



CONTRACT AMENDMENT NUMBER 1 TO THE PROFESSIONAL SERVICES AGREEMENT Geotechnical Report Peer Review

This Contract Amendment Number 1 dated this 1st day of January, 2024, is entered into by and between the City of Kirkland, a municipal corporation, herein called the "City," and Haley & Aldrich, Inc. (formerly Hart Crowser, Inc.) hereinafter the "Consultant":

WHEREAS, the City entered into a Professional Services Agreement ("Agreement") with the Consultant on January 13, 2022 for professional Geotechnical Report Peer Review services on the Geotechnical Report Peer Review Project; and

WHEREAS, the City now desires to retain the services of the Consultant and extend the time for performance; and

WHEREAS, the Consultant is qualified, willing, and able to provide and perform the services, if any, as described in this Contract Amendment Number 1; and

WHEREAS, the Third-Party Geotechnical Peer Review services to be performed by the Consultant are temporary in duration.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and of the Professional Services Agreement, and the Request for Additional Funds to be kept, performed, and fulfilled by the respective parties hereto, it is mutually agreed as follows:

I. SERVICES BY CONSULTANT

All services and all duties incidental or necessary thereto, shall be conducted and performed diligently and completely in accordance with professional standards of conduct and performance. The timeframe to perform all services is extended to January 13, 2026.

II. COMPENSATION

- A. The total compensation to be paid to the Consultant for these services shall not exceed \$100,000 for completion of all services described in Attachment A.
- B. The above fees include all labor, materials, and expenses for the completion of the work.

III. EXTENT OF AGREEMENT/MODIFICATION

The Professional Services Agreement, together with Contract Amendment Number 1, represent the entire and completely integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements either written or oral. Except as modified herein, all provisions within the Agreement shall remain in full force and effect for the services provided under this Amendment. Additional

amendments, modifications, or additions to the Agreement may only be made by written instrument properly signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Amendment Number 1 on the dates written below:

CONSULTANT:

Signature: *Douglas D. Lindquist*
Douglas D. Lindquist (Jan 31, 2024 10:04 PST)

CITY OF KIRKLAND:

Signature: *Julie Underwood*
Julie Underwood (Mar 14, 2024 12:32 PDT)

Printed Name: Douglas D. Lindquist

Printed Name: Julie Underwood

Title: Principal

Title: Deputy City Manager of Operations

Date: Jan 31, 2024

Date: Mar 14, 2024

FEES FOR SERVICES

Fees for services will be based on the time worked on the project by staff personnel plus reimbursable expenses. The fee will be computed as follows.

1. Labor related fees will be computed based on personnel billing rates in effect at the time the services are performed. Personnel billing rates are subject to revision on, or about, 1 January and 1 July of each year. The hourly rates are fully inclusive of fringe benefits, burden, and fee. Current rates are provided in the table below.

<i>Classification</i>	<i>Hourly Rate</i>
<i>Project Support</i>	<i>\$118</i>
<i>Technician</i>	<i>\$118</i>
<i>Project Technician</i>	<i>\$130</i>
<i>Senior Technician</i>	<i>\$142</i>
<i>Project Controls</i>	<i>\$143</i>
<i>Staff Professional 1</i>	<i>\$155</i>
<i>Staff Professional 2</i>	<i>\$172</i>
<i>Project Professional</i>	<i>\$191</i>
<i>Technical Specialist</i>	<i>\$200</i>
<i>Project Manager / Senior Technical Specialist</i>	<i>\$219</i>
<i>Senior Project Manager / Technical Expert</i>	<i>\$262</i>
<i>Program Manager / Senior Technical Expert</i>	<i>\$335</i>
<i>Principal</i>	<i>\$418</i>
<i>Senior Principal</i>	<i>\$425</i>

