



INFORMATIONAL MEMORANDUM

TO: Transportation and Infrastructure Services Committee
FROM: Pete Mayer, Public Works Director
BY: Joshua Hopkins, Surface Water Project Manager
CC: Mayor Thomas McLeod
DATE: September 20, 2024
SUBJECT: Surface Water Fund – Stormwater Outfalls Water Quality Retrofit Program
Project No. 91241202
Contract 22-134, Amendment No. 2

ISSUE

Approve Amendment No 2. to Contract 22-134 with KPG Psomas, Inc. to provide design and construction management services for the Stormwater Outfalls Water Quality Retrofit Program in the amount of \$322,873.

BACKGROUND

The goal of the Stormwater Quality Retrofit program is to improve the water quality of stormwater discharges to the Green-Duwamish River from city roads. This project will retrofit two city street discharge points – they were prioritized from a list of eight identified by City staff. In a prior contract, KPG Psomas analyzed and prioritized these eight discharge points based on seven criteria and developed four priority sites to 90% Plans. The first two sites will be under construction Fall 2024.

DISCUSSION

This contract will develop bid documents for the next two priority sites – adjacent to the East Marginal Way outfall near S 115th St and the Fort Dent Way outfall - and include construction management services. A grant from the WA State Department of Ecology will reimburse the city for design, construction, and construction management costs. Amendment No. 1 was a time extension.

FINANCIAL IMPACT

The proposed fee for design (90% to bid docs) and construction management is \$322,873, bringing the contract total to \$521,700. The City was awarded a Department of Ecology Stormwater Financial Assistance Program Grant for \$1,534,883. This will fund design, construction and construction management. The City has budgeted \$270,861 for a required 15% match.

RECOMMENDATION

Council is being asked to approve Amendment No. 2 to Contract 22-134 with KPG Psomas Inc, in the amount of \$322,873 for design and construction management for the Stormwater Quality Retrofit Program and consider this item on the Consent Agenda at the October 7, 2024, Regular Meeting.

ATTACHMENTS

- CIP '23-'28, Pg. 77
- 9TUK010300 Amend 2 signed
- Info Memo Dept. of Ecology WQ Grant Acceptance

CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2023 to 2028

PROJECT: **Storm Water Quality Retrofit Program** Project No. 91241202

DESCRIPTION: Provide, design, and install water quality testing and improvements at selected drainage locations.

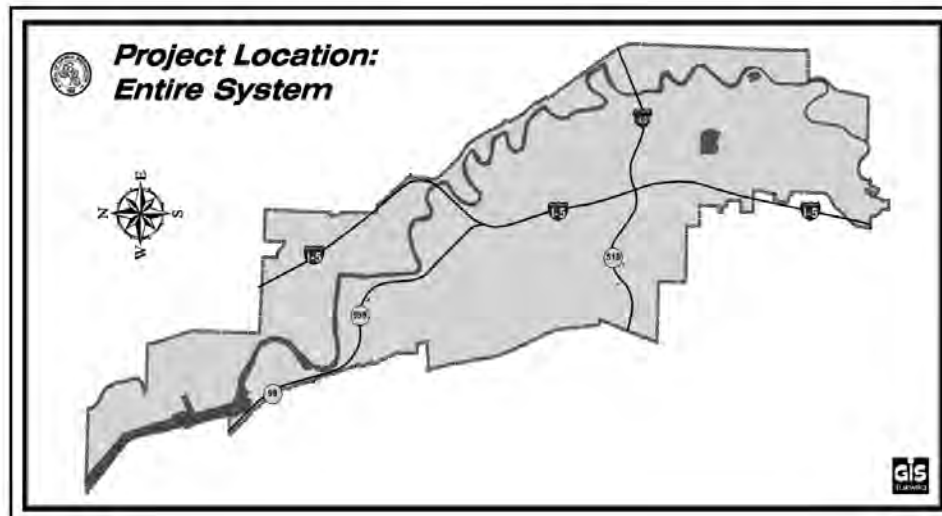
JUSTIFICATION: Most surface water is discharged directly to receiving water bodies untreated.

STATUS: Water quality retrofit has been added to CIP projects since 2015 (Interurban and 53rd Ave S).

MAINT. IMPACT: Expected to increase maintenance.

COMMENT: Combine with other CIP projects for design and construction, where feasible. For 2021, funding for added improvements to the West Valley Highway project. A proposed State DOE grant is listed in 2022.

