

**RESOLUTION 2026-M**

**A RESOLUTION OF THE TOWN OF EATONVILLE, WASHINGTON  
AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES  
CONSULTANT AGREEMENT WITH PSOMAS FOR DESIGN OF RIDGE  
ROAD WEST AND MADISON AVE SOUTH OVERLAY**

**WHEREAS**, the Eatonville Town Council approved Resolution 2026-YY on December 8, 2025, accepting a grant from the Transportation Improvement Board (TIB) to fund the 2027 Overlay project; and

**WHEREAS**, the Town is in need of a professional consulting firm to complete plans, specifications and estimates for this project; and

**WHEREAS**, the Town has a match of \$35,585 and wishes to utilize funds from the REET fund to cover this financial burden to the Town; and

**WHEREAS**, the Town has a good working relationship with Psomas and has received good customer service as well as technical support and wishes to continue to utilize them for consulting on design and engineering services; now, therefore,

**THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, WASHINGTON,  
HEREBY RESOLVES AS FOLLOWS:**

**THAT:** The Town Council approves, and the Mayor is authorized to execute on behalf of the Town, the attached professional services agreement with Psomas for 2027 Overlay project, not to exceed \$59,622.

**PASSED** by the Town Council of Town of Eatonville and attested by the Town Clerk in authentication of such passage this 13<sup>th</sup> day of April 2026.

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Emily McFadden, Mayor

ATTEST:

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Miranda Doll, Town Clerk

RESOLUTION 2026-M

**TOWN OF EATONVILLE PROFESSIONAL SERVICES AGREEMENT**

THIS Agreement is made effective as of the \_\_\_\_ day of \_\_\_\_\_, 2026, by and between

TOWN OF EATONVILLE, WASHINGTON (“**TOWN**”)  
210 Center Street West  
P.O. Box 309  
Eatonville, WA 98328  
Contact: Mayor Emily McFadden                      Phone: 360.832.3361  
mayor@eatonville-wa.gov

and

PSOMAS Inc. (“**CONSULTANT**”)  
2502 Jefferson Ave.  
Tacoma, WA 98402  
Contact: Terry Wright                                      Phone: 253.627.0720  
Terry.wright@psomas.com

for professional services in connection with the following Project(s): Design services for Ridge Road W and Madison Ave S Overlay.

**TERMS AND CONDITIONS**

**1. Services by Consultant**

- A. Consultant shall perform the services described in the Scope of Work attached to this Agreement as Exhibit "A." The services performed by the Consultant shall not exceed the Scope of Work without prior written authorization from the Town.
- B. The Town may from time to time require changes or modifications in the Scope of Work. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to the Agreement.

**2. Compensation**

TIME AND MATERIALS. Compensation for these services shall be on a time and material basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit “B.”

**3. Payment**

- A. Consultant shall maintain time and expense records and provide them to the Town monthly, along with monthly invoices in a format acceptable to the Town for work performed to the date of the invoice.
- B. All invoices shall be paid by Town within sixty (60) days of receipt of a proper invoice.

- C. Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by Town representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Copies shall be made available on request.
- D. If the services rendered do not meet the requirements of the Agreement, Consultant will correct or modify the work to comply with the Agreement. Town may withhold payment for such work until the work meets the requirements of the Agreement.

**4. Discrimination and Compliance with Laws**

- A. Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.
- B. Consultant shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.
- C. Consultant shall obtain a Town of Eatonville business license prior to receipt of written Notice to Proceed.
- D. Violation of this Paragraph 5 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by Town, in whole or in part, and may result in ineligibility for further work for Town.

**5. Suspension and Termination of Agreement**

- A. This Agreement may be terminated by the Town at any time upon the default of the Consultant or upon public convenience, in which event all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to Town, and Consultant shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein. Consultant shall not be entitled to any reallocation of cost, profit or overhead. Consultant shall not in any event be entitled to anticipated profit on work not performed because of such termination. Consultant shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination. If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the Town resulting from such default(s) shall be deducted from any money due or coming due to the Consultant. The Consultant shall bear any extra expenses incurred by the Town in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the Town by reason of such default.
- B. The Town may suspend this Agreement, at its sole discretion, upon one week's advance notice to Consultant. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to the Consultant's reasonable expenses, and shall be subject to verification. The Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

**6. Standard of Care**

Consultant represents and warrants that it has the requisite training, skill and experience necessary to provide the services under this agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant under this agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

**7. Ownership of Work Product**

All data materials, reports, memoranda, and other documents developed under this Agreement whether finished or not shall become the property of Town, shall be forwarded to Town at its request and may be used by Town as it sees fit. Upon termination of this agreement pursuant to paragraph 6 above, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to Town. Town agrees that if it uses products prepared by Consultant for purposes other than those intended in this Agreement, it does so at its sole risk and it agrees to hold Consultant harmless therefrom.

