

MAY 07 2026

**AMENDMENT NO. 1 TO INDEPENDENT CONSULTANT AGREEMENT
FOR PROFESSIONAL SERVICES (GEOTECHNICAL AND OTHER SERVICES)**

BY AND BETWEEN

**MENLO PARK CITY SCHOOL DISTRICT AND NINYO & MOORE GEOTECHNICAL AND
ENVIRONMENTAL SCIENCES CONSULTANTS**

This Amendment No. 1 ("Amendment") to the Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of May 7, 2026 ("Effective Date"), by and between the Menlo Park City School District ("District") and Ninyo & Moore Geotechnical and Environmental Sciences Consultants ("Consultant") (collectively, the "Parties"), as follows:

RECITALS

WHEREAS, the Parties entered into the Agreement, dated as of December 18, 2025, pertaining to certain geotechnical and other services to be provided by Consultant to the District;

WHEREAS, Section 28 of the Agreement provides that it may be amended only via a written instrument executed by both Parties; and

WHEREAS, the Parties now desire to amend the Agreement to provide for an additional scope of services to include responses to requests for information, the clarification of geotechnical information, the review of structural foundation plans, and to otherwise revise the Agreement as otherwise necessary to facilitate the Services and this additional scope of services.

NOW, THEREFORE, the Parties do hereby mutually agree as follows:

TERMS

Section I. Amendments of Agreement.

1. Section 2 of the Agreement is hereby amended by deleting the existing language in its entirety and replacing it with the following: "The term of this Agreement shall be December 19, 2025, through June 30, 2026 ("Term"), unless this Agreement is earlier terminated and/or otherwise cancelled prior to that time. Consultant shall commence providing Services under this Agreement and will diligently perform Services as required and complete performance thereof. The Term may be extended via an amendment, consistent with Section 28, but in no case shall exceed a total of one (1) calendar year in duration."
2. Section 4 of the Agreement is hereby amended by deleting the existing language in its entirety and replacing it with the following:

"District agrees to pay Consultant compensation for Services satisfactorily rendered, it being agreed that the total fee under this Agreement is not to exceed **Sixty-Eight Thousand, Four Hundred Dollars, and No/100 Cents**

(\$68,400.00). For the Services, District shall pay Consultant according to the following terms and conditions:”

3. Section 4.2 of the Agreement is hereby amended by deleting the existing language in its entirety and replacing it with the following:

The Services shall be performed at the hourly billing rates and/or unit prices included in Exhibit A. The itemized invoice shall reflect the hours spent by Consultant in performing its Services pursuant to this Agreement.

The District agrees to a 4-hour minimum billing increment per day. Portal-to-portal travel may be billed for the actual time spent traveling, not to exceed two hours per day, and if billed, shall be included in the 4-hour minimum billing. “Portal-to-portal travel” is defined as the time spent traveling from one workplace to another during the same workday as hours worked. Traveling from home to the workplace before the start of the workday or traveling from the workplace to home after the workday is over is not billable. In addition, wait time is not billable if Consultant is not scheduled, required to remain on-call, or restricted to the District’s premises.

If the Services performed in a day exceed four hours, the District will be billed for eight hours subject to the aforementioned restrictions on travel and wait time. If the Services performed in a day exceed eight hours, the actual time spent performing the Services only. Itemized invoice shall reflect the hours spent by Consultant in performing its Services pursuant to this Agreement and a description of the Services performed.

Work performed in excess of eight hours in one day Monday through Friday and all day on Saturday, subject to the aforementioned restrictions on travel and wait time, may be charged at 1.5 times the regular rate. Work in excess of 12 hours in one day, all day Sunday and on the holidays recognized by Government Code section 6700, subject to the aforementioned restrictions on travel and wait time, may be charged at twice the regular rates.

4. **Exhibit “A”** to the Agreement is hereby amended by adding and incorporating **Attachment A** hereto, which shall govern the additional scope of services described therein.

Section II. All Other Provisions Reaffirmed.

All other provisions of the Agreement shall remain in full force and effect and are hereby reaffirmed. If there is any conflict between this Amendment and any provision of the Agreement, the provisions of this Amendment shall control. All capitalized terms used in this Amendment, but not defined herein (including the recitals), shall have the respective meanings given to them in the Agreement.

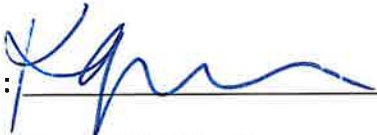
[Signatures on following page]

IN WITNESS WHEREOF, the Parties have caused this Amendment to the Agreement to be executed by their respective officers who are duly authorized, as of the Effective Date.