FINANCIAL (in \$000's)	Through Estimated									TOTAL
	2021	2022	2023	2024	2025	2026	2027	2028	BEYOND	
EXPENSES										
Design	41	100	20	100	100		100	100	20	581
Land (R/W)		5								5
Const. Mgmt.			300			400			15	715
Construction			1,300			1,800			80	3,180
TOTAL EXPENSES	41	105	1,620	100	100	2,200	100	100	115	4,481
FUND SOURCES										
Awarded Grant	22		1,365							1,387
Proposed Grant					100	1,530		100		1,730
Mitigation Actual										0
Mitigation Expected										0
Utility Revenue	19	105	255	100	0	670	100	0	115	1,364
TOTAL SOURCES	41	105	1,620	100	100	2,200	100	100	115	4,481





CONTRACT FOR SERVICES

Amendment # 2

Between the City of Tukwila and KPG Psomas, Inc

That portion of Contract No. **22-134** between the City of Tukwila and KPG Psomas Inc. is hereby amended as follows:

Section 2 Scope of Services:

The following language shall be added to the end of the existing Section 2:

*In addition, work under this contract shall include reimbursement for services, direct expenses, and costs associated with the additional contract scope of services as described in **Exhibit A-3 and A4**, attached.*

Section 3 Duration of Agreement; Time for Performance:

Section 3 is hereby amended to read as follows:

This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2026, unless sooner terminated under the provisions hereinafter specified. Work under this Agreement shall commence upon written notice by the City to the Consultant to proceed. The Consultant shall perform all services and provide all work product required pursuant to this Agreement no later than December, 31, 2026 unless an extension of such time is granted in writing by the City.

Section 4 Payment:

Section 4A is hereby amended to read as follows:

Payment for the work provided by the Consultant shall be made as provided on Exhibits "B-1" and "B-2," provided that the total amount of payment to the Consultant for that work shall not exceed \$198,827.00 without express written modification of the Agreement signed by the City.

*Payment for the work provided by the Consultant shall be made as provided on **Exhibit B-3** and B-4 attached hereto, provided that the total amount of payment to the Consultant for that work shall not exceed \$322,873 without express written modification of the Agreement signed by the City.*

*The maximum amount payable under this contract as amended inclusive of all fees and other costs shall not exceed **\$521,700** without express written modifications of the Agreement signed by the City.*

Section 19 Department of Ecology Provisions:

A new Section 19 is added to the Agreement to read as follows:



City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

Agreement Number:

The Washington State Department of Ecology Water Quality Combined Funding Insert attached hereto as **Exhibit C** is hereby incorporated into the Agreement as if fully set forth.

All other provisions of the contract shall remain in full force and effect.

Dated this _____ day of _____, 20_____.

**** City signatures to be obtained by City Clerk's Staff ONLY. ****

**** Contractor signature to be obtained by sponsor staff. ****

CITY OF TUKWILA

CONTRACTOR:

Thomas McLeod, Mayor

By: Terry Wright

Printed Name: Terry Wright

ATTEST/AUTHENTICATED:

Title: Vice President

Andy Youn, City Clerk

APPROVED AS TO FORM:

Office of the City Attorney

EXHIBIT A-3

Design Services Scope of Work

City of Tukwila - Stormwater Outfall Water Quality Retrofit Project

City Project Number: 22-134

KPG Psomas Project number 9TUK010300

September 9, 2024

Supplement #2

This project will prepare final design for two sites of stormwater treatment facility designs that were submitted at 90% design through the grant funds from State of Washington Department of Ecology (“Ecology”) Agreement No. WQC-2017-Tukwil-00158 (“Grant Agreement”).

The City of Tukwila has been selected to receive funding DOE Agreement No. WQC-2025-Tukwil-00039 (“Grant Agreement”) in the State Fiscal Year 2025 (SFY25) Funding Cycle.

KPG Psomas will support this project by providing professional services as described in the following Scope of Work.

TASK 1 – MANAGEMENT / COORDINATION / ADMINISTRATION

- 1.1 The Consultant will provide continuous project management for the project duration. (24 month duration)
- 1.2 The Consultant will prepare for, attend and provide written meeting notes for six virtual design coordination meetings with City staff and/or agency stakeholders.
- 1.3 The Consultant will provide internal quality assurance/quality control (QA/QC) reviews of all major deliverables prior to submittal to the City.

Task 1 Deliverables:

- *Monthly progress reports*

Task 1 Assumptions:

- *Estimated project duration is 24 months*
- *City will prepare all progress reports and reimbursement requests for Ecology required by Grant Agreement*

TASK 2 – PERMITTING

The DOE Grant required permitting was completed during preliminary design and was submitted to Ecology by the City of Tukwila. This includes Cultural Resource Survey, City SEPA, and City Shoreline Permit.

