

SUPPLEMENTAL AGREEMENT

Project Title and Job Number: Slope Mowing of Various Locations
Purchase Order #:83492B8829

Date: August 28, 2007
Supplemental Agreement No.:CM2004-0465-5

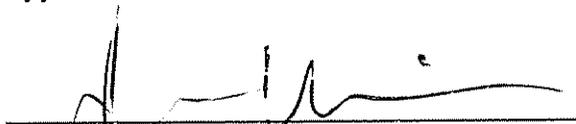
The City of Sacramento ("City") and Sun Harvest Inc; P.O. Box 275; Thornton, CA 95686 (phone 800-791-2212) ("Contractor"), as parties to that certain Nonprofessional Services Agreement designated as Agreement Number CM2004-0465 , including any and all prior supplemental agreements modifying said agreement (said agreement and supplemental agreements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

1. In consideration of additional services, 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 \$2,826, and said maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount :	<u>\$17,950.00</u>
Net change by previous supplemental agreements:	<u>80,868.00</u>
Not-to-exceed amount prior to this supplemental agreement:	<u>\$98,818.00</u>
Increase/decrease by this supplemental agreement:	<u>2,826.00</u>
New not-to exceed amount including all supplemental agreements:	<u>\$101,644.00</u>

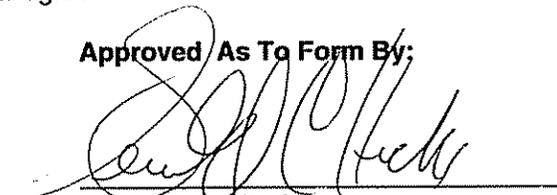
2. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 1, above, shall constitute full compensation for the additional and/or revised services, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by 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.
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.

Approval Recommended By:



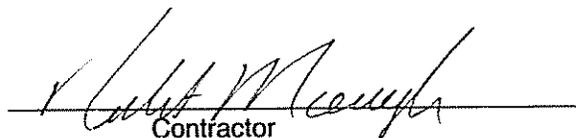
Jim Vietheer, Project Manager

Approved / As To Form By:



City Attorney

Approved By:



Contractor

Attested To By:

Approved By:

Ray Kerridge, City Manager

City Clerk