ACCEPTED AND AGREED on the date indicated below:

Dated: May 8, 2026

Menlo Park City School District

By: 

Name: Kristen Gracia

Title: Superintendent

Dated: May 15, 2026

**Ninyo & Moore Geotechnical and
Environmental Sciences Consultants**

By: 

Name: Ransom Hennefer

Title: Principal Engineer

ATTACHMENT A

Additional Scope of Services

PROPOSED SCOPE OF SERVICES

Based on our understanding of the project, we propose the following scope of services:

- Respond to written Requests for Information (RFIs) from the District, Architect, Structural Engineer, or Contractor regarding the issued geotechnical report.
- Provide clarification of geotechnical recommendations, seismic design parameters, site class determination, and foundation criteria included in the report.
- Review structural foundation plans (footings, slabs-on-grade, drilled piers, grade beams, retaining walls, and mat foundations) for conformance with geotechnical recommendations and CBC requirements.
- Review grading, paving, and site improvement plans for compliance with earthwork recommendations.
- Review shoring, temporary excavation support, and dewatering plans, if applicable.
- Review and respond to DSA plan check comments related to geotechnical aspects of the project.
- Provide written responses for incorporation into the Architect/Engineer's DSA back-check submittals.
- Assist the design team in preparation of DSA-required documentation, including clarification of seismic design parameters per CBC and ASCE 7.
- Provide written Geotechnical Plan Review Letter for DSA submittal confirming that foundation and grading plans are in conformance with the geotechnical report.
- Participate in coordination meetings (virtual or in-person) with the District, design team, or DSA reviewers as requested.
- Provide supplemental recommendations if field conditions differ from those described in the geotechnical report.
- Prepare addenda or technical memoranda, if required due to design revisions or DSA review comments.

ASSUMPTIONS

The following assumptions have been made in preparing our scope of services:

- Our services are subject to California prevailing wage law.
- Project labor agreement is not required for this project.

SCHEDULE

Ninyo & Moore is prepared to begin our services immediately upon receipt of written authorization and notice to proceed. Schedule for completion of deliverables related to geotechnical engineering consultation will be coordinated with Cumming Group and Menlo Park City School District.

Schedule of Fees

Hourly Charges for Personnel

Professional Staff

Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist	\$ 250
Senior Engineer/Geologist/Environmental Scientist	\$ 235
Senior Project Engineer/Geologist/Environmental Scientist	\$ 220
Project Engineer/Geologist/Environmental Scientist	\$ 210
Senior Staff Engineer/Geologist/Environmental Scientist	\$ 200
Staff Engineer/Geologist/Environmental Scientist	\$ 180
GIS Analyst	\$ 160
Technical Illustrator/CAD Operator	\$ 140

Field Staff

Certified Asbestos/Lead Technician	\$ 220
Field Operations Manager	\$ 150
Nondestructive Examination Technician (UT, MT, LP)	\$ 145
Supervisory Technician	\$ 140
Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing)	\$ 135
Senior Technician	\$ 135
Technician	\$ 130

Administrative Staff

Information Specialist	\$ 120
Geotechnical/Environmental/Laboratory Assistant	\$ 120
Data Processor	\$ 95

Other Charges

Concrete Coring Equipment (includes technician)	\$ 190/hr
Anchor Load Test Equipment (includes technician)	\$ 190/hr
GPR Equipment	\$ 180/hr
Inclinometer	\$ 100/hr
Hand Auger Equipment	\$ 80/hr
Rebar Locator (Pachometer)	\$ 25/hr
Vapor Emission Kit	\$ 65/kit
Nuclear Density Gauge	\$ 15/hr
X-Ray Fluorescence	\$ 70/hr
PID/FID	\$ 25/hr
Air Sampling Pump	\$ 10/hr
Field Vehicle	\$ 15/hr
Equipment	\$ 15/hr
Expert Witness Testimony	\$ 450/hr
Direct Expenses	Cost plus 15 %
Special equipment charges will be provided upon request.	

