



City Council Regular Meeting - 01 Dec 2025

**SUBJECT/TITLE:** Rainier Ave S Corridor Improvements - Phase 4 Project Budget Request

**RECOMMENDED ACTION:** Refer to Finance Committee

**DEPARTMENT:** Public Works Transportation Systems Division

**STAFF CONTACT:** Michelle Faltous, Project Manager

**EXT.:** 7301

**FISCAL IMPACT SUMMARY:**

There is sufficient budget within the capital transportation fund for the proposed change order. A non-ordinance budget adjustment will be prepared to temporarily reallocate budget within the fund from capital projects that have yet to be started. These projects will be reanalyzed during the Q1 2026 carryforward budget.

**SUMMARY OF ACTION:**

The Rainier Ave S - Phase 4 (S 3rd St to NW 3rd PI) Project is nearing completion. The project extends previous corridor improvements from South 3rd Street to 1,000 feet north of Airport Way (NW 3rd PI). Project elements include extending a southbound BAT lane from S 2nd St to S 3rd St, pedestrian improvements with street scaping, pedestrian actuated traffic signal (HAWK), transit facility upgrades, access management, and a segment of a regional pedestrian/bike path trail (Lake Washington Loop Trail).

Action item addresses the project shortfall, which is a result of several factors, including quantity overruns on progress payments, remaining change orders to the construction contract, Supplement No. 4 to Agreement CAG-22-381 with KPG Psomas Inc., which expands the scope of work to provide continued support under the extended construction contract, and contingency.

**Rainier Ave S Corridor Improvements - Phase 4: Project Budget Request**

| Description  | Amount      |
|--|-------------|
| Quantity Overruns on Pay Items for Flaggers, Other Traffic Control Labor, Off-Duty Uniformed Police Officer, Temporary Pavement, Erosion/Water Pollution Control, Temporary Pavement Marking | \$2,150,000 |
| Remaining change orders to the construction contract   | \$900,000   |
| Supplement No. 4 to Agreement CAG-22-381 with KPG Psomas, Inc.   | \$95,000    |
| Contingency  | \$255,000   |
| Total:   | \$3,400,000 |

**EXHIBITS:**

A. Agreement

**STAFF RECOMMENDATION:**

Authorize the reallocation of \$3,400,000 in revenue from projects identified in the report within Fund 317 to the Rainier Avenue Phase 4 project to address a 2025 funding shortfall.

# Exhibit E



**Washington State  
Department of Transportation**

|  |                            |                 |
|--|----------------------------|-----------------|
| <b>Supplemental Agreement Number</b> _____ | Organization and Address   |                 |
| Original Agreement Number                  | Phone:                     |                 |
| Project Number                             | Execution Date             | Completion Date |
| Project Title                              | New Maximum Amount Payable |                 |
| Description of Work                        |                            |                 |

The Local Agency of \_\_\_\_\_  
desires to supplement the agreement entered in to with \_\_\_\_\_  
and executed on \_\_\_\_\_ and identified as Agreement No. \_\_\_\_\_

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.  
The changes to the agreement are described as follows:

**I**

Section 1, SCOPE OF WORK, is hereby changed to read:

**II**

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: \_\_\_\_\_

**III**

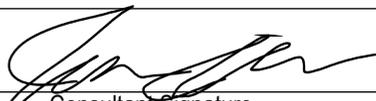
Section V, PAYMENT, shall be amended as follows:

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: \_\_\_\_\_

By: \_\_\_\_\_

  
\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
Approving Authority Signature

\_\_\_\_\_  
Date

# Exhibit E

## EXHIBIT A

### RAINIER AVENUE S – S 3RD ST TO NW 3RD PL CONSTRUCTION ENGINEERING SUPPORT SCOPE OF WORK

#### Supplement 4 – Construction Engineering Support and ROW Services

**AGENCY:** CITY OF RENTON  
**CONSULTANT:** Psomas Inc  
**CONTRACT:** CAG-15-089  
**PROJECT:** RAINIER AVE S - S 3<sup>rd</sup> St to NW 3<sup>rd</sup> Pl

