SUPPLEMENTAL AGREEMENT

Project Title and Job Number: **On-call Construction Inspection / 3431VC** Date: **7/5/07**

Purchase Order # : **53431VC05182** Supplemental Agreement No.: **2**

The City of Sacramento ("City") and VALI COOPER & ASSOCIATES, INC ("Consultant"), as parties to that certain Consultant and Professional Services Agreement designated as Agreement Number 2005-0182, 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:

   See attached Exhibit A.

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 of Payment of Consultant's fees and expenses, is increased by $ 40,000.00 and said maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	$ 350,000.00
Net change by previous supplemental agreements:	$ 350,000.00
Not-to-exceed amount prior to this supplemental agreement:	$ 700,000.00
Increased by this Supplemental Agreement:	$ 40,000.00
New not-to-exceed amount including all supplemental agreements:	$ 740,000.00

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 in work schedules or in the performance of other services or work by Consultant. The time for the performance of the Agreement is unchanged by 0.00 day(s) by reason of the performance of the work required by this Supplemental Agreement.

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.

Approval Recommended by:

Project Manager

Approved As to Form By:

City Attorney

Approved By:

Consultant

Approved By:

City of Sacramento

Attested to By:

City Clerk

EXHIBIT A

ON-CALL CONSTRUCTION INSPECTION

3431VC

7/5/2007

Description	Amount
Supplemental Agreement # 2	
PSA# 2.0	40,000.00
This supplemental agreement increases the contract by $40,000.	
1 Items — **Total Supplemental Agreement # 2**	$40,000.00