Schedule of Fees for Laboratory Testing

SOILS

Atterberg Limits, D 4318, CT 204	\$ 170
California Bearing Ratio (CBR), D 1883	\$ 550
Chloride and Sulfate Content, CT 417 & CT 422	\$ 175
Consolidation, D 2435, CT 219	\$ 300
Consolidation, Hydro-Collapse only, D 2435	\$ 150
Consolidation - Time Rate, D 2435, CT 219	\$ 200
Direct Shear - Remolded, D 3080	\$ 350
Direct Shear - Undisturbed, D 3080	\$ 300
Durability Index, CT 229	\$ 175
Expansion Index, D 4829, IBC 18-3	\$ 190
Expansion Potential (Method A), D 4546	\$ 170
Geofabric Tensile and Elongation Test, D 4632	\$ 200
Hydraulic Conductivity, D 5084	\$ 350
Hydrometer Analysis, D 6913, CT 203	\$ 220
Moisture, Ash, & Organic Matter of Peat/Organic Soils	\$ 120
Moisture Only, D 2216, CT 226	\$ 35
Moisture and Density, D 2937	\$ 45
Permeability, CH, D 2434, CT 220	\$ 300
pH and Resistivity, CT 643	\$ 175
Proctor Density D1557, D 698, CT 216, AASHTO T-180	\$ 220
Proctor Density with Rock Correction D 1557	\$ 340
R-value, D 2844, CT 301	\$ 375
Sand Equivalent, D 2419, CT 217	\$ 125
Sieve Analysis, D 6913, CT 202	\$ 145
Sieve Analysis, 200 Wash, D 1140, CT 202	\$ 100
Specific Gravity, D 854	\$ 125
Thermal Resistivity (ASTM 5334, IEEE 442)	\$ 925
Triaxial Shear, C.D, D 4767, T 297	\$ 550
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt	\$ 450
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt	\$ 350
Triaxial Shear, U.U., D 2850	\$ 250
Unconfined Compression, D 2166, T 208	\$ 180

MASONRY

Brick Absorption, 24-hour submersion, 5-hr boiling, 7-day, C 67	\$ 70
Brick Compression Test, C 67	\$ 55
Brick Efflorescence, C 67	\$ 55
Brick Modulus of Rupture, C 67	\$ 50
Brick Moisture as received, C 67	\$ 45
Brick Saturation Coefficient, C 67	\$ 60
Concrete Block Compression Test, 8x8x16, C 140	\$ 70
Concrete Block Conformance Package, C 90	\$ 500
Concrete Block Linear Shrinkage, C 426	\$ 200
Concrete Block Unit Weight and Absorption, C 140	\$ 70
Cores, Compression or Shear Bond, CA Code	\$ 70
Masonry Grout, 3x3x6 prism compression, C 39	\$ 45
Masonry Mortar, 2x2 cube compression, C 109	\$ 35
Masonry Prism, half size, compression, C 1019	\$ 120
Masonry Prism, Full size, compression, C 1019	\$ 200

REINFORCING AND STRUCTURAL STEEL

Chemical Analysis, A 36, A 615	\$ 135
Fireproofing Density Test, UBC 7-6	\$ 90
Hardness Test, Rockwell, A 370	\$ 80
High Strength Bolt, Nut & Washer Conformance, per assembly, A 325	\$ 150
Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 175
Pre-Stress Strand (7 wire), A 416	\$ 170
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	\$ 75
Structural Steel Tensile Test Up to 200,000 lbs., A 370	\$ 90
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	\$ 80

CONCRETE

Compression Tests, 6x12 Cylinder, C 39	\$ 35
Concrete Mix Design Review, Job Spec	\$ 300
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	\$ 850
Concrete Cores, Compression (excludes sampling), C 42	\$ 120
Drying Shrinkage, C 157	\$ 400
Flexural Test, C 78	\$ 85
Flexural Test, C 293	\$ 85
Flexural Test, CT 523	\$ 95
Gunita/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$ 275
Lightweight Concrete Fill, Compression, C 495	\$ 80
Petrographic Analysis, C 856	\$ 2,000
Restrained Expansion of Shrinkage Compensation	\$ 450
Splitting Tensile Strength, C 496	\$ 100
3x6 Grout, (CLSM), C 39	\$ 55
2x2x2 Non-Shrink Grout, C 109	\$ 55

ASPHALT

Air Voids, T 269	\$ 85
Asphalt Mix Design, Caltrans (incl. Aggregate Quality)	\$ 4,500
Asphalt Mix Design Review, Job Spec	\$ 180
Dust Proportioning, CT LP-4	\$ 85
Extraction, % Asphalt, including Gradation, D 2172, CT 382	\$ 250
Extraction, % Asphalt without Gradation, D 2172, CT 382	\$ 150
Film Stripping, CT 302	\$ 120
Hveem Stability and Unit Weight D 1560, T 246, CT 386	\$ 225
Marshall Stability, Flow and Unit Weight, T 245	\$ 240
Maximum Theoretical Unit Weight, D 2041, CT 309	\$ 150
Moisture Content, CT 370	\$ 95
Moisture Susceptibility and Tensile Stress Ratio, T 238, CT 371	\$ 1,000
Slurry Wet Track Abrasion, D 3910	\$ 150
Superpave, Asphalt Mix Verification (incl. Aggregate Quality)	\$ 4,900
Superpave, Gyration Unit Wt., T 312	\$ 100
Superpave, Hamburg Wheel, 20,000 passes, T 324	\$ 1,000
Unit Weight sample or core, D 2726, CT 308	\$ 100
Voids in Mineral Aggregate, (VMA) CT LP-2	\$ 90
Voids filled with Asphalt, (VFA) CT LP-3	\$ 90
Wax Density, D 1188	\$ 140