#### **A. PROJECT DESCRIPTION**

The City of Renton (“AGENCY”) continues infrastructure improvements to the Rainier Ave S corridor with the Phase 4 improvements from S 3<sup>rd</sup> St to NW 3<sup>rd</sup> Pl, including infrastructure improvements for enhanced transit mobility, traffic safety, and pedestrian safety. The goals of Phase 4 are to enhance traffic flow, improve safety, eliminate sub-standard conditions, and provide an enhanced pedestrian environment. Authorization to advertise for construction was issued by WSDOT in August 2022, and the AGENCY awarded the construction contract to Pivetta Brothers in December 2022. Construction activities started in March 2023 and are scheduled to extend beyond the 500 Working Days outlined in the original construction agreement. As of September 2025, there are approximately 80 Working Days remaining.

#### **B. PURPOSE**

Psomas Inc. (“CONSULTANT”) will perform continued CAD Drafting and Design services necessary to support RFI’s, field work directives, and various design services that include, but are not limited to:

- Revising project design elements to new PROWAG guidelines:
  - Switch back ramp details and stair details
  - Relocating City structures outside of the sidewalk area requiring design revisions to Landscape and Irrigation Plan sheets (20 Sheets)
- Redesigned sidewalks/curb ramps where proposed improvements were placed in areas of conflict with other project improvements
- Redesigned shared-use path grades and tie-ins along Airport Way
- Supported the contractor with multiple grading checks and edits for many of the driveways along Rainier Avenue

Additionally, the AGENCY has requested that the CONSULTANT continue with ROW services extending 26 TCEs, assist in the coordination with the WSDOT Local Agency Coordinator ROW Services Manager, and obtain ROW Certification for the Project. Due to pre-certification review complications, property rights were not secured. Valuations completed earlier this year as well as title reports, are now over 6 months old requiring redrafting of all the City’s temporary

# Exhibit E

## EXHIBIT A

construction easement documents. All ROW services will be led by ProgramX (Sub Consultant), who will ensure that all ROW activities are WSDOT and Uniform Act Compliant.

### C. ASSUMPTIONS

All assumptions are listed below, at the beginning of each task.

### D. DELIVERABLES

The end of each task listed below identifies all deliverables to be prepared and produced by the CONSULTANT as part of this SCOPE.

### E. SCOPE

#### TASK 1 – PROJECT MANAGEMENT

The following items are to be performed by the CONSULTANT, under this task.

##### Assumptions for Task 1:

- The anticipated duration of this Supplement is estimated at 4 months.
- The budget shown in Exhibit D captures the four (4) months of project management, meetings with the construction management team, utilities, and the project team.

Provide project management of CONSULTANT services, including coordination with the AGENCY, project team, construction management team, utility companies, and monthly invoicing/progress reports. This effort will include the following elements:

#### 1.1 Administration, Coordination and Supervision

- Supervision of CONSULTANT personnel and activities to ensure compliance with contract scope and schedule and proper charging of time against the contract.

#### 1.2 Invoicing

- Preparation of monthly invoices with progress reports that include the following:
  - ✓ Summary of budget, expenses to date, expenses for work period, for each task.
  - ✓ Summary of work accomplished for the work period.
  - ✓ Summary of outstanding issues to be resolved by the AGENCY.
  - ✓ Backup details of all direct non-salary costs included in the invoice for the work period.

#### 1.3 Meetings

- The CONSULTANT will attend meetings with AGENCY staff, the Construction Management team, and Utilities beyond the meetings scoped in the original contract. Sixteen (16) remaining meetings are estimated (4 meetings per month for 4 months).

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## EXHIBIT A

### 1.4 Quality Assurance/Quality Control (QA/QC) Reviews

- The CONSULTANT will provide internal quality assurance/quality control (QA/QC) reviews of all deliverables before submittal to the AGENCY and Construction Management team.

#### **DELIVERABLES:**

***Monthly invoices with progress reports (4 months) – Delivered to the AGENCY monthly.***

### **TASK 2 – CONSTRUCTION ENGINEERING SUPPORT**

The following items are to be performed by the CONSULTANT, under this task.