- 2.1 The Consultant shall prepare a supplemental coordination letter or letters if there has been a lapse or renewal required for permitting. This level of effort includes review of existing permitting information, preparing two updated graphics of project limits, and letter requesting renewal of permits.
- 2.2 Ecology requires Cultural Resources Monitoring for E Marginal Way location. Consultant shall support review of subconsultant prepared monitoring plan and determine duration required for monitoring plan that is approved by Ecology.

Task 2 Deliverables:

- *Permit Renewal Letter with Vicinity Map, as needed (PDF).*

Task 2 Assumptions:

- *EO 05-05 Project Review Form and IDP submitted and approved by Ecology by City during preliminary design.*
- *SEPA was completed with DNS effect and was submitted to Ecology by City during preliminary design .*
- *Shoreline Substantial Development Permit submitted and approved by City during preliminary design.*
- *No water resources permits (WDFW Hydraulic Project Approval, Corps of Engineers 404/10 Permit, Ecology 401 Water Quality Certification) will be required.*
- *Existing permits and supporting documentation remain valid and do not require re-submittal or substantial revision.*

TASK 3 –FINAL DESIGN

The Consultant shall prepare final design and final plans, specifications and cost estimate for review and approval by the City and Ecology. Plans shall be formatted to provide sufficient detail for convenient field layout of all proposed facilities and City standard details and WSDOT standard plans will be supplemented with project specific details as required. This task shall also include preparation of items required per the grant and Final Design Package submittals to Ecology, contents of which shall be prepared in accordance with the Ecology publication “Design Deliverables for Stormwater Projects with Ecology Funding”, dated August 2021.

- 3.1 The Consultant shall prepare any supplement survey to support the design that was not collected or is outdate from the original 2020 surface data collection at these locations. These location(s) will be identified and approved by City prior to work. Basis of control will be: Horizontal NAVD 83/2011, Vertical NAVD 88. Control points will be established and will be made available for use during design/construction. The consultant will locate, field survey, and calculate positions for monuments and control points throughout the project limits, using the Washington State Plane coordinate system. Conventional or GPS surveying methods will be used on this project. Consultant shall subcontract with a utility locating company to paint all underground utility locations within survey area prior to performing field surveys. Topographic mapping of the existing ground will be taken at approximately at 25-foot intervals (to provide 2-foot contour intervals). Irrigation systems will not be included. Perform observation and measure-downs of existing storm drain catch basins and manholes and sewer manholes. The approximate size, type (brick, concrete), and general condition of the structures to confirm suitability for continued use, and approximate size and location of pipes will be documented. These observations will be made from the surface. The Consultant will perform CADD

mapping work to prepare 1"=20' topographic base map and digital terrain model (DTM) in AutoCAD 2022 format of the project within the project area.

- 3.2 Consultant shall prepare 90% Plans and Engineer's Cost Estimate for the project. The project is comprised of the Fort Dent Way and E Marginal Way sites shown in the Stormwater Outfalls Water Quality Retrofit Project, 90% Ecology Submittal, dated November 2021. Consultant shall review utilizing the Duwamish Gardens as a revision to the November 2021 Design.
- 3.3 Consultant shall prepare 100% Plans, Specifications, and Engineer's Cost Estimate for the project. The 100% submittal will include responses to comments received from the 90% review by the City and Ecology.
- 3.4 The Consultant shall respond to Ecology comments on 100% Final Design Package submittal.
- 3.5 The Consultant shall calculate and submit a preliminary equivalent new/re-development area for the final design project locations in accordance with the Ecology grant Design Deliverables Document.
- 3.6 The Consultant shall prepare preliminary GIS compatible project area in shapefile, geodatabase file, or ECOLOGY-approved equivalent. The project area shall include polygon features for stormwater facilities and contributing areas.
- 3.7 The Consultant shall continue coordination with City and franchise utility companies impacted by the project improvements. This effort will include sending letters to all utility providers serving the project site areas to confirm utility locations, identify planned upgrades, and identify potential conflicts. Any potholing will be completed by the Franchise Utility. This scope does not include any coordination for relocation or permit reviews for Franchise Utility relocation prior to project construction.
- 3.8 The Consultant shall prepare Contract Documents for Bid and upload to BXWA on behalf of the City. The Contract Documents will include responses to all comments received from the final 100% bid package review by the City and Ecology as part of the design grant agreement.

Task 3 Deliverables:

- 90% Plans and Cost Estimate (PDF)
- 100% Plans, Specifications and Cost Estimate (PDF)
- Responses to City and Ecology 100% Review Comments (PDF)
- Proposed project area equivalent new/development area determination (PDF)
- Proposed project area shapefile (SHX file)
- Contract Bid Package (PDF)
- Supplemental Electronic Base Map showing utility locations, surface features, contours, and existing right-of-way (as needed).

