



October 14, 2019

To: Mayor Sean Kelly and Councilors
From: Tawni Dalziel, P.E., Community Development/Public Works Director
Subject: **Farmers Market Relocation Project Proposal**

Background

The Maple Valley Farmer's Market is a vibrant community gathering place for the residents of the City of Maple Valley. With its live music, food vendors, and special community events, the Maple Valley Farmer's Market lives up to its program axiom, "the Saturday Place to be!" The Farmer's Market currently resides at Rock Creek Elementary School on Saturdays from mid-June to late September. Managers of the Farmer's Market have expressed a desire to expand operations with a greater number of vendor booths and an earlier start to the summer programming. However, available parking at Rock Creek Elementary School (approximately 2 acres) limits this expansion. Often, overflow parking spills onto neighboring local roads and State Route 169. The City of Maple Valley, as a long time sponsor, has committed to helping the Farmers Market grow by providing a new location at the City owned Legacy Site.

The forested 54-acre Legacy Site (Tax Parcel Nos. 2722069159 and 4127000805) is located off of Washington State Route 169 and is owned by the City of Maple Valley. The Legacy Site bridges residential neighborhoods to the north and commercial zoning to the south. It lies to the west of Rock Creek Elementary School and to the east of Lake Wilderness and the King County Green to Cedar River Trail. There is currently no zoning designation for the Legacy Site parcels.

The proposed location of the Farmers Market Relocation Project is on the eastern property boundary with SR 169. A natural sloped grade break bounds the proposed site location to the west. Separation of residential to the north and SR 169 are recommended to provide a tree and sound buffer. The Farmers Market is expected to be designed on one acre with four acres of associated parking. Staff understands City Council desire to make the Farmer's Market visible from SR 169 while maintaining as many of the trees on site as possible.

Discussion

At the September 9, 2019 City Council Regular Meeting, the City Manager's report included an update on the status of the Legacy Site which included work on the Farmers Market Relocation Project. On September 13, City staff issued a Request for Qualifications to six qualified firms

selected off the Washington State MRSC Roster. Four firms submitted Statements of Qualifications and Johnston Architects was selected as the most qualified consultant to design the Farmer's Market Relocation Project. Johnston Architects was the design consultant for the Maple Valley King County Library which has been praised by the City Council as the type of construction they envision for the Farmer's Market Relocation Project.

The scope of work includes the design for construction of a farmers market with access from State Route 169, associated parking lot, water and electrical services, and covered pavilion. The relocation will be temporary (3 to 7 years) until a future permanent Public Market is developed on the western side of the Legacy Site. Forward thinking and planning for full Legacy Site development will be considered. Architectural and civil site engineering experience will be needed to design a successful project. The design is proposed to be completed by February 2020 to allow winter/spring construction and a Farmer's Market opening by June 2020. Deliverables will include 50, 90, and 100% Plans, Specification, and Estimates, as well as all permitting.

Fiscal Impact

The adopted 2019-2020 biennial budget includes \$820,000 for the temporary relocation of the Maple Valley Farmer's Market to the Legacy Site (F-03). An additional \$154,000 has been allocated from the Washington State Department of Commerce for utility corridor infrastructure design.

Recommendation

Staff recommends the City Council approve proposed Resolution No. R-19-1389 authorizing the City Manager to execute an agreement with Johnston Architects to provide professional services for the Farmer's Market Relocation Project in an amount "not to exceed" \$150,000 and administer a management reserve in the amount of \$15,000 (10%).

Options

1. Approve Resolution No. R-19-1389 authorizing the City Manager to execute a professional services contract with Johnston Architects and to administer a 10% management reserve.
2. Do not approve Resolution No. R-19-1389.
3. Take some other action.

Attachments

1. Resolution R-19-1389 – Farmer's Market Relocation Project
2. Professional Services Contract - Farmer's Market Relocation Project – Johnston Architects

CITY OF MAPLE VALLEY, WASHINGTON

RESOLUTION NO. R-19-1389

A RESOLUTION OF THE CITY OF MAPLE VALLEY, WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH JOHNSTON ARCHITECTS TO DESIGN THE FARMERS MARKET RELOCATION PROJECT.

