

**AMENDMENT NO. 2  
TO THE AGREEMENT BETWEEN  
THE CITY OF SANTA CLARA, CALIFORNIA  
AND  
MARK THOMAS & COMPANY**

**PREAMBLE**

This agreement (“Amendment No. 2”) is by and between Mark Thomas & Company, a California corporation, with its principal place of business located at 2833 Junction Avenue, Suite 110, San Jose, California 95134 (“Consultant”), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 (“City”). City and Consultant may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties” to this Amendment No.2.

**RECITALS**

- A. The Parties previously entered into an agreement entitled “Agreement for Design Professional Services by and between the City of Santa Clara, California and Mark Thomas & Company,” dated November 10, 2015 (the “Original Agreement”); and
- B. Additional services were previously authorized under the Original Agreement by Additional Services Authorization No. 1, dated July 25, 2017; and
- C. The Original Agreement was previously amended by Amendment No. 1, dated December 10, 2018, and
- D. The Original Agreement and all previous amendments and additional services authorizations are collectively referred to herein as the “Original Agreement as Amended”; and
- E. The Parties entered into the Original Agreement as Amended for the purpose of the Consultant to provide design professional services for the Saratoga Creek Trail project between Homeridge Park and Central Park, including conceptual plans, environmental documents, Plans, Specifications, and an Engineer’s Estimate (PS&E) to facilitate construction of the project; and
- F. The Parties now wish to amend the Original Agreement as Amended to provide for additional services and fees required to complete the project.

The Parties agree as follows:

## **AGREEMENT PROVISIONS**

### **1. AMENDMENT PROVISIONS**

That the following shall be added to Exhibit A, Scope of Services, under Task 1.1, Project Management after the last paragraph:

“The time frame for completion of the design of this project has exceeded the original timeframe contemplated for the project. Consultant shall perform ongoing project management and coordination with City, subconsultants and stakeholders. It is assumed that the project will begin construction in 2021.”

### **2. AMENDMENT PROVISIONS**

That the following shall be added to Exhibit A, Scope of Services, under Task 1.3, Meetings, after the last paragraph:

“Consultant shall attend additional meetings related to the extended timeframe for the project and to complete the Scope of Services associated with Amendment No. 2 . It is assumed that 5 additional meetings will be required.”

### **3. AMENDMENT PROVISIONS**

That the following shall be added to Exhibit A, Scope of Services, under Task 4.1, Santa Clara Valley Water District (SCVWD), after the last paragraph:

“Consultant shall assist City and coordinate with Santa Clara Valley Water District (SCVWD) related to the extended timeframe for the completion of the project and additional efforts required to obtain SCVWD approval. The specific level of effort required to obtain SCVWD is unknown and additional forty (40) hours of Consultant staff time are assumed to be required to obtain SCVWD approval beginning upon execution of Amendment No. 2.”

### **4. AMENDMENT PROVISIONS**

That the following shall be added to Exhibit A, Scope of Services, under Task 4, Agency Coordination and Approval:

#### **“4.3 California Department of Transportation (Caltrans)**

Consultant shall assist City with the Caltrans Local Assistance Process in order to obtain receipt of federal funds programmed for the project. Consultant shall provide the necessary input in the required documents and forms as identified in the Caltrans Local Assistance Procedures Manual (LAPM). The Local Assistance Process includes Field Review (Chapter 7), Disadvantaged Business Enterprises

contract goal (Chapter 9), PS&E certification and checklist (Chapter 12), and right of way certification (Chapter 13) in relation to the project. Consultants shall assist City with the “Request for Authorization to Proceed with Construction” form (Chapter 3) for obtaining the federal authorization document (E-76) for funding allocation.

Consultant shall be the lead in preparing documentation for City review, and City shall submit documentation to Caltrans.

