



INFORMATIONAL MEMORANDUM

TO: Transportation and Infrastructure Services Committee
FROM: Jen Tetatzin, Public Works Director
BY: Josh Hopkins, Surface Water Project Manager
CC: Mike Perfetti
DATE: October 24, 2025
SUBJECT: **Surface Water Fund – Stormwater Outfalls Water Quality Retrofit Program**
Project No. 91241202
Contract 22-134, Amendment No. 3

ISSUE

Request approval for Amendment No 3. to [Contract 22-134](#) in the amount of \$98,268.

BACKGROUND

The goal of the Stormwater Outfall Water Quality Retrofit program is to improve the water quality of stormwater discharges to the Green-Duwamish River from city roads. This project will retrofit four city street discharge points out of eight that were prioritized by City staff. In a prior contract, Psomas analyzed and ranked these eight discharge points based on seven criteria and also developed designs for these four priority sites to 90% Plans. The first two sites were constructed in the fall of 2024 and summer of 2025, one on Interurban Avenue S and the other on Tukwila International Blvd. The first contract amendment was a time extension only, and the second amendment added final design and construction management funding for the next two sites to be built in 2026, one on East Marginal Way and the other on Fort Dent Way.

DISCUSSION

Amendment No. 3 includes additional funding for construction management services (\$56,268) for the first two sites and funding for utility potholing (\$42,000) for next two sites.

FINANCIAL IMPACT

This amendment totals \$98,268, 85% is reimbursable through two Department of Ecology (DOE) Stormwater Financial Assistance Program grants. The first DOE grant (WQC-2023-Tukwil-00073) will fund the construction management services (\$56,268), and the second DOE grant (WQC-2025-Tukwil-00039) will fund the utility potholing (\$42,000) for the second two sites. Budgeted CIP Surface Water revenue in the amount of \$63,171.15 will cover the required 15% match for both grants.

	<u>Contract</u>	<u>Grants</u>	<u>CIP Funds</u>
Psomas Contract 22-134 Design & CM (1 st two sites)	\$198,827.00	\$198,827.00	-
Amend. No. 1 - Time Extension	-	-	-
Amend. No. 2 - Design & CM (2 nd two sites)	\$322,873.00	\$274,442.05	\$48,430.95
Amend. No. 3 – Add'l CM & Design Costs (1 st and 2 nd sites)	<u>\$98,268.00</u>	<u>\$83,527.80</u>	<u>\$14,740.20</u>
Subtotal:	<u>\$619,968.00</u>	<u>\$556,796.85</u>	<u>\$63,171.15</u>
Total:	\$619,968.00	\$619,968.00	

RECOMMENDATION

Council is being asked to approve Amendment No. 3 to Contract 22-134 with Psomas Inc, in the amount of \$98,268 for additional construction management services and final design costs and to consider this item on the Consent Agenda on November 3, 2025, Regular Meeting.

ATTACHMENTS: CIP, WQ Retrofit Amend No.3 Cost Breakdown, Amend No.3 Signed

CITY OF TUKWILA CAPITAL PROJECT SUMMARY 2025 to 2030

PROJECT:		Stormwater Water Quality Retrofit Program					Project #	91241202	
Project Manager		Joshua Hopkins				Department	Surface Water		
DESCRIPTION:		Plan, design, and install water quality treatment and other stormwater conveyance improvements at targeted 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.							
MAINTENANCE IMPACT:		N/A							
COMMENT:		Combine with other CIP projects for design and construction, where feasible.							
FINANCIAL (in thousands)		2025	2026	2027	2028	2029	2030	Beyond	TOTAL
Project Costs									
Project Mgmt (Staff Time/Cost)		\$ 25	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25	\$ 175
Design		\$ 100	\$ 300	\$ 100	\$ -	\$ 100	\$ -	\$ 20	\$ 620
Construction Mgmt.		\$ 100	\$ 300	\$ -	\$ 400	\$ -	\$ 400	\$ 15	\$ 1,215
Construction		\$ 400	\$ 1,410	\$ -	\$ 1,800	\$ -	\$ 1,800	\$ 80	\$ 5,490
Total Project Costs		\$ 625	\$ 2,035	\$ 125	\$ 2,225	\$ 125	\$ 2,225	\$ 140	\$ 7,500
Project Funding									
Awarded Grant		\$ 125	\$ 1,410	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,535
Proposed Grant		\$ 425	\$ 300	\$ -	\$ 1,530	\$ -	\$ 1,530	\$ -	\$ 3,785
Utility Revenues		\$ 75	\$ 325	\$ 125	\$ 695	\$ 125	\$ 695	\$ 140	\$ 2,180
Total Project Funding		\$ 625	\$ 2,035	\$ 125	\$ 2,225	\$ 125	\$ 2,225	\$ 140	\$ 7,500



CONTRACT FOR SERVICES

Amendment # 3

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. for the Stormwater Outfalls Water Quality Retrofit Project 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-5**, attached.*

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.*

*Payment for the work provided by the Consultant shall be made as provided on **Exhibit B-5** attached hereto, provided that the total amount of payment to the Consultant for that work shall not exceed \$98,268 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 **\$619,698** without express written modifications of the Agreement signed by the City.*

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

Dated this _____ day of _____, 20_____.