WHEREAS, the City Council of the City of Maple Valley directed staff to manage the design and construction of the Farmers Market relocation to the Legacy Site; and

WHEREAS, the Farmers Market is currently located at Rock Creek Elementary School where parking often overflows onto neighboring local streets and State Route 169; and

WHEREAS, expansion of the Farmers Market is limited at Rock Creek Elementary School due to parking limitations; and

WHEREAS, staff solicited Requests for Qualifications with six qualified firms selected from the MRSC Roster in which four firms submitted Statements of Qualifications; and

WHEREAS, Johnston Architects was selected as the most qualified firm to design the Farmers Market Relocation Project.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MAPLE VALLEY, WASHINGTON, DO RESOLVE AS FOLLOWS:

Section 1. Authorization. The City Manager is hereby authorized to execute a Professional Services Agreement with Johnston Architects to provide professional services in the design for construction of the Farmers Market Relocation Project in an amount “not to exceed” \$150,000 and administer a management reserve (10%) in the amount of \$15,000 (10%). A copy of Professional Services Agreement C-19-_____ has been filed with the City Clerk and identified with Clerk's Receiving No. _____.

PASSED BY THE CITY COUNCIL AT A REGULAR BUSINESS MEETING THEREOF ON THE 14th DAY OF OCTOBER 2019.

Sean Kelly, Mayor

ATTEST:

Shaunna Lee-Rice, City Clerk

APPROVED AS TO FORM:

Patricia Taraday, City Attorney

CITY OF MAPLE VALLEY
AGREEMENT FOR PROFESSIONAL SERVICES
Contract No. _____
Service Provider: Johnston Architects

This Agreement is entered into by and between the CITY OF MAPLE VALLEY, WASHINGTON, a municipal corporation hereinafter referred to as “City,” and Johnston Architects, a Washington limited partnership, hereinafter referred to as “Service Provider.”

RECITALS

WHEREAS, the City desires to have certain services and/or tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient City resources are not available to provide such services; and

WHEREAS, the Service Provider represents that the Service Provider is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

TERMS

1. Scope of Services; Compliance with Law

The Service Provider shall perform the services outlined in Exhibit “A” of this Agreement. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services. The Service Provider shall perform the Work diligently and completely and in accordance with professional standards of conduct and performance.

2. Compensation

A. The City shall pay the Service Provider:

According to the rates set forth in Exhibit “ A ”

A sum not to exceed \$150,000

B. The City shall pay the Service Provider for services rendered and allowable expenses incurred after receipt of an invoice separately detailing such services rendered and expenses incurred during the applicable period. All invoices shall be accompanied by an Invoice Summary Form substantially in the form set forth in Exhibit “B.”

C. Vouchers are paid on the Tuesday following the second and fourth Mondays of each month, following City Council approval. Invoices must be received at least ten (10) days prior to the approval date. The Service Provider shall be paid for services rendered and allowable expenses incurred, but in no case shall the total amount paid exceed the “not to exceed” amount of

\$150,000 unless the parties mutually agree in writing to the payment of additional fees and expenses as authorized by the City. The Service Provider shall complete and return Exhibit "C," Tax Identification Number, prior to execution of this Agreement.

D. Any change or modification to this Agreement for additional services as above referenced shall be in writing and signed by the parties to this Agreement. Any compensation due for the change or modifications shall be on the same terms and conditions as set forth in this section or in a manner otherwise mutually agreed to by the parties.

3. Termination

A. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon fourteen (14) days' prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models and reports, or other material prepared by the Service Provider pursuant to this Agreement, shall be submitted to the City.

B. In the event this Agreement is terminated or suspended, the Service Provider shall be entitled to payment for all services performed and reimbursable expenses incurred up to the date of termination.

C. The City may cancel or terminate this Agreement immediately if the Service Provider's insurance coverage is canceled for any reason or if the Service Provider is unable to perform the services called for by this Agreement.

D. The Service Provider reserves the right to terminate this Agreement with not less than sixty (60) days' written notice.

E. This section shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

4. Duration

This Agreement shall be in full force and effect for a period commencing upon the later date of execution by either party and ending December 31, 2020 unless sooner terminated under the provisions of this Agreement. Time is of the essence for this Agreement in each and all of its provisions in which performance is required.