Deliverables:

1. Draft and Final documentation for Field Review
2. Draft and Final documentation for Disadvantaged Business Enterprises contract goal
3. Draft and Final documentation for PS&E certification and checklist
4. Draft and Final documentation for Right of Way certification
5. Draft and Final documentation Request for Authorization to Proceed with Construction”

**5. AMENDMENT PROVISIONS**

That the following shall be added to Exhibit A, Scope of Services, after Task 5, Environmental Clearance:

**“5A.0 TASK 5A: ENVIRONMENTAL CLEARANCE (FEDERAL FUNDING)**

**5A.1 Caltrans CEQA and NEPA Clearance**

For Amendment No. 2, the project has already completed CEQA review under Task 5. This task, which will be primarily completed by David J. Powers & Associates (DJP&A) and its subconsultants, addresses the services needed to comply with NEPA as a result of the project receiving federal funding. Mark Thomas and Company as the prime consultant will provide oversight of DJP&A and completion of this task.

**5A.1.1 Preliminary Environmental Studies and Field Review**

DJP&A will attend one formal Caltrans Field Review for the project. DJP&A will complete the Caltrans’ Preliminary Environmental Study (PES) form, including the visual impact assessment, list of federally endangered species, Federal Emergency Management Agency (FEMA) floodplain map, and hazardous materials data sheet. DJP&A will also work with the City and Design Team to develop a project description for submittal to Caltrans.

Deliverables:

1. Caltrans' Preliminary Environmental Study (PES) form

**5A.1.2. NEPA Technical Studies**

Since the project will utilize federal funds, compliance with the National Environmental Policy Act (NEPA) and related federal statutes will be required. DJP&A will undertake the required studies, following the Caltrans Office of Local Assistance procedures and utilizing the formats published on the Caltrans Standard Environmental Reference (SER) website.

Although the Caltrans field review has not yet occurred and therefore the final requirements for technical studies have not yet been determined, this scope of services assumes that certain studies will be required for NEPA compliance. The studies are as follows, all of which are included in the scope of services (whether performed by DJP&A or by subconsultants):

- Natural Environment Study
- Equipment Staging Memorandum
- Memorandum Documenting Air Quality Conformity Compliance
- Area of Potential Effects Map
- Archaeological Survey Report
- XP1 Proposal, Testing, and Report
- Historic Properties Survey Report
- Water Quality Memorandum
- Initial Site Assessment
- Location Hydraulic Study
- Traffic Memorandum
- Construction Noise Memorandum
- Visual Impact Memorandum
- Section 4(f) Concurrence Letter

#### ***5A.1.2.1. Construction Noise and Vibration Study***

This task will be undertaken by Illingworth & Rodkin (I&R), a subconsultant of DJP&A that specializes in acoustical analyses that comply with Caltrans standards.

The key component of the study will be an assessment of the noise and vibration resulting from pile driving and other noise-generating construction activities. Marine pile driving causes both airborne and underwater noise, and ground-borne vibration. Airborne noise projections will be made using the extensive database for pile driving noise that has been developed by I&R. I&R would be responsible for establishing significance thresholds and assessing airborne noise impacts. Ground vibration levels from pile driving will be obtained from literature. The impacts would be assessed against appropriate criteria for construction vibration established by Caltrans and other agencies. Specific components of this task will include the following:

Assess Noise Impacts. Noise impacts resulting from the proposed project would be assessed with respect to both the State and Federal noise and vibration guidelines. The proposed project would result in temporary construction noise.

Noise levels during construction would be predicted using construction plans and equipment lists provided by Mark Thomas and Company, Inc., generic construction noise data, resource documents, and in-house data. Manufacturer's data for major pieces of noise-generating equipment will be used to calculate operational noise levels if available. Noise levels would be estimated for each major construction activity, summed together, and projected to the sensitive receptor locations. Resultant noise levels would be compared to applicable regulations contained in the community noise ordinances and policies in the Santa Clara general plan, and to existing ambient levels. Noise levels projected to exceed Santa Clara standards, or to substantially exceed existing baseline noise levels, would constitute a significant noise impact.

Assess Vibration Impacts. Construction vibration levels would be established based on data set forth in technical resource documents. Construction vibration levels would be projected at sensitive locations and compared to appropriate significance thresholds. If projected vibration levels would exceed significance thresholds, this would be considered a significant impact.

Recommend Mitigation Measures. If significant noise or vibration impacts are identified, measures to mitigate the impacts will be recommended. Such measures may include, but would not be limited to, generic noise control treatments around major noise sources identified to contribute to the noise impact, the establishment of noise performance standards for the proposed project, or other physical or administrative controls.