City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

Agreement Number: 22-134(c)

**** 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-Barnett, City Clerk

APPROVED AS TO FORM:

Office of the City Attorney

EXHIBIT A-5

Construction Management Services

Scope of Work

City of Tukwila

Stormwater Outfall Water Quality Retrofit Project

Construction Services Supplement

Psomas Project Number: 9TUK010300

June 19, 2025

Psomas is providing 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 funding through DOE Agreement No. WQC-2023-Tukwil-00073 (“Grant Agreement”) in the State Fiscal Year 2023 (SFY23) Funding Cycle. The work includes:

Site 1: Tukwila International Blvd at SR 599 Off-Ramp
Install two new modular wetland units, storm conveyance pipe, and restoration of gore area to treat stormwater runoff before it outfalls to Riverton Creek.

Site 2: Interurban Ave S at 58th Ave S
Install new modular wetland unit, storm conveyance pipe, and street trench restoration to treat stormwater runoff before it outfalls to the Duwamish River. This location will also be replacing existing signalized intersection loops with permanent video detection.

A detailed scope follows:

I. INTRODUCTION

Shortly before construction began for the project it was discovered there were additional requirements for completing the work at the SR 599 Off-Ramp due to the work being in WSDOT Limited Access Right-of-Way. The Contractor intended to start work at this site, but had to shift work to the Interurban site until the requirements of WSDOT were met. This caused a delay in the project starting and forced the project into splitting the work into two construction seasons. A complete list of items that extended the project scope and time to completion are as follows:

- Unexpected WSDOT coordination caused scope and time increases
 - Structures installed within the WSDOT ROW had to be stamped by the Materials Lab, requiring additional coordination time.
 - The 35 working days were split between Fall 2024 and Spring 2025 creating additional time administrative items required by the Contract.
 - WSDOT coordination continued through the winter months to resolve their requirements for the WQ vault yet to be installed within their limited access right-of-way.
 - Certified payroll tracking continued through the suspension period.

EXHIBIT A-5

- The Contractor's vault supplier had delays in shipping the items to site. This forced the Contractor to pave on two days instead of one for the Interurban site. Increasing the amount of testing required.
- New crushed rock and HMA materials were submitted for the work to be completed in the spring, which required additional conformance testing.
- An unmarked conduit was discovered running through a section of the project. There were four non-working days associated with this discovery as the Contractor lost efficiency and was working on non-critical items during this time.
- Additional non-working days were granted for weather. Some work continued on these days but was inefficient.

General Assumptions:

- There are 15 working days remaining in the Contract. Work is expected to wrap up within this time, except for punchlist items.
- Coordination with WSDOT will continue as work progresses within their ROW.
- The **proposed project team** will include a part time Resident Engineer (10 hours a week), one full time Construction Inspector, a part time Documentation Specialist (20 hours a week), and one part time Project Engineer from 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.
- 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.
- 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.

EXHIBIT A-5

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 – CONSTRUCTION SERVICES – OFFICE

1.1 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:

- a. **Project Coordination:** Liaison with City, construction Contractor, engineer, utilities and property owners on a regular basis to discuss project issues and status.
- b. **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.
- c. **Submittals:** Consultant shall take lead on submittal reviews/ approvals. Consultant shall coordinate review process for shop drawings, samples, traffic control plans, test reports, 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.

EXHIBIT A-5

- 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. **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.
 - k. **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.
 - l. **Subcontractor Documentation:** Process / approve all required subcontractor documentation. Request to Sublets will be verified and logged. This includes checking 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 Psomas's subcontractor logs.
- 1.2 Construction Management Field Paperwork:** Consultant shall review and assist with processing of field paperwork from the Inspector and Contractor for tracking and documentation.
- 1.3 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.
- 1.4 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. This includes JUT conversions, relocations due to foreseen or unforeseen conflicts, scheduled outages for tie-ins, etc.
- 1.5 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.