#### **Assumptions for Task 2:**

- The CONSULTANT will not direct the contractor orally or in written format except through the AGENCY.
- As-Built plans will be maintained by the Construction Management team and the Contractor.
- Record drawings are not included in this scope of work.
- The AGENCY and the Construction Management Team will maintain all construction management documentation necessary for a WSDOT project management review.

The CONSULTANT will provide continued construction engineering support services during the construction period, which is assumed to be four (4) months, as requested by the AGENCY.

- 2.1 The CONSULTANT will conduct up to four (4) site visits to conduct special field observations as requested by the AGENCY. CONSULTANT will provide AGENCY with a written field report regarding the visit, in the form of an email, within two working days of the site visit/field observation. Special inspections will include inspection related to surface treatments, urban design features, irrigation, landscape, and plantings.
- 2.2 The CONSULTANT will assist the AGENCY in the preparation of written and oral responses to twenty (20) Contractor questions, Contractor RFI's, and change order reviews.
- 2.3 The CONSULTANT will assist in reviewing material samples requested by the AGENCY for compliance with the information required by the contract documents. It is anticipated that many of the submittals will be reviewed by the Construction Management Team and the CONSULTANT will assist with the review of materials related to surface treatments, urban design features, landscape and plantings.
- 2.4 The CONSULTANT will provide engineering and CAD drafting support to support FWD's, CO's, and design revisions requested by the agency.
- 2.5 The CONSULTANT will attend the preliminary walkthrough and assist in developing the project punch list.

# Exhibit E

## EXHIBIT A

### **DELIVERABLES:**

*Field Observations and Reports.*

*Responses to Requests for Information (RFI's).*

*Material Submittal Reviews.*

*Plan, Estimates, and Quantity Revisions – Delivered to the AGENCY in PDF format.*

*Assistance with punch list items.*

### **TASK 3 – Temporary Construction Easement (TCE) Extensions/WSDOT ROW Certification (ProgramX)**

The following items are to be performed by the CONSULTANT, under this task. *See Exhibit E for ProgramX's Complete Scope and Fee.*

#### **Assumptions for Task 3:**

- Assumes twenty-six (26) Temporary Construction Easement extensions, no fee acquisitions or other property interests.
- Fee assumptions assume no design changes after the initial appraisal assignment.
- Hard costs for revised title reports, escrow, and recording fees are to be borne directly by the AGENCY.

3.1 ProgramX will continue to perform ROW services to extend the TCEs on the project, coordinate with WSDOT's Local Area Coordinator, provide full valuation services and negotiations, and facilitate closings and property owner payments in accordance with the WSDOT ROW Manual and LAG Manual including WSDOT's most recent ROW Manual updates occurring within the last 60 days. Valuations and title reports that are over 6 months old require revisions to all (26) Appraisal Waivers and redrafting of the offer packages. .

# Exhibit E

## EXHIBIT A

### ADDITIONAL SERVICES

The AGENCY may require additional services from the CONSULTANT. The scope of these services will be determined based on the unanticipated project needs or other considerations at the AGENCY's sole discretion. This work may include items identified in the current task authorizations as well as other items, which may include, but are not necessarily limited to the following:

- Ribbon Cutting Ceremony Graphics/Marketing Support
- Record Drawing Services
- Supplemental CM Support Services (Inspection/Documentation Review)

These services will be authorized under a future contract supplement if necessary. When 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 AGENCY has authorized the work and issued a notice to proceed.