Task 3 Assumptions:

- *The Ecology required Design Report is finalized with acceptance and no further updates required. If Duwamish Gardens is utilized and the Storm Technical Information Report (TIR) and Ecology Design Report may need to be updated. This is not included in the scope.*
- *The City will upload all required documents to EAGL to satisfy the required “Design Deliverables for Stormwater Projects with Ecology Funding”, dated August 2021.*
- *Traffic Control Plans will be created by the Contractor.*
- *10K has been provided for Utility Potholing for City owned utilities. Franchise Utility potholing shall be direct billed to that utility, as needed.*
- *Right-of-way plans, legal descriptions, or acquisition will not be required.*
- *90%,100%, and Bid Plans content assumption:*
 - 1 Cover Sheet*
 - 1 Legend, Abbreviations, and Survey Notes*
 - 10 Stormwater Plans & Profiles, Stormwater Detail Sheets*
 - Total: 12 Sheets*

TASK 4 – CONSTRUCTION BIDDING SUPPORT

- 4.1 The Consultant will assist the City PM in advertisement of the Contract Documents.
- 4.2 The Consultant will prepare addenda and respond to bidders questions relayed through the City. It is assumed that the Consultant will prepare up to two (2) addenda.
- 4.3 The Consultant will prepare Conformed Documents (to include all Project Addenda) for the City to be provided to the Contractor.

Task 4 Deliverables:

- *Prepare responses for up to four (4) bidder questions (incl. with Addenda)*
- *Prepare up to two (2) Addendum Packages*
- *Conformed Documents: (5) hard copies of half-size (11x17) and Specifications (8.5x11)*

Management Reserve

Included in this Contract’s Management Reserve includes, but is not limited to:

- Additional DOE Grant requirement requests not noted in scope.
- Any additional services requested from the City.

The above activities will require written authorization from City to access management reserve funds.

Additional Services

The City may require additional services of the Consultant in order to advance the project through final design, bidding and/or construction. This work may include items identified in the current task authorizations as well other items, which may include, but are not necessarily limited to the following:

- Public outreach support
- Water resources permits
- Right of way and easement research and/or acquisition
- Providing construction phase support
- Preparation of Record Drawings

These services will be authorized under a future contract supplement if necessary. At the time these services are required, the Consultant shall provide a detailed scope of work and an estimate of costs. The Consultant shall not proceed with the work until the City has authorized the work and issued a notice to proceed.

EXHIBIT A-4

Construction Management Services Scope of Work
City of Tukwila - Stormwater Outfall Water Quality Retrofit Project
City Project Number: 22-134
KPG Psomas Project Number: 9TUK010300

September 9, 2024
Supplement #2

KPG Psomas will provide construction management services for the construction contract to complete the City of Tukwila Stormwater Outfall Water Quality Retrofit Project. The City of Tukwila has been selected to receive a grant funding through DOE Agreement No. WQC-2025-Tukwil-00039 (“Grant Agreement”) in the State Fiscal Year 2025 (SFY25) Funding Cycle. Construction is anticipated in Spring/Summer 2026. The proposed work includes construction of two sites:

Site 1: Fort Dent Way

Install single new modular wetland unit, storm conveyance pipe, and restoration of planter strip, sidewalk, and street trench restoration area to treat stormwater runoff before it outfalls to Duwamish River.

Site 2: E Marginal Way

Install single new modular wetland unit, storm conveyance pipe, planter strip, sidewalk and street trench restoration to treat stormwater runoff before it outfalls to the Duwamish River.

A detailed scope for the Contract follows:

I. INTRODUCTION

The following scope of services and associated costs are based upon the assumptions outlined below.

General Assumptions:

- The level of service and fee is based on project duration of **45 working days**.
- The **proposed project team** will include a part time Project Manager (1 hr a week) part time Resident Engineer (16 hours a week), one full time Construction Inspector (45 hours a week), a part time Documentation Specialist (20 hours a week), and one part time Project Engineer from KPG Psomas’s design team to review submittals and interpret Contractor inquiries, as needed. The team also includes a sub-consultant to provide services for materials testing and construction site observation to satisfy Tukwila Municipal Codes for work within certain soil classifications.
- City will review and execute the insurance, bonds, and the Construction Contract.
- Consultant will coordinate during audits or traffic control operations related to project impacts and help the City to complete any other required correspondence with outside agencies.

EXHIBIT A-2

- The City will work with the Contractor to conduct all community outreach in relation to phasing and direct impacts due to construction. The City's Contractor shall be responsible for the communication to the community on schedule and work activities.
- KPG Psomas design engineers will be available during construction to answer questions and review RAM's, shop drawings, and answer RFI's.
- Consultant services will be performed in accordance with the WSDOT Construction Manual, Contract plans & special provisions, and City of Tukwila engineering standards.
- The franchise Utilities will provide field inspection for all work surrounding the construction or relocation of their utility systems if necessary.
- Coordination of construction with franchise utilities, if any, will be done by City Contractor. Consultant will help facilitate coordination between utilities and Contractor as needed or requested by City.