Draft Noise Study. I&R will prepare an assessment generally following the Caltrans format. The assessment will include an introduction, a brief summary of background information to assist the reader with technical issues, applicable regulations, a summary of the assessment's methodology, the results of the modeling for construction noise and vibration levels at identified sensitive receptors, the significance thresholds, the assessment of impacts with respect to those thresholds, and recommended mitigation measures.

Hydroacoustic Assessment. If required, hydroacoustic sound levels will be submitted to the biologist (H.T. Harvey & Associates) to assess impacts to any fish species in Saratoga Creek potentially impacted by noise. The hydroacoustic analysis will show the predicted sound levels that would be generated in the water at distances commencing at the likely closest edge of the water and shall additionally analyze the likely sound levels at incrementally increasing distances radiating in all pertinent directions from the piledriving; analysis will be based on the specific location, substrate, water depth, pile material, timing, duration of the piledriving and any other project specific design details that may be contributing factors. The analysis shall include an estimate of the rate at which anticipated noise levels fall off, and to what degree, over what distance.

#### ***5A.1.2.2. Cultural Resources Studies***

This task will be undertaken by Holman & Associates (Holman), a subconsultant of DJP&A that specializes in cultural resource assessment that comply with Caltrans standards and Section 106 of the National Historic Preservation Act.

#### **Area of Potential Effect (APE) Map**

Holman will work with the City of Santa Clara, Caltrans, and DJP&A to define archaeological and architectural APEs for the project. DJP&A will submit draft APE maps to Caltrans for approval prior to the initiation of the archaeological survey.

#### **Archaeological Survey Report (ASR)**

A records search will be conducted at the Northwest Information Center of the California Historical Resources Information System (CHRIS) of all cultural resources within a half mile and studies within one-eighth mile of the project area, along with any additional resources or investigations that might be applicable. This will include an archival research and review of their maps and literature on file as well as those in Holman's library.

Initial Native American consultation will begin with the Native American Heritage Commission (NAHC) and continuing with anyone on their contact list they provide. Those on the contact list that do not respond will be contacted after two weeks.

An archaeological survey will be conducted of all accessible locations within the APE. Inventory methods will be determined in the field, depending on the findings of the CHRIS review, ground surface visibility, and other factors that have a bearing on archaeological sensitivity.

An ASR will be prepared based on Caltrans guidelines and consultation with their Professionally Qualified Staff (PQS). These will include a summary of the records search results, Native American consultation, and field survey as well as applicable maps. This report will be submitted to Caltrans's PQS for review. This scope assumes there will be only one round of Caltrans review.

### **Extended Phase 1 Proposal, Testing, and Report**

If warranted, an Extended Phase I Proposal (XP1P) will be prepared based on Caltrans guidelines and consultation with their Professionally Qualified Staff (PQS). This will include a context, scope of work, decision thresholds, and a timetable to complete the work. This report will be submitted to Caltrans's PQS for review. This scope assumes there will be only one round of Caltrans review.

Holman will mark selected locations with temporary white paint for USA Services. USA will be notified of upcoming subsurface explorations at least a week before expected fieldwork can begin. City will assist Holman in locating any underground municipal utility lines such as sewer, irrigation, reclaimed wastewater, and stormdrains which might not be marked during the normal USA marking and notification process by providing record drawings, as-available.

Holman may use hand augering, mechanical sampling by a drilling crew from Environmental Control Associates (ECA), or a combination of the two. The appropriate method will be determined by the results of the CHRIS records search, field conditions, access, and the types of potential resources. Coring depth will vary depending on the specific impact proposed for that particular location. Upon completion of soil documentation, the coring hole will be backfilled and then capped according to the City of Santa Clara's standards.

An XP1 report will be prepared based on Caltrans guidelines and consultation with their Professionally Qualified Staff (PQS). This will include a soil log of each of the core samples and photodocumentation. This report will be submitted to Caltrans's PQS for review. This scope assumes there will be only one round of Caltrans review.

## **Historic Properties Survey Report (HPSR)**

The HPSR is a summary report that includes the final draft of the APE map, discusses documentation efforts, the findings of the ASR (and, if necessary, an Extended Phase I ASR), and summarizes the National Register eligibility conclusions for cultural resources. The document also provides evidence of coordination with Native American groups, local government, and other interested persons and organizations, and requests the concurrence of the State Office of Historic Preservation if needed. The final draft of the ASR will be attached as an appendix. The HPSR and appendices will be submitted to Caltrans PQS for review and revisions will be made as necessary.