2. Pre-trial conferences, depositions, and expert testimony will be billed at one and one-half (1.5) times the rates quoted above.
3. Second and Third Shift, Weekend, and Holiday hours will be billed at \$40/hour premium. Second and Third Shifts are those starting between 4 PM and 4 AM.
4. Field visits will be billed at 4-hour minimum; night shifts will be billed at 8-hour minimum. Cancellation of scheduled night shift within 24 hours will be charged the full 8 hours.
5. Direct non-salary expenses will be billed at our cost plus fifteen (15) percent, except for employee vehicle use which will be billed at IRS allowed mileage rates.
6. General project-related expenses such as mobile phone expenses (including mobile app fees); in-house reproduction; printing costs for reports, drawings, and other project records; mail and overnight document delivery; and long-term electronic and paper document storage will be billed as a general communication fee at a rate of four (4) percent of the labor charges.
7. Subcontractors will be billed at our cost plus fifteen (15) percent.
8. Equipment and laboratory testing will be billed at rates listed in the attached Equipment and Laboratory Rate Schedules, as applicable.

EQUIPMENT RATE SCHEDULE

AIR MONITORING EQUIPMENT	Daily	Weekly	Monthly
<i>Drager/Rae Sampling Kit (tubes not included)</i>	\$10	\$40	\$120
<i>Dust Monitor</i>	\$100	\$400	\$1,200
<i>Four-Gas Meter</i>	\$43	\$172	\$516
<i>Photoionization Detector - 10.6 or 11.7 eV</i>	\$70	\$280	\$840
FIELD TESTING	Daily	Weekly	Monthly
<i>Double Ring Infiltrometer</i>	\$250	---	---
<i>Field Supplies</i>	\$28	\$112	\$448
<i>Guelph Permeameter</i>	\$150	---	---
<i>Inclinometer Readings</i>	\$250	---	---
<i>Sand Cone Field Density Kit</i>	\$75	\$225	\$725
<i>pH Meter</i>	\$15	\$60	\$180
<i>Pile Load Testing (per test)</i>	\$1,500	---	---
<i>Plate Load Tester (per day)</i>	\$50	---	---
<i>Pit Box Test (per day)</i>	\$400	---	---
<i>Slug Test Kit (per day)</i>	\$350	---	---
<i>Wood Pile Load Testing (per test)</i>	\$250	---	---
SAMPLING EQUIPMENT	Daily	Weekly	Monthly
<i>Groundwater Sampling Bundle with Bladder Pump</i>	\$315	\$1,000	\$3,000
<i>Groundwater Sampling Bundle with Peristaltic Pump</i>	\$250	\$750	\$2,100
<i>Groundwater Sampling Bundle with Grundfos Pump</i>	\$350	\$1,100	\$3,100
<i>Rotohammer Drill</i>	\$100	\$400	---
<i>Soil Sampling or Tank Pull Equipment Bundle</i>	\$150	\$350	\$1,050
<i>Soil Vapor Sampling Bundle</i>	\$400	\$1,400	\$2,600
<i>Turbidity Meter</i>	\$20	\$80	\$240
<i>YSI Meter with Flow Cell</i>	\$100	\$400	\$1,200
WATER LEVEL METERS AND INTERFACE PROBES	Daily	Weekly	Monthly
<i>Barologger</i>	\$10	\$40	\$120
<i>Levelogger</i>	\$25	\$100	\$300
<i>Oil/Water Interface Probe</i>	\$50	\$200	\$600
<i>Water Level Indicator</i>	\$20	\$80	\$240
GEOTECHNICAL INSTRUMENTATION	Daily	Weekly	Monthly
<i>Cone Penetrometer</i>	\$15	\$60	\$180
<i>Crack Monitors - Electronic Datalogger</i>	---	\$120	\$360
<i>Dynamic Cone Penetrometer</i>	\$150	---	---
<i>Electronic Readout Box</i>	\$25	\$100	\$300
<i>Geokon LC-2 Single Channel Logger</i>	---	\$80	\$240
<i>Geokon - CR 800 Vibrating Wire Datalogger with Modem</i>	---	\$100	\$300
<i>Geokon GK 401 Vibrating Wire Readout Box</i>	\$50	\$100	\$300
<i>In-Place Inclinometer Rental</i>	---	---	\$1,250
<i>Modem</i>	---	---	\$250
<i>Nuclear Density Gauge</i>	\$100	\$300	\$900

EQUIPMENT RATE SCHEDULE (continued)

