



AMENDMENT NO. 2
TO THE CONSULTING SERVICES AGREEMENT
WITH M-GROUP, INC
FOR
DESIGN AND DEVELOPMENT REVIEW
PLANNING SUPPORT SERVICES

This Amendment is entered into this 5th day of April, 2016, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and M-Group, Inc., a California corporation hereafter referred to as ("CONSULTANT").

RECITALS

WHEREAS, on March 4, 2015 the parties entered into an Agreement for professional consulting for **Design and Development Review Planning Support Services** in the amount of \$140,000.00, which will expire on June 30, 2016; and

WHEREAS, on December 1, 2015 the parties increased the initial contract amount by Fifty Thousand Dollars (\$50,000) for a total not-to-exceed contract amount of One Hundred Ninety Thousand Dollars (\$190,000) for additional design and development services.

WHEREAS, the parties now desire to increase the contract amount by One Hundred Thousand Dollars (\$100,000) for a total not-to-exceed contract amount of Two Hundred Ninety Thousand Dollars (\$290,000) for additional design and development services.

WHEREAS, Section 8.2 "Extension" requires that all amendments to the Agreement be in writing.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree to amend the Consulting Services Agreement as follows:

1. Section 2.0 entitled "Compensation" shall be deleted in its entirety and replaced by the following:

Section 2. COMPENSATION. City hereby agrees to pay Consultant a guaranteed maximum price not to exceed Two Hundred Ninety Thousand Dollars (**\$290,000**) for all services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Hourly rates for personnel performing services shall be as shown in Exhibit B. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2. All other provisions of the Consulting Services Agreement not amended by this Amendment No. 2 shall remain in full force and effect.

This Amendment is executed as of the date first written on page one.

APPROVED BY:

CITY OF MILPITAS

M-GROUP, INC.

Thomas C. Williams, City Manager



Name of Authorized Representative

PRESIDENT

Title of Authorized Representative

APPROVED AS TO FORM:

Christopher J. Diaz, City Attorney

APPROVED AS TO CONTENT:

Bill Ekern, Interim Planning Director