## **Assumptions for Cultural Resources Studies**

If right-of-way takes are necessary for the project, Caltrans may require the preparation of Historic Resources Evaluation Reports for structures older than 50 years on affected parcels. Such work, if necessary, is not considered in the Basic Scope of Services and will require scope of services and budget revisions.

### ***5A.1.2.3. Biological Resources Studies***

This task will be undertaken by H.T. Harvey & Associates (HTH), a subconsultant of DJP&A that specializes in biological resource assessments that comply with Caltrans standards and the Endangered Species Act.

HTH has previously prepared the following reports in support of this project; a Biotic Resources Report, assistance with identifying mitigation opportunities, a Tree Survey Report, and a U.S. Army Corps of Engineers Wetland Delineation Report to support regulatory permit preparation. At this time, due to the potential availability of federal funds through the Caltrans Local Assistance Program, the project will require a Natural Environment Study (NES) be prepared per current Caltrans guidelines to support the environmental review process. HTH proposes to use the existing information gathered from previous reports to create the NES.

HTH ecologists will review the revised project preliminary design layouts as well as previous reports for the project vicinity and from the first phase of project review. Additional sources of information that will be reviewed include: U.S. Geological Survey quadrangle maps, U.S. Fish and Wildlife Service (USFWS) National Wetland Inventory Maps, the California Natural Diversity Database (CNDDDB), other technical literature related to the biotic resources of the project vicinity, regional planning documents (general plan policies, EIR's from the region, etc.), and species data compiled by the California Native Plant Society (CNPS), the National Audubon Society, or other public interest groups, and resource agency data (USFWS, California Department of Fish and Wildlife [CDFW], etc.).

This scope assumes that no additional field work will be required. Rather data and information gathered in the previous reports compiled by HTH will serve as the content for preparation of the NES. Following review of the current design, the HTH will re-assess the impact analysis previously conducted in the biological resources report in case any minor changes have occurred to the design. HTH will then make the necessary adjustments to the maps and figures.

HTH will prepare the NES per Caltrans guidelines. The principal sections of the report will be as follows:

- Introduction
- Study Methods
- Environmental Setting
- Impacts and Mitigation
- Permits and Technical Studies
- References
- Appendices

The NES will be submitted to the City and Caltrans for review and comment. The scope assumes up to two revisions to the draft NES.

This task also includes time to coordinate with DJP&A and the team to provide fully integrated solutions to the project's biotic resource permitting, impact analysis, and mitigation. Time is also included for other coordination tasks such as conference calls and graphics and sharing shapefiles.

#### ***5A.1.2.4. Visual Impact Assessment Memorandum***

DJP&A will prepare a brief memorandum that describes the anticipated visual effects of the trail. Given that the trail will not include large structures, it is assumed that no photosimulations will be required by Caltrans.

#### ***5A.1.2.5. Equipment Staging Memorandum***

DJP&A will prepare a memorandum describing the location(s) where equipment and materials will be staged during the construction phase of the project. The location(s) for staging will be provided to DJP&A by the design team or the City.

#### ***5A.1.2.6. Air Quality Conformity Memorandum***

Caltrans requires that the City provide evidence that the Metropolitan Transportation Commission's (MTC) Air Quality Conformity Task Force has determined that the project is not a "Project of Air Quality Concern." DJP&A will undertake the coordination necessary for this process and will draft the memorandum.

#### ***5A.1.2.7. Water Quality Memorandum***

DJP&A will prepare a short memorandum that describes both the short- and long-term water quality impacts of the proposed trail. BMPs to be utilized during the construction phase will be described. In addition, post-construction measures to minimize pollution from runoff will be described if warranted.

#### ***5A.1.2.8. Section 4(f) Concurrence Letter***

DJP&A will assist the City in complying with the Section 4(f) process, a federal requirement that applies to transportation projects that use land from a public park. This scope assumes that the project will require either a small sliver of right-of-way or an easement from Homeridge Park and/or Central Park, either of which would trigger the 4(f) process. The project also proposes mitigation sites at public parks. It is assumed that the impact on the Park(s) would be de minimis under Section 4(f) and therefore Caltrans will require only a "letter of concurrence" from the Santa Clara Parks and Recreation (P&R) Department to this effect. DJP&A will undertake the coordination needed for this process and, if requested, will assist the City by drafting a letter on behalf of P&R.