**8. Indemnification/Hold Harmless**

Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the work hereunder. All work shall be done at Consultant's risk. To the fullest extent permitted by law and subject to the following conditions, Consultant agrees to indemnify, defend, save and hold harmless the Town, its officials, employees and agents (defined in this paragraph as "Indemnified Parties") from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses, on such claims and in proving the right to indemnification, incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the acts or omissions of Consultant, its Subcontractors of any tier, their agents, and anyone directly or indirectly employed by them or anyone for whose acts they are be liable (defined in this paragraph as "Indemnitor" or "Indemnitors").

In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against Consultant, the Town retains the right to participate in said suit if any principle of public law is involved. Consultant agrees to being added by the Town as a party to any arbitration or litigation with third parties in which the Town alleges indemnification or contribution from Consultant, any of its Subcontractors of any tier, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. Consultant agrees that all of its Subcontractors of any tier will, in their subcontracts, similarly stipulate; in the event any does not, Consultant shall be liable in place of such Subcontractor(s) of any tier.

To the fullest extent allowed by law, this indemnity and hold harmless shall include any claim made by an employee of Consultant or Subcontractor or agent of Consultant, even if Consultant is thus otherwise immune from liability pursuant to Title 51 RCW. Consultant for itself, and its Subcontractors and agents, specifically and expressly waive the right to assert against the indemnities any immunity that may be granted it under the Title 51 RCW. Consultant shall include such waiver in all agreements with Subcontractors. Consultant specifically acknowledges that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that Consultant provide the broadest scope of indemnity permitted by RCW 4.24.115.

Neither this paragraph nor any other part of this Agreement shall obligate Consultant to defend or indemnify against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Indemnified Parties, their agents or employees; provided that Consultant shall be obligated to indemnify against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) an Indemnified Party or the its agents or employees, and (b) Indemnitors, to the extent of Indemnitors' negligence.

## 9. Insurance

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

### A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The Town shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Town.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

### B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respect the Town. Any insurance, self-insurance, or insurance pool coverage maintained by the Town shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Town.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

Consultant shall furnish the Town with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

**10. Assigning or Subcontracting**

Consultant shall not assign, transfer, subcontract or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the Town, which consent may be withheld in the sole discretion of the Town.

**11. Independent Contractor**

Consultant is and shall be at all times during the term of this Agreement an independent contractor. The Consultant, its subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to Town employees. The Consultant, subcontractors, agents and employees shall not have the authority to bind Town any way except as may be specifically provided herein.

**12. Notice**

Any notices required to be given by the Town to Consultant or by Consultant to the Town shall be in writing and delivered to the parties at the following addresses:

Town:

Eric Phillips  
Town Administrator  
210 Center Street West  
P.O. Box 309  
Eatonville, WA 98328  
Phone: 360.832.3361

Consultant:

Terry Wright  
Vice President, Psomas Inc.  
2502 Jefferson Ave., Tacoma, WA 98402  
Phone: 253.627.0720

**13. Disputes**

Any action for claims arising out of or relating to this Agreement shall be governed by the laws of the State of Washington. Venue shall be in Pierce County Superior Court.

**14. Attorneys Fees**

In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney's fees from the other party.

**15. Extent of Agreement/Modification**

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

TOWN OF EATONVILLE

CONSULTANT

By: \_\_\_\_\_  
Emily McFadden  
Mayor

By: \_\_\_\_\_  
Name: Terry Wright  
Title: Vice President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Miranda Doll  
Town Clerk



Exhibit A

**Town of Eatonville  
Ridge Road W & Madison Ave S Overlay**

**Scope of Work**

Psomas  
March 13, 2026

**A. PROJECT UNDERSTANDING**

The following Scope of Work outlines the effort required to complete Plans, Specifications, and Estimates for the Ridge Road W & Madison Ave S Overlay Project. This project will be funded through a combination of Transportation Improvement Board (TIB) grant funds and local funds to include asphalt overlay of Ridge Road W from Maple Dr N to Orchard Ave N & Madison Ave S from Alder Street E to Center Street E including ADA Ramp replacement, and utility adjustment to grade in the Town of Eatonville. This scope will reference a Town-funded project called Ridge Road W, Madison Ave S, Pennsylvania Ave N, & Larson St W Improvements, which will be designed in parallel and bid concurrently.