5. Ownership and Use of Documents

A. Any records, files, documents, drawings, specifications, data, or information, regardless of form or format, and all other products or materials produced by the Service Provider in connection with the services provided to the City, shall be the property of the City whether the project for which they are made is executed or not. All such documents, products, and materials shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if the documents, products, and materials prepared by the Service Provider are used for purposes other than those intended by the Agreement, the City does so at its sole risk and agrees to hold the Service Provider harmless for such use.

B. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City.

Any information relating to the services will not be released to the news media or any other source without the written permission of the City.

C. The Service Provider at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. All of the reports, information, data, records, and other related materials, prepared or assembled by the Service Provider under this Agreement are potentially subject to public disclosure pursuant to Ch. 42.56 RCW. To the extent allowed by Ch. 42.56 RCW, reports, information, data, records, and other related materials prepared or assembled by the Service Provider under this Agreement that contain information that is personal and wherein a right to privacy exists, or that falls under a statutorily-specified exemption from disclosure, will be exempt from disclosure. Generally, Chapter 42.56, R.C.W. requires disclosure of all but the most personal and sensitive information in City hands.

6. Maintenance and Inspection of Records

A. The Service Provider shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit, by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

B. The Service Provider shall retain all books, records, documents and other material relevant to this agreement, for six (6) years after its expiration. The Service Provider agrees that the City or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

7. Independent Service Provider

A. The parties intend that an independent contractor relationship will be created by this Agreement. The City will not exercise control and direction over the work of the Service Provider, and is interested primarily in the results to be achieved. Subject to paragraphs herein, the implementation of services pursuant to this Agreement will lie solely within the discretion of the Service Provider. No agent, employee, servant or representative of the Service Provider shall be deemed to be an employee, agent, servant or representative of the City for any purpose, and the employees of the Service Provider are not entitled to any of the benefits the City provides for its employees. The Service Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

B. In the performance of the services herein contemplated the Service Provider is an independent contractor with the authority to control and direct the performance of the details of the work; however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

C. As an independent contractor, the Service Provider shall be responsible for the reporting and payment of all applicable local, state, and federal taxes.

D. The City may at its sole discretion require the Service Provider to remove an employee(s), agent(s), or subcontractor(s) from employment on this Project. The Service Provider may however employ that (those) individual(s) on other non-City related projects.

8. Indemnification/Hold Harmless

A. The Service Provider shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Service Provider in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Service Provider and the City, its officers, officials, employees, and volunteers, the Service Provider's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Service Provider's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Service Provider's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

B. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

9. Insurance

A. The Service Provider 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 Service Provider, its agents, representatives, or employees.

B. No Limitation. Service Provider's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Service Provider to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

Minimum Scope of Insurance

C. Service Provider shall obtain insurance of the types and coverage 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 at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Service Provider's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO OG 20 26.

3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4) Professional Liability insurance appropriate to the Service Provider's profession.

Minimum Amounts of Insurance

D. Service Provider 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.

E. 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 Service Provider's insurance coverage policies are to contain, or be endorsed to contain that they shall be primary insurance, with exception to professional liability, with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Service Provider's insurance and shall not contribute with it.

2) The Service Provider'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 City.

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

G. Verification of Coverage. Service Provider shall furnish the City 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 Service Provider before commencement of the work.

H. Notice of Cancellation. The Service Provider shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

I. Failure to Maintain Insurance. Failure on the part of the Service Provider to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Service Provider to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Service Provider from the City.

J. Sub-Service Providers. The Service Provider shall include all sub-Service Providers as insureds under its policies or shall furnish separate certificates and endorsements for

each sub-Service Provider. All coverage for sub-Service Providers shall be subject to all of the same insurance requirements as stated herein for the Service Provider.

K. **City Full Availability of Service Provider Limits.** If the Service Provider maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Service Provider, irrespective of whether such limits maintained by the Service Provider are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Service Provider.

10. Treatment of Assets

Title to all property furnished by the City shall remain in the name of the City and the City shall become the owner of the work product and other documents, if any, prepared by the Service Provider pursuant to this Agreement.