GEOTECHNICAL INSTRUMENTATION (continued)	Daily	Weekly	Monthly
<i>Power System - Battery</i>	\$5	\$20	\$60
<i>Power System - Solar</i>	\$15	\$60	\$180
<i>Seismograph - Manual</i>	\$75	\$225	\$725
<i>Seismograph - Remote Units</i>	\$100	\$275	\$825
<i>Tiltmeter</i>	---	\$150	\$450
<i>Vibration and Sound Monitoring Station</i>	\$125	\$325	\$925
<i>VDV Web Service</i>	---	---	\$200
MISCELLANEOUS	Daily	Weekly	Monthly
<i>Camera - Digital</i>	\$10		
<i>Decontamination Kit (each)</i>	\$50	---	---
<i>Drone</i>	\$250	\$1,000	---
<i>Field Truck (including fuel)</i>	\$95	\$380	\$1,140
<i>Generator</i>	\$50	\$200	\$600
<i>GeoTech Sample Jars 16 oz. (per box)</i>	\$10	---	---
<i>GPS Unit</i>	\$150	\$600	\$1,800
<i>Harness with Restraint Lanyard</i>	\$40	\$160	\$480
<i>Motorola CP200d Radio (pair)</i>	---	\$35	\$140
<i>Personal Protective Equipment - Level C (per person)</i>	\$45	---	---
<i>R/V Catalyst - 26 Ft Sampling Vessel</i>	\$600	---	---
<i>Research Nets</i>	\$60	---	---
<i>Sampling Tubing (roll)</i>	\$20	---	---
<i>Saximeter II</i>	\$35	\$140	\$420
<i>Sound Level Meter</i>	\$50	\$200	\$600
<i>Tool Trailer</i>	\$300	---	---



LABORATORY RATE SCHEDULE

SOIL CLASSIFICATION AND INDEX TESTS	Unit Price
<i>Atterberg Limits - 1 Point</i>	\$125
<i>Atterberg Limits - 3 Point</i>	\$180
<i>Grain Size - Hydrometer and Sieve Analysis</i>	\$300
<i>Grain Size - 200 Wash</i>	\$100
<i>Grain Size- Sieve Analysis (Standard Sample)</i>	\$125
<i>Grain Size - Sieve Analysis (Bulk Sample)</i>	\$150
<i>Grain Size - Hydrometer</i>	\$175
<i>Water Content</i>	\$25
<i>Organic Content</i>	\$75
<i>Specific Gravity</i>	\$125
<i>Visual Classification</i>	\$15
SOIL MOISTURE-DENSITY TESTS	Unit Price
<i>Bulk Density</i>	\$100
<i>California Bearing Ratio (CBR)</i>	\$650
<i>Proctor - 1 Point</i>	\$120
<i>Proctor - 4 Point</i>	\$250
<i>Proctor - 4 Point (Cohesive Soil)</i>	\$300
SOIL CONSOLIDATION AND STRENGTH TESTS	Unit Price
<i>Consolidation - Constant Rate of Strain (CRS)</i>	\$650
<i>Consolidation - Incremental</i>	\$500
<i>Unconfined Compression</i>	\$100
<i>Direct Simple Shear (DSS)</i>	\$300
<i>Cyclic Direct Simple Shear (CDSS)</i>	\$650
<i>Triaxial Compression - Isotropic Consolidation</i>	\$500
<i>Triaxial Compression - Ko/anisotropic Consolidation</i>	\$800
<i>Triaxial Compression - Unconsolidated</i>	\$300
SURCHARGE RATES	Unit Price
<i>Atterberg Limits Dry Prep</i>	\$15
<i>Atterberg Limits Organic Classification</i>	\$40
<i>Sample Preparation</i>	\$120
<i>Triaxial High Pressure (over 100 psi)</i>	\$100
<i>Tube Cut (per cut)</i>	\$25
<i>Tube Extrusion</i>	\$100

Additional H&A Laboratory analyses, pricing, and rush rates available upon request.










Haley and Aldrich Inc (formerly Hart Crowser Inc) 2024 Contract Extension Revised

Final Audit Report

2024-03-15


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