II. SCOPE OF WORK

The objective and purpose of this Construction Management Services Agreement is for the Consultant to successfully deliver the construction of the Project to the City by ensuring that the improvements are constructed in accordance with the approved Plans and Specifications, as may be amended or revised, that all of the required Project documentation is accounted for, and ultimately that the City of Tukwila receives a successful review by any outside agency including state audits at the end of the Project.

TASK 1 – MANAGEMENT / COORDINATION /ADMINISTRATION

Provide overall project management, coordination with the City, monthly progress reports, and invoicing. This effort will include the following elements.

- 1.1 Organize and layout work for project staff. Prepare project instructions on contract administration procedures to be used during construction.
- 1.2 Review monthly expenditures and CM team scope activities. Prepare and submit monthly project progress reports to the City along with invoices describing CM services provided each month. Prepare and submit reporting required by funding source(s), if any.

Deliverables:

- Monthly invoices and progress reports

TASK 2 – PRECONSTRUCTION SERVICES

- 2.1 **Assist with Award Process:** KPG Psomas will attend Award opening, prepare bid tab analysis, and verify Contractor by reviewing debarment and LNI website. KPG Psomas will prepare recommendation of award letter.

EXHIBIT A-2

- 2.2 Administrative Services up to Contractor Notice to Proceed (NTP):** KPG Psomas will provide support startup of the project with any miscellaneous administrative needs not specifically outlined in items 2.2 – 2.9.
- 2.3 Preconstruction (PreCon) Photos:** KPG Psomas staff shall collect and log a comprehensive set of precon photos, prior to City Contractor mobilizing to the site, for the purpose of documenting pre-existing site conditions. These shall be delivered to the City in digital form as part of the final project files.
- 2.4 Review Plans and Specs:** KPG Psomas staff shall familiarize themselves with all plans, specs, and City standards that will be incorporated into this project, in order to familiarize themselves with project limits, elements of work to be performed, measurement and payment, and other project-specific considerations, prior to the first working day.
- 2.5 Prepare Hard and Electronic Files:** The Consultant will prepare all electronic and hard copy files in preparation for the project. SharePoint will not be utilized on this contract.
- 2.6 Prepare Record of Materials (ROM):** Consultant shall modify WSDOT-provided ROM, to align with LAG manual exceptions and to improve ease of use by all project parties. In the absence of a WSDOT-provided ROM, KPG Psomas can generate a ROM from scratch, however creation of a complete project ROM is outside the scope of the current budget and may require a supplement.
- 2.7 Preconstruction Conference:** KPG Psomas will prepare an agenda for, distribute notices of, and conduct a preconstruction conference in the City’s offices or via an on-line platform of the City’s choice. The Consultant’s team will attend the preconstruction conference. Pertinent City staff and private utilities will also be present at this meeting. KPG Psomas will prepare a written record of the meeting and distribute copies of the minutes to all attendees and affected agencies, staff, etc.
- At the Preconstruction conference, the Consultant shall help facilitate discussions with the Contractor concerning the plans, specifications, schedules, pay estimate timelines and cutoff dates, issues with utilities, any unusual conditions, State and local requirements and any other items that will result in better project understanding among the parties involved.
- 2.8 Prepare Templates:** KPG Psomas will pre-populate all electronic forms, either Consultant or City provided, in preparation for contract administration. This includes pay estimate templates, weekly working days statements, inspector daily reports, change management tracking templates, etc.
- 2.9 Utility Coordination:** Consultant will assist with external and internal communications regarding utility coordination required for successful completion of the project, including utility relocations, required service interruptions, etc.

Deliverables:

- Bid Tab Analysis
- Recommendation of Award

EXHIBIT A-2

- Preconstruction conference meeting minutes
- Hard and Electronic Copies of Plans and Specs
- Pre-construction Photos
- ROM

TASK 3 – CONSTRUCTION SERVICES - FIELD

3.1 Construction Observation: The Consultant will provide one (1) inspector during construction activities and other tasks necessary to monitor the progress of the work. The Inspector will ensure that the daily inspection reports and working days reporting are completed in a timely manner and contain sufficient information to assess whether the work is being conducted in compliance with the Contract Documents per City, WSDOT,. Consultant will make IDR's available to the City by Friday of the same work week upon request.