**B. ASSUMPTIONS**

The following assumptions were made to establish a scope and budget for this project:

- Right-of-way or easement acquisition will not be required.
- Asphalt overlay of Ridge Road W and Madison Ave S will be funded through TIB.
- Plans will be developed using AutoCAD 2024 Civil 3D using Psomas drafting standards.
- Construction Stormwater General Permit and Stormwater Report will not be required.
- Contract documents will be submitted to the Transportation Improvement Board (TIB) for review and approval.
- The project will conduct maintenance activities and is therefore categorically exempt from SEPA per WAC 197-11-800(3).
- No geotechnical work will be performed for this project.
- Construction management services are not included in this scope and may be included in a future scope.

**C. TOWN OF EATONVILLE-PROVIDED ITEMS**

The Town of Eatonville will provide/prepare the following, if available:

- Mailing and postage for public notices
- Sewer and water as-builts, including side sewer and water service locations
- Street as-builts
- Permit fees
- Town will lead public outreach efforts by distributing flyers, meeting with property owners, or by other methods

Exhibit A

**D. SCOPE OF WORK**

**TASK 1 – MANAGEMENT / COORDINATION / ADMINISTRATION**

This task covers the effort to manage the contract and to ensure the project meets the Town's expectations for schedule, budget, and quality of project. This Scope of Work assumes a twelve (12)-month contract duration:

- 1.1 Provide project administrative services including:
  - Preparation of monthly invoices
  - Preparation of monthly progress reports including amount spent and amount remaining for each task
  - Maintaining project files
  - Record keeping and project closeout
- 1.2 Provide project management services including:
  - Project staff management and coordination
  - Psomas design team coordination meetings
  - Monitoring schedule and budget
  - Miscellaneous correspondence including letters, emails, and phone calls
  - Coordination with TIB for final review and approval
- 1.3 QA/QC Reviews
  - Provide senior-level review of all submittals
  - Provide constructability review of the final submittal

Task 1 Deliverables:

- Monthly invoices with progress reports
- QA/QC Documentation

**TASK 2 – SURVEY AND BASE MAPPING**

- 2.1 Psomas shall prepare base maps using the following methods:
  - Features to be field surveyed may include the edge of pavement, surface castings, pavement markings and related surface features with no measure downs.
  - The base map may be supplemented with field measurements, available record drawings, and/or aerial map information.
  - Right-of-way lines will not be provided for this Scope of Work, GIS will be supplemented in to provide reference ROW and parcel lines.

Task 2 Deliverable:

- Base Map (PDF Format)
- Copies of field notes and photos (PDF Format)

Task 2 Assumptions:

- Title Reports will not be needed.
- Survey data from the Ridge Road W, Madison Ave S, Pennsylvania Ave N, & Larson St W Improvements project will be incorporated and shown in the plans.
- No survey required outside of existing right-of-way.

## Exhibit A

### **TASK 3 – 30% DESIGN**

3.1 Psomas shall prepare 30% plans and cost estimate. The following is the anticipated sheet count:

- 1 Cover Sheet
- 1 Legend & Abbreviations
- 1 Typical Roadway Sections and Details
- 2 Site Preparation, TESC
- 2 Roadway and Channelization Plan
- 1 ADA Ramp Detail Sheet

**8 Total Sheets**

#### Task 3 Deliverables:

- 30% Plans and Estimate (Electronic PDF) via E-Transmit

#### Task 3 Assumptions:

- No pavement cores will be acquired.
- Pavement repair is limited to an edge grind and overlay or pulverize existing asphalt, compact and overlay. Any alternative methods will require additional scoping including but not limited to roadway cores.
- There will be no vertical design or profiles for this project.
- Traffic Control Plans will not be developed for this project.
- Up to three (3) ADA curb ramps will be designed along Madison Ave S and included as an alternative bid item.
- Any curb ramps outside of ROW will be excluded from the bid set.

### **TASK 4 – 90% DESIGN**

4.1 Psomas shall address any 30% comments and prepare the 90% plans and cost estimate for review and approval by the Town and TIB. The anticipated sheet count is the same as listed in Task 3.1.

4.2 Psomas will prepare specifications for review and approval by the Town. Specifications will be based on the 2026 WSDOT Standard Specifications, using contract boilerplate and general special provisions if provided by the Town.

4.3 Psomas will complete an EZ-1 form for work performed with TIB funding for the overlays on Ridge Road W and Madison Ave S. As per discussions with DAHP (email between Alicia Valentino, Psomas, and Maureen Elenga, DAHP, on March 9, 2026), a cultural resources assessment will not be required for these project elements.

#### Task 4 Deliverables:

- 90% Plans, Estimate, and Specifications (Electronic PDF) via E-Transmit
- EZ-1 Form

#### Task 4 Assumptions:

- The Contract Legal, General, and Technical Specifications will be based on the 2026 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction.
- An alternative bid will be prepared within the limits of the project sheets listed in task 3.1. No additional sheets will be prepared.