11. Political Activity Prohibited

None of the funds, materials, property or services provided directly or indirectly under the Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

12. Assignment and Subcontracting

A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment.

B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.

C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.

13. Nondiscrimination

A. The City is an equal opportunity employer.

B. **Nondiscrimination in Employment.** In the performance of this Agreement, the Service Provider will not discriminate against any employee or applicant for employment on the grounds of race, religion, creed, color, national origin, sex, marital status, disability, sexual orientation, age or other basis prohibited by state or federal law; unless based upon a bona fide occupational qualification. The Service Provider shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

C. **Nondiscrimination in Services.** The Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race,

religion, creed, color, national origin, sex, marital status, disability, sexual orientation, age or other basis prohibited by state or federal law.

D. If any assignment and/or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

14. General Administration and Management

The City's contract manager shall be the Director of Public Works/Community Development or his/her designee.

15. Changes

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

16. Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party), and given personally, by registered or certified mail, return receipt requested, or by a nationally recognized overnight courier service. Notices sent by registered or certified mail shall be effective on the date the return receipt was signed. Notices sent by nationally recognized overnight courier service shall be effective on the date of receipt. A courtesy copy of notice may be provided by facsimile but will not suffice as required written notice under the terms of this Agreement.

To the City:
City of Maple Valley
Laura K. Philpot
City Manager
P.O. Box 320 (mailing address)
22017 SE Wax Road, Suite 200
Maple Valley, WA 98038
425-413-8800; fax 425-413-4282

To the Service Provider:
Johnston Architects
Ray Johnston
100 NE Northlake Way.
Seattle, WA 98105
206.523.6150
[Click here to enter text.](#)

17. Attorney Fees and Costs

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

18. Interpretation and Venue

A. This Agreement has been and shall be construed as having been made and delivered with the State of Washington and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in King County, Washington.

19. Severability

A. If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

20. Entire Agreement; Waiver

This Agreement contains a complete integrated understanding and agreement between the parties and supersedes any understanding, agreement, or negotiations whether oral or written not set forth herein or in any written amendments hereto duly executed by both parties. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

CITY OF MAPLE VALLEY

Johnston Architects



Laura K. Philpot
City Manager

By: Ray Johnston
Title: Partner

Date: _____

Date: October 10, 2019_____

Attest:

Shaunna Lee-Rice, City Clerk

Approved as to form:

Patricia Taraday, City Attorney

Attachments: Exhibits "A," "B," and "C"

Authorizing Resolution _____

EXHIBIT A

SCOPE OF WORK

1. Schematic Design: **Task 100** (October)
 - * Develop two solutions at a conceptual level
 - * Meet with MV staff to review.
 - * Refine single solution Schematic Design package.
 - * Present to MV personnel.
2. Design Development: **Task 200** (November)
 - * Refine preferred solution with preferred pavilion.
 - * Develop layout of utilities and dimensioned site plan.
 - * Develop sections, seminal details for Pavilion and any other critical site features.
 - * Develop SEPA checklist and draft contents of Site Development and Forest Practices
3. Construction Documents: **Task 300** (December - January) 90% due January 10
 - * Develop Construction Documents reflecting MV input.
 - * Complete materials for and assist in application for SEPA, Site Development and Forest Practices Permit at 50%. SEPA review 6 weeks.
 - * Develop 100% Construction Documents and assist in remaining permit applications.
 - * City will conduct one week review.
 - * Conduct QA/QC review, incorporate permit corrections and other refinements.
 - * Complete and publish 100% Construction Documents by February 1
4. Construction Administration (and Bidding): **Task 400** (March - April)
 - * Assist with administration of bidding and construction administration

Rates for Johnston Architects:

Partner	\$225/hr
Principal	\$150/hr
Project Architect	\$130/hr
Staff	\$100/hr

Summary of Fees:

Maple Valley Farmers Market Fee Analysis								October 10 2019
PROJECT SCOPE				Gross area				Cost
Budget				TBD				\$800,000
Task	100	Schematic Design						
		Arch	Lscp	Civil	Elec	Structural	Geotech	
	100.1	Architectural Schematic Design	\$14,000				\$14,000	
	100.2	Landscape Schematic Design		\$18,000			\$18,000	
	100.3	Civil Schematic Design			\$6,800		\$6,800	
	100.4	Electrical Schematic Design			\$2,000		\$2,050	
	100.5	Structural Schematic Design				\$3,000	\$3,000	
	100.6	Geotechnical Schematic Design					\$0	
		Deliverables	Late October Schematic design package with two options					
			Bi-weekly intermediate meeting with staff as needed					
	Total		Reimbursable expenses, tree assessment/survey not included					\$43,850
Task	200	Design Development						
		Arch	Lscp	Civil	Elec	Structural	Geotech	
	200.1	Architectural Design Development	\$10,000				\$10,000	
	200.2	Landscape Design Development		\$10,000			\$10,000	
	200.3	Civil Design Development			\$5,000		\$5,000	
	200.4	Electrical Design Development			\$3,000		\$3,000	
	200.5	Structural Design Development				\$2,000	\$2,000	
	200.6	Geotechnical Design Development					\$5,000	
		Deliverables	Late November DD package with refined version of one option					
			Bi-weekly intermediate meeting with staff as needed					
	Total		Reimbursable expenses, tree assessment/survey not included					\$35,000
Task	300	Construction Documents						
		Arch	Lscp	Civil	Elec	Structural	Geotech	
	300.1	Architectural Construction Documents	\$24,000				\$24,000	
	300.2	Landscape Construction Documents		\$4,000			\$4,000	
	300.3	Civil Construction Documents			\$20,000		\$20,000	
	300.4	Electrical Construction Documents			\$5,200		\$5,200	
	300.5	Structural Construction Documents				\$5,000	\$5,000	
	300.6	Geotechnical Construction Documents					\$0	
		Deliverables	Late January CD package with bid and permit documents					
			Bi-weekly intermediate meeting with staff as needed					
	Total		Reimbursable expenses, tree assessment/survey not included					\$58,200
Task	400	Construction Administration						
		Arch	Lscp	Civil	Elec	Structural	Geotech	
	400.1	Architectural Construction Administration	\$4,000				\$4,000	
	400.2	Landscape Construction Administration		\$0			\$0	
	400.3	Civil Construction Administration			\$4,650		\$4,650	
	400.4	Electrical Construction Administration			\$2,500		\$2,500	
	400.5	Structural Construction Administration				\$1,000	\$1,000	
	400.6	Geotechnical Construction Administration					\$800	
		Deliverables	Late February Bids					
			March -April Construction					
			Bi-weekly intermediate meeting with staff as needed					
	Total		Reimbursable expenses, tree assessment/survey not included					\$12,950
Check Total							\$150,000	

**EXHIBIT B
CITY OF MAPLE VALLEY INVOICE SUMMARY FORM**

**Attn: Accounts Payable
P.O. Box 320, Maple Valley, WA 98038
(425) 413-8800; Fax (425) 413-4282**

**or
Scan Invoice to finance2@maplevalleywa.gov**

City Contract No.: _____ Invoice No.: _____ Invoice Date: _____

Consultant: _____

Mailing Address: _____

Invoice Contact Name: _____ Telephone: _____

Reporting Period: _____

Amount of Invoice: \$ _____

Attach Invoice to describe services performed this period.

BUDGET SUMMARY:

Total Contract Amount \$ _____

Previously Submitted for Payment \$ _____

Current Request \$ _____

Total Requested to Date \$ _____

Balance Remaining \$ _____

Consultant Signature: _____

By: _____ Date: _____

Print name: _____

Title: _____

Vouchers are paid on the Tuesday following the second and fourth Mondays of each month, following City Council approval. Invoices must be received at least ten (10) days prior to the approval date. The Consultant shall be paid for services rendered and allowable expenses incurred, but in no case shall the total amount paid exceed the “not to exceed amount of \$150,000, unless the parties mutually agree in writing to the payment of additional fees and expenses as authorized by the City. The Consultant shall complete and return Exhibit “C,” Tax Identification Number, prior to execution of this Agreement.