The Inspector may perform the following duties as a matter of his daily activities:

- i. Observe technical conduct of the construction, including providing day-to-day contact with construction contractor, City, utilities, and other stakeholders, and monitor for adherence to the Contract Documents. The Consultant's personnel will act in accordance with Sections 1-05.1 and 1-05.2 of the WSDOT Standard Specifications.
- ii. Observe material, workmanship, and construction areas for compliance with the Contract Documents and applicable codes, and notify construction contractor of noncompliance. Advise the City of any non-conforming work observed.
- iii. Document all material delivered to the job site in accordance with the Contract Documents.
- iv. Prepare daily inspection reports, recording the construction contractor's operations as actually observed by the Consultant; includes quantities of work placed that day, contractor's equipment and crews, and other pertinent information.
- v. Interpret Contract Documents in coordination with the City, Contractor, and KPG Psomas.
- vi. Resolve questions which may arise as to the quality and acceptability of material furnished, work performed, and rate of progress of work performed by the construction contractor.
- vii. Support the Contractor's communication and responsibilities to answer questions from property owners and the general public as needed.
- viii. Monitor compliance of approved permits per the project specifications, if applicable.
- ix. Prepare field records and documents to ensure the Project is administered in accordance with the plans and specifications.
- x. Collect and calculate delivery tickets and scaleman's daily reports of aggregate. All tickets will be initialed with correct bid item and stationing identified (Construction Manual 10-2).
- xi. Attend and actively participate in regular on-site weekly construction meetings.
- xii. Take digital photographs during the course of construction, and record locations.

EXHIBIT A-2

Assumptions:

- Consultant will provide observation services for the days/hours that the contractor's personnel are on-site.
- Assumption is Client's Contractor shall work normal 40-hour work weeks. For this project the "normal" work week may occur at night. KPG Psomas does not differentiate day shift from night shift. However, if the City's Contractor works a double shift (both day and night) within a single 24-hour period this will constitute two working days. Consultant's hours for inspection are based on one shift for number of working days allowed per Contract.
- Assumption is if Contractor is working at multiple sites within the City of Tukwila, the Consultant will split their time at the multiple locations and prioritize what location to be at for observation.
- The Consultant's monitoring of the construction contractor's activities is to ascertain whether they are performing the work in accordance with the Contract Documents; in case of noncompliance, Consultant will reject non-conforming work, and pursue the other remedies in the interests of the client, as detailed in the Contract Documents.
- Night work is not anticipated for this project.

3.2 Weekly Construction Meetings: The inspector shall attend weekly construction meetings, onsite or virtually.

Deliverables:

- Daily Construction Reports with project photos.
- Field Note Records for all field-measurable pay items.
- Review material test reports for compliance.

TASK 4 – CONSTRUCTION SERVICES – OFFICE

4.1 Construction Management Office Support: Original documentation will be housed at the Consultant's office and filed in accordance with standard filing protocol. Document Control will consist of the following:

- Project Coordination:** Liaison with City, construction Contractor, engineer, utilities and property owners on a regular basis to discuss project issues and status.
- Plan Interpretations:** Provide technical interpretations of the drawings, specifications, and Contract Documents, and evaluate requested deviations from the approved design or specifications. Coordinate with City for resolution of issues involving scope, schedule, and/or budget changes.
- Submittals:** Consultant shall take lead on submittal reviews/ approvals. Consultant shall coordinate review process for shop drawings, samples, traffic control plans, test reports,

EXHIBIT A-2

and other submittals from the Contractor for compliance with the contract documents. Submittals shall be logged and tracked by Consultant.

- d. **Requests for Information (RFI):** Consultant shall review and respond to RFI's. RFI's shall be logged and tracked by Consultant.
- e. **Weekly Meetings:** Consultant will lead weekly meetings. Consultant will prepare agenda for City review and distribute meeting minutes to attendees. Outstanding issues to be tracked on a weekly basis. Weekly Statement of Working Days will be reviewed/accepted by Contractor during the Weekly Meeting.
- f. **Change Orders:** The Consultant will develop change orders and the Consultant will provide technical assistance to negotiate change orders, and assist in resolution of disputes which may occur during the course of the project. The City will approve all change orders before being fully executed. Each change order will be executed in accordance with WSDOT Standard Specifications.
- g. **Field Work Directives:** The Consultant will prepare field work directives as necessary to keep the Contractor on schedule.
- h. **Force Account:** The Consultant will track Contractor force account labor, equipment and materials. All force account calculations will be verified by the City and double checked by the Consultant. The City shall have final authority to approve any Force Account work prior to agreement with the Contractor.
- i. **Schedule Review:** Consultant shall perform review of initial Contractor provided CPM for conformance with the Contract Documents. Any discrepancies, conflicts or unreasonable work durations will be brought to the attention of the Contractor and City. Consultant will provide one (1) intermediate review of Contractor's updated schedule and compare with field-observed progress and duration of the project.
- j. **Lump Sum Breakdown:** Consultant shall evaluate construction Contractors' Schedule of Values for lump sum items. Review the Contract Price allocations and verify that such allocations are made in accordance with the requirements of the Contract Documents. Lump Sum Breakdowns for payment each month will be calculated.
- k. **Monthly Pay Requests:** Consultant shall prepare monthly requests for Contractor payment based on field note records prepared by Consultant field inspector in accordance with contract documents.
- l. **Weekly Statement of Working Days:** Consultant shall prepare, and issue weekly statement of working day report each week to the Contractor and City for review and approval. Weekly statement of working days will be based on field inspection reports provided by Consultant.
- m. **Subcontractor Documentation:** Process / approve all required subcontractor documentation. Request to Sublets will be verified and logged. This includes checking