# Exhibit E

**EXHIBIT D**

**PRIME CONSULTANT COST COMPUTATIONS**

Client: City of Renton

Project Name: Rainier Avenue S - Construction Engineering Support - Supplement 4

Date: September, 2025

**PSOMAS**

| Task No.   | Task Description  | Labor Hour Estimate    |                       |                    |                    |                   |                               |                       |              | Total Hours and Labor Cost Computations by Task |                     |
|--|---|------------------------|-----------------------|--------------------|--------------------|-------------------|-------------------------------|-----------------------|--------------|---|---------------------|
|  |   | Engineering Manager II | Engineering Manager I | Project Engineer I | Design Engineer II | Design Engineer I | Senior Project Manager Survey | Senior CAD Technician | Senior Admin |   |                     |
|  |   | \$276.00               | \$240.00              | \$175.00           | \$148.00           | \$140.00          | \$263.00                      | \$146.00              | \$148.00     | Hours   | Totals              |
| <b>Task 1 - Project Management</b>                         |   |                        |                       |                    |                    |                   |                               |                       |              |   |                     |
| 1.1  | Administration, Coordination and Supervision (4 Months) | 4                      | 0                     | 0                  | 0                  | 0                 | 0                             | 0                     | 0            | 4   | \$ 1,104.00         |
| 1.2  | Monthly invoicing                                       | 2                      | 0                     | 0                  | 0                  | 0                 | 0                             | 0                     | 2            | 4   | \$ 848.00           |
| 1.3  | Project Meetings (16 Meetings)                          | 8                      | 8                     | 0                  | 0                  | 0                 | 0                             | 0                     | 0            | 16  | \$ 4,128.00         |
| 1.4  | QA/QC of Deliverables                                   | 4                      | 0                     | 4                  | 0                  | 0                 | 0                             | 0                     | 0            | 8   | \$ 1,804.00         |
|  | <b>Task Total</b>                                       | <b>18</b>              | <b>8</b>              | <b>4</b>           | <b>0</b>           | <b>0</b>          | <b>0</b>                      | <b>0</b>              | <b>2</b>     | <b>32</b>                                       | <b>\$ 7,884.00</b>  |
| <b>Task 2 - Construction Engineering Support</b>           |   |                        |                       |                    |                    |                   |                               |                       |              |   |                     |
| 2.1  | Site Visits (4 Assumed)                                 | 2                      | 2                     | 4                  | 2                  | 0                 | 0                             | 0                     | 0            | 10  | \$ 2,028.00         |
| 2.2  | Contractor RFIs   | 10                     | 36                    | 18                 | 0                  | 0                 | 0                             | 0                     | 9            | 73  | \$ 15,882.00        |
| 2.3  | Review RAMs, Shop Drawings, and Samples                 | 4                      | 8                     | 12                 | 8                  | 0                 | 0                             | 0                     | 0            | 32  | \$ 6,308.00         |
| 2.4  | CAD Drafting Assistance and Design Revisions            | 2                      | 36                    | 48                 | 40                 | 16                | 0                             | 24                    | 0            | 166   | \$ 29,256.00        |
| 2.5  | Punch List Assistance                                   | 8                      | 8                     | 8                  | 0                  | 0                 | 0                             | 0                     | 0            | 24  | \$ 5,528.00         |
|  | <b>Task Total</b>                                       | <b>26</b>              | <b>90</b>             | <b>90</b>          | <b>50</b>          | <b>16</b>         | <b>0</b>                      | <b>24</b>             | <b>9</b>     | <b>305</b>                                      | <b>\$ 59,002.00</b> |
| <b>Task 3 - TCE Extensions and WSDOT ROW Certification</b> |   |                        |                       |                    |                    |                   |                               |                       |              |   |                     |
| 3.1  | See Exhibit E (ProgramX)                                | 4                      | 0                     | 0                  | 0                  | 0                 | 0                             | 0                     | 0            | 0   | \$ 1,104.00         |
|  | <b>Task Total</b>                                       | <b>4</b>               | <b>0</b>              | <b>0</b>           | <b>0</b>           | <b>0</b>          | <b>0</b>                      | <b>0</b>              | <b>0</b>     | <b>0</b>  | <b>\$ 1,104.00</b>  |
| <b>Total Labor Hours and Fee</b>                           |   | <b>48</b>              | <b>98</b>             | <b>94</b>          | <b>50</b>          | <b>16</b>         | <b>0</b>                      | <b>24</b>             | <b>11</b>    | <b>337</b>                                      | <b>\$ 67,990.00</b> |
| <b>Subconsultants</b>                                      |   |                        |                       |                    |                    |                   |                               |                       |              |   |                     |
|  |   |                        |                       |                    |                    |                   |                               |                       |              | Geotechnical and Structural Support             | \$ 2,500.00         |
|  |   |                        |                       |                    |                    |                   |                               |                       |              | ProgramX  | \$ 24,227.50        |
|  |   |                        |                       |                    |                    |                   |                               |                       |              | Subtotal  | \$ 26,727.50        |
|  |   |                        |                       |                    |                    |                   |                               |                       |              | Administrative Charge (5%)                      | \$ -                |
|  |   |                        |                       |                    |                    |                   |                               |                       |              | <b>Total Subconsultant Expense</b>              | <b>\$ 26,727.50</b> |
| <b>Reimbursable Direct Non-Salary Costs</b>                |   |                        |                       |                    |                    |                   |                               |                       |              |   |                     |
|  |   |                        |                       |                    |                    |                   |                               |                       |              | Mileage at current IRS rate                     | \$ -                |
|  |   |                        |                       |                    |                    |                   |                               |                       |              | Reproduction Allowance                          | \$ -                |
|  |   |                        |                       |                    |                    |                   |                               |                       |              | <b>Total Reimbursable Expense</b>               | <b>\$ -</b>         |
|  |   |                        |                       |                    |                    |                   |                               |                       |              | <b>Total Estimated Budget</b>                   | <b>\$ 94,717.50</b> |