Deliverables:

EXHIBIT A-5

- 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 2 – CONSTRUCTION SERVICES - FIELD

2.1 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 and WSDOT standards. 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.

EXHIBIT A-5

- v. Interpret Contract Documents in coordination with the City, Contractor, and 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.

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. 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.
- 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.

2.2 Material Testing – Coordination & Tracking: 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. The cost for this effort is included in Task 3.1.

2.3 Construction Inspection Nights: Night work is anticipated for this scope of work.

Deliverables:

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

EXHIBIT A-5

TASK 3 – SUBCONSULTANTS

- 3.1 Material Testing: HWA Material Testing will be retained as 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.

TASK 4 – ADDITIONAL SERVICES

- 4.1 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 2.1 – 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 35 working day contract, with 10 additional reduced-effort days for startup and 20 additional reduced-effort days for closeout, for a total of 65 days / 13 weeks, 8-hour days, additional extension of days will be approximately \$1,080.00 per day for one person. (8 hours x \$367.00 = \$2,936.00)

PSOMAS

EXHIBIT B-5
PRIME CONSULTANT COST COMPUTATIONS
Client: City of Tukwila
Project Name: WQ Retrofit
Psomas Project Number: 9TUK010300
Supplement to Closeout Remaining Scope

Date: 6/27/2025

Task No.	Task Description	Labor Hour Estimate								Hours	Total Hours and Labor Cost Computations by Task
		Senior Engineer I	Project Engineer II	Design Engineer III	Construction Manager	Construction Observer I	Document Control Specialist I	Document Control Specialist III	Senior CAD Technician	Office Admin	
		207	198	159	207	119	121	160	146	116	Totals
Task 1 - MANAGEMENT / COORDINATION / ADMINISTRATION											
1.1	Project Management and Administrative Services										\$ -
1.2	Prepare, review and submit monthly expenditures	2			2					2	\$ 1,060.00
Task Total		2	0	0	2	0	0	0	0	2	\$ 1,060.00
Task 2 - Administrative Services up to Contractor Notice to Proceed (NTP)											
2.1	Administrative Services up to Contractor Notice to Proceed										\$ -
2.2	PreCon Photos										\$ -
2.3	Review Plans and Specs										\$ -
2.4	Prepare Hard and Electronic Files										\$ -
2.5	Prepare ROM										\$ -
2.6	Prepare PreCon Agenda										\$ -
2.7	Prepare Templates										\$ -
2.8	Utility Coordination										\$ -
Task Total		0	0	0	0	0	0	0	0	0	\$ -
Task 3 - Provide Field Inspection for Each of the Project's Working Days											
3.1	Construction Inspection										\$ -
3.2	Weekly Construction Meetings										\$ -
3.3	Construction Inspection Nights (10 hours a night 15 Nights)					150					\$ 17,850.00
Task Total		0	0	0	0	150	0	0	0	0	\$ 17,850.00
Task 4 - Construction Services - OFFICE: NTP to Project Closeout.											
4.1	Construction Management Office Support	6	8		30			60		1	\$ 18,752.00
4.2	Construction Management Field Paperwork										\$ -
4.3	Certified Payroll Tracking						15				\$ 1,815.00
4.4	Utility Coordination										\$ -
4.5	DOE Grant Requirements	16	40						4		\$ 11,816.00
Task Total		6	8	0	30	0	15	60	0	1	\$ 32,383.00

P S O M A S

Task 5 - Project Closeout (4 Weeks)												
5.1	Closeout Office Support										0	\$ -
5.2	Closeout Inspection & Punchlist										0	\$ -
5.3	Certified Payroll Closeout										0	\$ -
5.4	Prepare Documentation to Deliver to City										0	\$ -
Task Total		0	0	0	0	0	0	0	0	0	0	\$ -
Task 6 - Materials Testing												
6.1	Subcontract with HWA Material Tester (LS Estimate)										0	\$ -
Task Total		0	0	0	0	0	0	0	0	0	0	\$ -
Total Labor Hours and Fee		1,656	1,584	0	6,624	17,850	1,815	9,600	0	348	336	\$ 51,293.00
Subconsultants												
Task 6.1 - HWA Material Testing												\$ 4,500.00
Subtotal												\$ 4,500.00
Administrative Charge (5%)												\$ 225.00
Total Subconsultant Expense												\$ 4,725.00
Reimbursable Direct Non-Salary Costs												
Mileage at current IRS rate												\$ 250.00
Reproduction Allowance												\$ -
2025 Fort Dent and EMW Potholing												\$ 42,000.00
Total Reimbursable Expense												\$ 42,250.00
Management Reserve												\$ -
Total Estimated Budget												\$ 98,268.00