EXHIBIT A-2

System Award Management System (SAMS), verifying business licensing, reviewing insurance documentation, verifying city business licensing, Intent to Pay Prevailing Wage and Affidavit of Wages Paid. All subcontractor documentation will be logged into KPG Psomas's subcontractor logs.

- 4.2 Construction Management Field Paperwork:** Consultant shall review and assist with processing of field paperwork from the Inspector and Contractor for tracking and documentation.
- 4.3 Utility Coordination:** The Consultant will facilitate ongoing communications and coordination between the Contractor and City and/or Franchise utilities who may have infrastructure within the project limits. The primary point of contact per Contractor requirements will be the Contractor and Franchise Utility, however Consultant shall support this. This includes JUT conversions, relocations due to foreseen or unforeseen conflicts, scheduled outages for tie-ins, etc.
- 4.4 Department of Ecology (DOE) Grant Requirements:** The Consultant shall prepare, and issue to the City for submittal to the Department of Ecology (DOE) the Construction Management and Construction Scope of Work within the Grant Agreement. The expected deliverables are noted below. The City will be responsible to upload deliverables to EAGL and notify Ecology with upload is complete.
- 4.5 Certified Payroll:** The Consultant will process and check the Contractor and Subcontractor's certified payroll per State Prevailing Wage Requirements. Tracking of payroll shall consist of recording each payroll received from the Prime and Subcontractors and checking pay rates against Contract requirements. Any discrepancies will be brought to the Contractor and City.

Deliverables:

- Approved Submittals and Submittal log
- Responded RFIs and RFI Log
- Weekly Meeting minutes
- Fully-executed Change Orders and Field Work Directives, with Change Management Log
- Force Account Documentation and Tracking Log
- Fully-executed Monthly Progress Payments
- Subcontractor Packets
- Weekly Statements of Working Days
- Certified Payroll Tracking Log (hard copy binder not included)
- Contractor-generated As-builts, if required by Contract

All other project documentation generated during the course of project construction duration.

Task 4.5 Specific Anticipated DOE Deliverables:

EXHIBIT A-2

- Construction Quality Assurance Plan
- Pre-Construction Meeting Minutes
- Project Schedule
- Revised cash flow estimates when changes in construction schedule occur
- Change Orders
- Final Facility Operation and Maintenance Plan
- Stormwater Construction Completion Form
- Project Area Shapefile, Geodatabase file, or ECOLOGY approved Equivalent. The project area will include features for treatment facilities and contributing areas.
- Construction progress reports and photos included in the progress reports.
- Completed equivalent new/redevelopment area determination.

TASK 5 – PROJECT CLOSEOUT

5.1 Closeout Office Support: Consultant shall assist with generation of closeout documentation and pursuit of successful project final completion, as detailed below:

- Substantial Completion Letter:** Following full and unrestricted use of the project status being obtained by the Contractor and agreed to by the City, Consultant shall draft Substantial Completion Letter on City letterhead, for issuance to Contractor.
- Physical Completion Letter:** Following completion of all punch list work verified by the Consultant and any stakeholders required the Consultant shall prepare physical completion letter to the Contractor and the City shall issue the final contract voucher.
- Final Pay Estimate:** Consultant shall prepare final payment estimate, along with any final quantity adjustments needed to existing bid items, for issuance to Contractor, in conjunction with the final contract voucher, issued by the City.

5.2 Closeout Inspection and Punchlist: Consultant shall assist in a punchlist walkthrough with Contractor, City staff, and any other necessary agencies for the purposes of developing a final project punchlist. The Consultant shall assemble walkthrough comments and provide the preliminary list to the City for concurrence, prior to issuing the list to the Contractor. On notification of completion of the punchlist, Consultant shall perform a final walkthrough to confirm satisfactory completion of all items on the list and shall note any remaining discrepancies. Subsequent project walkthroughs are beyond the scope of this agreement, but will be accommodated should the request be made by the City, and sufficient remaining budget allows.