For Department Use Only

Approved for Payment:

Vendor No.: _____

Budget No.: _____

Signature: _____

Date: _____

Professional Services Agreement

Exhibit B

Page 3 of 4

EXHIBIT C

**This Exhibit has been replaced with the W-9 Form.
Please print 2 copies of the W-9 Form and include it with your contracts as Exhibit C.**

[W-9 Form Link](#)

CITY OF MAPLE VALLEY
AGREEMENT FOR PROFESSIONAL SERVICES
Contract No. _____
Service Provider: Johnston Architects

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WHEREAS, sufficient City resources are not available to provide such services; and

WHEREAS, the Service Provider represents that the Service Provider is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

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2. Compensation

A. The City shall pay the Service Provider:

According to the rates set forth in Exhibit “ A ”

A sum not to exceed \$150,000

B. The City shall pay the Service Provider for services rendered and allowable expenses incurred after receipt of an invoice separately detailing such services rendered and expenses incurred during the applicable period. All invoices shall be accompanied by an Invoice Summary Form substantially in the form set forth in Exhibit “B.”

C. Vouchers are paid on the Tuesday following the second and fourth Mondays of each month, following City Council approval. Invoices must be received at least ten (10) days prior to the approval date. The Service Provider shall be paid for services rendered and allowable expenses incurred, but in no case shall the total amount paid exceed the “not to exceed” amount of

\$150,000 unless the parties mutually agree in writing to the payment of additional fees and expenses as authorized by the City. The Service Provider shall complete and return Exhibit "C," Tax Identification Number, prior to execution of this Agreement.

D. Any change or modification to this Agreement for additional services as above referenced shall be in writing and signed by the parties to this Agreement. Any compensation due for the change or modifications shall be on the same terms and conditions as set forth in this section or in a manner otherwise mutually agreed to by the parties.

3. Termination

A. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon fourteen (14) days' prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models and reports, or other material prepared by the Service Provider pursuant to this Agreement, shall be submitted to the City.

B. In the event this Agreement is terminated or suspended, the Service Provider shall be entitled to payment for all services performed and reimbursable expenses incurred up to the date of termination.

C. The City may cancel or terminate this Agreement immediately if the Service Provider's insurance coverage is canceled for any reason or if the Service Provider is unable to perform the services called for by this Agreement.

D. The Service Provider reserves the right to terminate this Agreement with not less than sixty (60) days' written notice.

E. This section shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

4. Duration

This Agreement shall be in full force and effect for a period commencing upon the later date of execution by either party and ending December 31, 2020 unless sooner terminated under the provisions of this Agreement. Time is of the essence for this Agreement in each and all of its provisions in which performance is required.

5. Ownership and Use of Documents

A. Any records, files, documents, drawings, specifications, data, or information, regardless of form or format, and all other products or materials produced by the Service Provider in connection with the services provided to the City, shall be the property of the City whether the project for which they are made is executed or not. All such documents, products, and materials shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if the documents, products, and materials prepared by the Service Provider are used for purposes other than those intended by the Agreement, the City does so at its sole risk and agrees to hold the Service Provider harmless for such use.

B. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City.

Any information relating to the services will not be released to the news media or any other source without the written permission of the City.

C. The Service Provider at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. All of the reports, information, data, records, and other related materials, prepared or assembled by the Service Provider under this Agreement are potentially subject to public disclosure pursuant to Ch. 42.56 RCW. To the extent allowed by Ch. 42.56 RCW, reports, information, data, records, and other related materials prepared or assembled by the Service Provider under this Agreement that contain information that is personal and wherein a right to privacy exists, or that falls under a statutorily-specified exemption from disclosure, will be exempt from disclosure. Generally, Chapter 42.56, R.C.W. requires disclosure of all but the most personal and sensitive information in City hands.