## Exhibit A

### **TASK 5 – BID DOCUMENTS & BID ASSISTANCE**

- 5.1 Psomas shall address any 90% comments and prepare the Bid Document plans, specifications, and cost estimate for review and approval by the Town and TIB. The anticipated sheet count is the same as listed in Task 3.1.
- 5.2 Psomas will finalize Bid Documents and assist with coordination for the online project advertisement at the Builders Exchange of Washington (BXWA) website. The Town is responsible for all fees associated with advertising the project through BXWA.com.
- 5.3 Psomas will provide bid assistance including:
- Preparing addenda and responding to bidder questions relayed through the Town. It is assumed Psomas will prepare up to two (2) addenda.
  - Psomas shall attend the bid opening, verify bids for accuracy, prepare bid tabulation, and provide a Recommendation for Award letter.
  - Psomas shall consolidate all addenda items and prepare a Conformed Set of Plans, Specifications, and Cost Estimate for the Town's use and files.

#### Task 5 Deliverables:

- Bid Document Plans, Estimate, and Specifications (Electronic PDF) via E-Transmit
- Up to two (2) addenda and response to bidder questions
- Bid Tabulation: (Electronic PDF)
- Recommendation for Award letter: (Electronic PDF)
- Conformed Set: (Electronic PDF)

### **ADDITIONAL SERVICES**

The Town may require other services of the Consultant. The scope of these services will be determined based on unanticipated project needs or other considerations, at the sole discretion of the Town. This work may include, but is not necessarily limited to the following:

- Construction services, such as construction management, inspection, construction surveying and staking, record drawings or as-built preparation

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

**P S O M A S**

**EXHIBIT B  
PRIME CONSULTANT COST COMPUTATIONS**

Client: Town of Eatonville  
Ridge Road & Madison Street Overlay  
Project Name: 9EAT011XXXX  
Psomas Project Number: 3/13/2026  
Date:

Task No.	Task Description	Labor Hour Estimate											Total Hours and Labor Cost Computations by Task			
		Principal	Senior Engineer II	Project Engineer I	Design Engineer III	Senior Project Manager Survey	Survey Crew II (W/Equip)	Project Surveyor II	Surveyor III	Cultural Resources Manager	Cultural Resources GIS/Tech	CAD Technician	Office Admin	Office Assistant	Hours	Totals
<b>Task 1 - Management / Coordination / Administration</b>		\$318.00														
1.1	Admin Services	4	12									8	8	32	\$	5,960.00
1.2	Project Management Services		12											12	\$	2,856.00
1.3	QA/QC Reviews		12	8										20	\$	4,304.00
	<b>Task Total</b>	<b>4</b>	<b>36</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>8</b>	<b>64</b>	<b>\$</b>	<b>13,120.00</b>
<b>Task 2 - Survey and Base Mapping</b>																
2.1	Survey and Base Map					1		40		32				73	\$	17,386.00
	<b>Task Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>40</b>	<b>32</b>	<b>0</b>	<b>32</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>73</b>	<b>\$</b>	<b>17,386.00</b>
<b>Task 3 - 30% Design</b>																
3.1	30% Plans and Cost Estimate		4	6	42									84	\$	13,310.00
	<b>Task Total</b>	<b>0</b>	<b>4</b>	<b>6</b>	<b>42</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>32</b>	<b>0</b>	<b>0</b>	<b>84</b>	<b>\$</b>	<b>13,310.00</b>
<b>Task 4 - 90% Design</b>																
4.1	90% Plans & Cost Estimate		2	4	16									22	\$	3,824.00
4.2	90% Specifications		2	2	8									12	\$	2,150.00
4.3	EZ-1													4	\$	770.00
	<b>Task Total</b>	<b>0</b>	<b>4</b>	<b>6</b>	<b>24</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>38</b>	<b>\$</b>	<b>6,744.00</b>
<b>Task 5 - Bid Documents &amp; Bid Assistance</b>																
5.1	Bid Doc Plans & Cost Estimate		2	6										8	\$	1,562.00
5.2	Bid Coordination		2	6										16	\$	2,426.00
5.3	Bid Assistance		4	18										30	\$	5,074.00
	<b>Task Total</b>	<b>0</b>	<b>8</b>	<b>30</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>16</b>	<b>54</b>	<b>\$</b>	<b>9,062.00</b>
<b>Total Labor Hours and Fee</b>		<b>4</b>	<b>52</b>	<b>50</b>	<b>66</b>	<b>1</b>	<b>40</b>	<b>32</b>	<b>0</b>	<b>32</b>	<b>0</b>	<b>0</b>	<b>24</b>	<b>313</b>	<b>\$</b>	<b>59,622.00</b>
														<b>Total Estimated Budget \$</b>		<b>59,622.00</b>