#### ***5A.1.2.9. Location Hydraulic Study***

Schaaf & Wheeler will prepare a Location Hydraulic Study (LHS). The LHS will include an analysis of the project's impact, if any, on floodplains. The LHS will be formatted to comply with the Caltrans template.

#### ***5A.1.2.10. Initial Site Assessment***

Cornerstone Engineering will prepare a Caltrans-compliant Initial Site Assessment (ISA). The ISA will document the potential for hazardous materials contamination to be present within the project location. The work will include a search of the relevant databases and a site reconnaissance. Recommendations for follow-up surveys or testing, if any, will be included in the report.

#### **5A.1.2.11. Traffic Memorandum**

DJP&A will prepare a memorandum that describes the traffic impacts that will occur during construction. Emphasis will be on lane closures or detours, if any. The memorandum will also describe impacts to bicycle and pedestrian traffic that may occur during construction.

#### **Deliverables:**

1. NEPA studies, memorandums, and letters

#### **5A.1.3. Environmental Assessment/Finding of No Significant Impact (EA/FONSI)**

DJP&A will prepare an EA/FONSI in compliance with the National Environmental Policy Act (NEPA). The EA/FONSI will utilize the format and template required by Caltrans, as published on the Caltrans Standard Environmental Reference (SER) website.

The Administrative Draft EA will be submitted to the City and Caltrans for review and comment. DJP&A will respond to written comments on the Administrative Draft EA, reconcile comments with reviewers, and submit the Final Draft EA for final review. Caltrans will review the document for NEPA compliance under the NEPA delegation agreement and no separate FHWA NEPA review will be required.

Following Caltrans approval of the Draft EA, DJP&A will prepare up to 50 CDs and 25 hard copies of the Draft EA.

Upon completion of the public review period, DJP&A will collect all comment letters received by Caltrans and prepare responses to each substantive comment in coordination with the City and Caltrans.

DJP&A will make revisions to the text of the EA, either in errata format or by reprinting the revised EA as determined by Caltrans. Additions and other modifications to the text will be shown in underline (for additions) and strike-out (for deletions) and marked with a vertical line on the outside margin for review purposes.

DJP&A will prepare an Administrative Draft Final EA and submit to the City and Caltrans for review and comment. DJP&A will respond to written comments on the Administrative Draft Final EA, reconcile comments with reviewers, and submit Draft Final EA for final agency review. DJP&A will respond to any additional comments and prepare the Final EA for review and approval.

Following Caltrans approval of the Final EA, DJP&A will prepare up to 50 CDs and 25 hard copies of the Final EA.

Assumptions

- Caltrans will be the NEPA Lead Agency.
- Preparation of a Biological Assessment (BA) will not be required.
- No archaeological resources of importance will be found within or immediately adjacent to the project footprint.
- The EA will be categorized as “routine” by Caltrans.
- The review process for both the Draft EA and the Final EA will entail the preparation of a first administrative draft, a second administrative draft, and a screen-check version.

Deliverables:

1. Administrative Draft EA
2. Draft EA
3. Administrative Draft Final EA
4. Draft Final EA
5. Final EA”

**6. AMENDMENT PROVISIONS**

That the following shall be added to Exhibit A, Scope of Services, under Task 7, Construction Documents:

**“7.6. Structural Calculations**

For the purposes of the Original Agreement, the retaining wall types were identified as unknown and the extent of structural calculations necessary was not defined. Through further design, the project requires eight (8) retaining walls of the following types: soldier pile, cantilever (CT Type I), and sub-horizontal ground anchor. Consultant shall prepare structural calculations and independent check required for the retaining wall design.”