# Exhibit E

## RIGHT OF WAY CONSULTANTS ACQUISITION, RELOCATION AND PROGRAM MANAGEMENT

September 4, 2025

**To: Jason Fritzler, Psomas**

**Re: City of Renton: Rainier Ave Phase 4 – Amendment Request**

Dear Mr. Fritzler:

As you know, in December 2024, our team initiated its efforts to develop conveyance documents, WSDOT-compliant Appraisal Waivers, and City and state compliant offer packages as part of our scope to acquire (26) temporary construction easement (TCE) extensions in support of the project's construction efforts.

All documentation was developed by our team and subsequently approved by the City and its legal review team expeditiously following Notice to Proceed. Unfortunately, we were unable to proceed with presenting and securing these property rights due to evolving pre-certification review complications between WSDOT and City management lasting approximately seven to eight months. That said, we've been notified recently that these oversight issues are resolved and that our team will shortly be given approval to make offers.

The complicating factors at this point, and the purpose of this contract amendment request, is that all valuations are now over six months old, as are the project's title reports, and WSDOT recently has undergone extensive updates to its Right of Way Manual in the last 60 days resulting in a total redrafting of all of the City's temporary construction easement documents. Also notable: in an unprecedented compliance order for all local public agencies, WSDOT is now requiring pre-approval on all Administrative Settlement Justifications on a parcel-by-parcel basis for negotiations settlements \$1 or more above Fair Market Value. It is difficult to estimate how much more effort this WSDOT review will cost, but we will be diligent to secure these approvals as efficiently and quickly as possible.

Regarding our increased fee request, the revisions to all (26) Appraisal Waivers and redrafting of all of the offer packages are effectively a restart of most of our efforts. Our original fee for these efforts was approximately \$75K. Leveraging the efforts we've already made; however, we can revise the Appraisal Waivers, redraft all the TCE's and offer packages for approximately \$24K. The labor breaks down as follows:

|   |                     |
|---|---------------------|
| • 125 Hours at Senior Agent Rate of \$162.50:                   | \$20,312.50         |
| • 18 Hours at Senior Project Manager Rate of \$217.50:          | \$3,915             |
| <b>Total Contract Amendment Request:</b>                        | <b>\$24,227.50</b>  |
| <b>Revised Total Contract Amount: (\$24,227.50 + \$134,810)</b> | <b>\$159,037.50</b> |

As always, if you have questions about the above, we're always open to working through any scope or fee concerns as they arise and look forward to completing this project for the City!

Sincerely,

Hutch Goodman  
Principal - ProgramX

### CONTACTS

2502 Jefferson Ave, Tacoma, WA 98402  
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 [info@pxrow.com](mailto:info@pxrow.com)