AGGREGATES

Clay Lumps and Friable Particles, C 142	\$ 180
Cleanliness Value, CT 227	\$ 180
Crushed Particles, CT 205	\$ 175
Durability, Coarse or Fine, CT 229	\$ 205
Fine Aggregate Angularity, ASTM C 1252, T 304, CT 234	\$ 180
Flat and Elongated Particle, D 4791	\$ 220
Lightweight Particles, C 123	\$ 180
Los Angeles Abrasion, C 131 or C 535	\$ 200
Material Finer than No. 200 Sieve by Washing, C 117	\$ 90
Organic Impurities, C 40	\$ 90
Potential Alkali Reactivity, Mortar Bar Method, Coarse, C 1260	\$ 1,250
Potential Alkali Reactivity, Mortar Bar Method, Fine, C 1260	\$ 950
Potential Reactivity of Aggregate (Chemical Method), C 289	\$ 475
Sand Equivalent, T 176, CT 217	\$ 125
Sieve Analysis, Coarse Aggregate, T 27, C 136	\$ 120
Sieve Analysis, Fine Aggregate (including wash), T 27, C 136	\$ 145
Sodium Sulfate Soundness, C 88	\$ 450
Specific Gravity and Absorption, Coarse, C 127, CT 206	\$ 115
Specific Gravity and Absorption, Fine, C 128, CT 207	\$ 175

ROOFING

Roofing Tile Absorption, (set of 5), C 67	\$ 250
Roofing Tile Strength Test, (set of 5), C 67	\$ 250

Special preparation of standard test specimens will be charged at the technician's hourly rate.
Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.

Addendum Scope of Services – Infiltration Testing

Our addendum scope of services will include:

- Perform a site reconnaissance to observe the general site conditions and to mark the proposed locations for infiltration test borings. The infiltration test locations have been provided by Cumming Group.
- Review existing utility plans provided. Coordinate with Underground Service Alert to mark the underground utilities in the vicinity of the proposed locations for subsurface exploration.
- Perform a private utility survey by ground penetrating radar and electro-magnetic scanning to check the exploration locations for potential conflicts with underground utilities.
 - Procure a boring permit from San Mateo County Environmental Health Services.
- Perform three (3) borehole infiltration tests (P-1, P-2, and P-3) to depths of up to 7 feet below existing grade using a truck-mounted drill rig equipped with hollow stem/solid-stem augers. A representative of Ninyo & Moore will log the subsurface conditions exposed in the borings and upon completion of the infiltration tests, the borings will be backfilled with grout in compliance with the San Mateo County boring permit. Drilled holes in pavement will be patched using cold patch asphalt.
- Prepare a letter presenting the infiltration test results for the subject project.

ASSUMPTIONS

The following assumptions have been made in preparing our scope of services:

- Our subsurface exploration may be performed during typical weekday construction hours.
- Our firm will contact Underground Service Alert (USA) prior to performing subsurface exploration. In addition, a private utility survey will be conducted to further identify potential underground utilities at or near the proposed exploration locations. We will modify the proposed exploration locations, as needed, to provide lateral clearance from underground utilities identified by USA and the private utility locator. Field personnel will make reasonable efforts to avoid known or marked utilities during drilling operations. However, if conditions encountered during the subsurface exploration are suspected to represent utility backfill or indicate the possible presence of unmarked utilities, drilling will be suspended and the client will be notified immediately. Such occurrences may result in delays to the field program and could require additional fees for remobilization or revised scope of work.
- Some ground disturbance should be expected as a result of our fieldwork. Bore holes in pavement will be patched with cold patch asphalt.
- Hazardous materials will not be encountered during the subsurface evaluation.

SCHEDULE

Ninyo & Moore is prepared to begin our services immediately upon receipt of written authorization. We anticipate that our geotechnical letter will be issued approximately 1 week after completion of our field infiltration testing.