**7. AMENDMENT PROVISIONS**

That the first paragraph under I. General Payment, of Exhibit B, Schedule of Fees, is hereby amended to read as follows:

“The total payment to the Consultant for Basic Services, as stated in **Exhibit A**, shall not exceed \$1,064,850.00, plus any authorized Reimbursable Expenses, which shall not

exceed \$1,000.00. The amount billed to City for pre-approved Additional Services shall not exceed the sum of \$106,485.00. In no event shall the amount billed to the City by the Consultant for services under this Agreement exceed \$1,172,335.00, subject to budget appropriations.”

**8. AMENDMENT PROVISIONS**

That the third and fourth paragraphs under II. Basic Services, of Exhibit B, Schedule of Fees, are hereby amended to read as follows:

“The amount for each Task and the total amount of all the Tasks are as listed below:

<b>Description</b>	<b>Cost</b>
Task 1: Project Management and Coordination	<b>\$ 88,036</b>
Task 2: Data Collection and Review (35%)	<b>\$ 124,337</b>
Task 3: Foundation and Geotechnical Investigation	<b>\$ 62,411</b>
Task 4: Agency Coordination and Approval	<b>\$ 91,711</b>
Task 5: Environmental Clearance	<b>\$ 315,536</b>
Task 6: Public Meetings	<b>\$ 14,865</b>
Task 7: Construction Documents	<b>\$ 326,519</b>
Task 8: Bidding and Award	<b>\$ 10,300</b>
Task 9: Construction Administration	<b>\$ 23,215</b>
Task 10: Record Drawings and Project Close-out	<b>\$ 7,920</b>
<b>TOTAL BASIC SERVICES (not-to-exceed)</b>	<b>\$ 1,064,850</b>

In no event shall the amount billed to City by Consultant for Basic Services under this Agreement exceed one million sixty four thousand eight hundred fifty (\$1,064,850) dollars, subject to budget appropriations.”

**9. AMENDMENT PROVISIONS**

That the first paragraph under III. Reimbursable Expenses, of Exhibit B, Schedule of Fees, are hereby amended to read as follows:

“Reimbursable Expenses shall not exceed \$1,000.00, and require prior written approval by the City. The amount allocated for Reimbursable Expenses shall be the Consultant’s full compensation for all Reimbursable Expenses required for the Project and by this Agreement, as directed by the City, and no additional compensation shall be allowed.”

**10. AMENDMENT PROVISIONS**

That the first paragraph under IV. Additional Services, of Exhibit B, Schedule of Fees, are hereby amended to read as follows:

“Additional Services consists of work not included in the Scope of Services outlined within this Agreement. Pre-approved Additional Services shall be billed to City at the fixed hourly rates shown below in Section V, RATE SCHEDULE, or at an agreed negotiated lump sum price. Monthly billing for Additional Services shall be consistent with the term set forth in this Agreement. Payment for any Additional Services is allowed only if written authorization is given by the City Engineer in advance of the work to be performed. Additional Services shall not exceed \$106,485.00 without approval by the City.”

**11. AMENDMENT PROVISIONS**

That the following is added under V. Rate Schedule, of Exhibit B, Schedule of Fees, after the second paragraph:

“Rates by classification are listed below. No adjustment to the rates will be allowed during the term of this Agreement unless otherwise agreed in writing by City. Any classifications added, or Consultant staff members changing classifications, shall be approved in writing by City.”

**12. TERMS**

All other terms of the Original Agreement which are not in conflict with the provisions of this Amendment No. 2 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement and this Amendment No. 2, the provisions of this Amendment No. 2 shall control.

//  
//  
//  
//  
//  
//  
//  
//  
//  
//  
//  
//  
//  
//  
//

**13. COUNTERPART/FACSIMILE SIGNATURE**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Amendment No. 1 shall become operative on the Effective Date.

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

APPROVED AS TO FORM:

Dated: \_\_\_\_\_

\_\_\_\_\_  
BRIAN DOYLE  
City Attorney

\_\_\_\_\_  
DEANNA J. SANTANA  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

“CITY”

**MARK THOMAS & COMPANY**  
A California Corporation

Dated: 04.22.19 \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Person executing the Agreement on behalf of  
Consultant)

Name: Shawn P. O’Keefe

Title: Principal, Vice President

Principal Place of Business Address: 2833 Junction Avenue, Suite 110  
San Jose, CA 95134

Email Address: sokeefe@markthomas.com

Telephone: (408) 453-5373

Fax: (408) 453-5373

“CONSULTANT”