5.3 Certified Payroll Closeout: Consultant shall attempt to ensure that all certified payrolls and affidavits of wages paid are current and complete at the time of project physical completion. This

EXHIBIT A-2

will include regular checks of the L&I portal and frequent reminders to the Contractor to provide any missing information in a timely manner. As the task of gathering the final documentation from Contractors and their Subcontractors can sometimes be an extended process, outside the control of the City or Consultant, after 8 weeks post-physical completion, the Consultant shall perform a final status update of the CP tracking log, along with memos to file of any missing documentation, and shall hand off the remaining verification process to the Client.

5.4 Prepare Documentation to Deliver to City: Consultant shall perform QA/QC on all project documentation deliverables as outlined in Task 4.1, as well as any documentation generated in the course of completion of Task 5, and shall transfer all project documents to the City for permanent storage.

- Substantial Completion Letter
- Physical Completion Letter
- Final Payment Invoice
- Project Punchlist
- Final Project Documents

TASK 6 – SUBCONSULTANTS

6.1 Material Testing: HWA Material Testing will be retained as KPG Psomas’s subconsultant to provide material testing and construction observation services. All testing will be done in accordance with LAG Manual and WSDOT Construction Manual, or at a desired reduced frequency as-directed by City project manager. The inspector shall coordinate with the Contractor and the material testing firm to schedule testing of materials in the field to ensure they meet specifications per contract requirements.

6.2 Prepare Subconsultant Invoicing: KPG Psomas will complete administrative services for Subcontractor contract and invoicing.

ADDITIONAL SERVICES

Management Reserve: Additional services requested by the City will be performed only when authorized by the City. Authorization to perform additional services will be in writing, specifying the work to be performed, and basis of payment. Items such as Community Outreach (except as completed on a day-to-day basis by the inspector and resident engineer as described in task 4.1 – vii), Public Meetings, Ribbon Cutting Ceremony, claims analysis, surveying, services during shutdown periods of non-working days, and services for extended working days are examples of possible additional services. This fee is based 45 working day contract, with 10 additional reduced-effort days for startup and 15 additional reduced-effort days for closeout, for a total of 70 days / 14 weeks, 8-hour days, additional extension of days will be approximately \$1,080.00 per day for one person. (8 hours x \$135.00 = \$1,080.00)



WASHINGTON STATE DEPARTMENT OF ECOLOGY

WATER QUALITY COMBINED FUNDING

INSERT FOR ALL SERVICES FOR

STATE-FUNDED PROJECTS

The following clauses are suggested to be incorporated into contracts for all services receiving state financial assistance from the Washington State Department of Ecology's Water Quality Combined Funding Program.

Compliance with State and Local Laws

The services provider (CONTRACTOR) shall assure compliance with all applicable federal, state, and local laws, requirements, and ordinances as they pertain to the project.

State Interest Exclusion

Partial funding of this project is being provided through the Washington State Department of Ecology. Neither the State of Washington nor any of its departments or employees are, or shall be, a party to this contract or any subcontract.

Third Party Beneficiary

Partial funding of this project is being provided through the Washington State Department of Ecology. All parties agree that the State of Washington shall be, and is hereby, named as an express third-party beneficiary of this contract, with full rights as such.

Cost Basis of Contract

No contract may be written for "cost-plus-a-percentage-of-cost" or "percentage of construction cost." The cost basis for this contract must be cost-reimbursement, unit price, fixed-price, time and materials, or any combination of these four methods.

Funding Recognition

Documents produced under this agreement shall inform the public that the project received financial assistance from the Washington State Department of Ecology. The Washington State Department of Ecology's logo must be on all signs and documents. Logos will be provided as needed.

Accessibility

Public-facing documents produced under this agreement shall be accessible to the RECIPIENT's best ability. This recommendation applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

Access To the Work Site and To Records

The CONTRACTOR shall provide for access to their records by Washington State Department of Ecology personnel.

The CONTRACTOR shall maintain accurate records and accounts to facilitate the Owner's audit requirements and shall ensure that all subcontractors maintain auditable records. These records shall be separate and distinct from the CONTRACTOR's other records and accounts.

All such records shall be available to the Owner and to Washington State Department of Ecology for examination. All records pertinent to this project shall be retained by the CONTRACTOR for a period of three years after the final audit.

Funding Provision

Partial funding of this project is being provided through the Washington State Department of Ecology. In the event that Ecology's funding from state, federal, or other sources is withdrawn, reduced, or limited in any way, the contract may be amended.

Copyright to Documents

The Department of Ecology retains a copyright to any documents produced and data collected under this agreement. The Department retains a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the data or documents. The Department can authorize others to use the data or documents for federal, state, or local government purposes.