2007 – June 30, 2008.

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 Contractor's fees and expenses, is **increased/decreased** by \$73,980, and said maximum not-to-exceed amount is amended as follows:  
(The annual increase at 3.1% is \$2,291. (Monthly payment will be \$6,356, an increase of 3.1%, or \$191.)

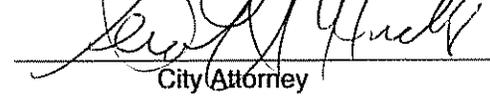
Agreement's original not-to-exceed amount :	<u>\$72,528</u>
Net change by previous supplemental agreements:	<u>\$73,980</u>
Not-to-exceed amount prior to this supplemental agreement:	<u>\$146,508</u>
<b>Increase/decrease</b> by this supplemental agreement for FY 06-07:	<u>\$76,272</u>
New not-to exceed amount including all supplemental agreements:	<u>\$222,780</u>

3. Contractor 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 Contractor for any and all direct and indirect costs that may be incurred by Contractor 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 Contractor.
4. 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.
5. 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.

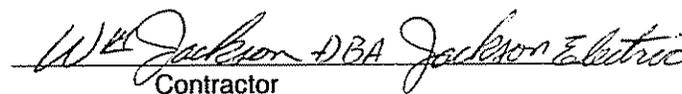
Approval Recommended By:

Approved As To Form By:

  
Project Manager

  
City Attorney

Approved By:

  
Contractor

Approved By:

Attested To By:

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Marty Hanneman, Assistant City Manager  
for Ray Kerridge, City Manager/June 25, 2007

\_\_\_\_\_  
City Clerk