6. Maintenance and Inspection of Records

A. The Service Provider shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit, by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

B. The Service Provider shall retain all books, records, documents and other material relevant to this agreement, for six (6) years after its expiration. The Service Provider agrees that the City or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

7. Independent Service Provider

A. The parties intend that an independent contractor relationship will be created by this Agreement. The City will not exercise control and direction over the work of the Service Provider, and is interested primarily in the results to be achieved. Subject to paragraphs herein, the implementation of services pursuant to this Agreement will lie solely within the discretion of the Service Provider. No agent, employee, servant or representative of the Service Provider shall be deemed to be an employee, agent, servant or representative of the City for any purpose, and the employees of the Service Provider are not entitled to any of the benefits the City provides for its employees. The Service Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

B. In the performance of the services herein contemplated the Service Provider is an independent contractor with the authority to control and direct the performance of the details of the work; however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

C. As an independent contractor, the Service Provider shall be responsible for the reporting and payment of all applicable local, state, and federal taxes.

D. The City may at its sole discretion require the Service Provider to remove an employee(s), agent(s), or subcontractor(s) from employment on this Project. The Service Provider may however employ that (those) individual(s) on other non-City related projects.

8. Indemnification/Hold Harmless

A. The Service Provider shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Service Provider in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Service Provider and the City, its officers, officials, employees, and volunteers, the Service Provider's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Service Provider's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Service Provider's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

B. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

9. Insurance

A. The Service Provider 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 Service Provider, its agents, representatives, or employees.

B. No Limitation. Service Provider's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Service Provider to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

Minimum Scope of Insurance

C. Service Provider shall obtain insurance of the types and coverage 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 at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Service Provider's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO OG 20 26.

3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4) Professional Liability insurance appropriate to the Service Provider's profession.

Minimum Amounts of Insurance

D. Service Provider 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.

E. 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 Service Provider's insurance coverage policies are to contain, or be endorsed to contain that they shall be primary insurance, with exception to professional liability, with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Service Provider's insurance and shall not contribute with it.

2) The Service Provider'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 City.

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

G. Verification of Coverage. Service Provider shall furnish the City 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 Service Provider before commencement of the work.

H. Notice of Cancellation. The Service Provider shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

I. Failure to Maintain Insurance. Failure on the part of the Service Provider to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Service Provider to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Service Provider from the City.

J. Sub-Service Providers. The Service Provider shall include all sub-Service Providers as insureds under its policies or shall furnish separate certificates and endorsements for

each sub-Service Provider. All coverage for sub-Service Providers shall be subject to all of the same insurance requirements as stated herein for the Service Provider.

K. City Full Availability of Service Provider Limits. If the Service Provider maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Service Provider, irrespective of whether such limits maintained by the Service Provider are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Service Provider.

10. Treatment of Assets

Title to all property furnished by the City shall remain in the name of the City and the City shall become the owner of the work product and other documents, if any, prepared by the Service Provider pursuant to this Agreement.

11. Political Activity Prohibited

None of the funds, materials, property or services provided directly or indirectly under the Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

12. Assignment and Subcontracting

A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment.

B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.

C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.

13. Nondiscrimination

A. The City is an equal opportunity employer.

B. Nondiscrimination in Employment. In the performance of this Agreement, the Service Provider will not discriminate against any employee or applicant for employment on the grounds of race, religion, creed, color, national origin, sex, marital status, disability, sexual orientation, age or other basis prohibited by state or federal law; unless based upon a bona fide occupational qualification. The Service Provider shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

C. Nondiscrimination in Services. The Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race,

religion, creed, color, national origin, sex, marital status, disability, sexual orientation, age or other basis prohibited by state or federal law.

D. If any assignment and/or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

14. General Administration and Management

The City's contract manager shall be the Director of Public Works/Community Development or his/her designee.

15. Changes

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

16. Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party), and given personally, by registered or certified mail, return receipt requested, or by a nationally recognized overnight courier service. Notices sent by registered or certified mail shall be effective on the date the return receipt was signed. Notices sent by nationally recognized overnight courier service shall be effective on the date of receipt. A courtesy copy of notice may be provided by facsimile but will not suffice as required written notice under the terms of this Agreement.

To the City:
City of Maple Valley
Laura K. Philpot
City Manager
P.O. Box 320 (mailing address)
22017 SE Wax Road, Suite 200
Maple Valley, WA 98038
425-413-8800; fax 425-413-4282

To the Service Provider:
Johnston Architects
Ray Johnston
100 NE Northlake Way.
Seattle, WA 98105
206.523.6150
[Click here to enter text.](#)

17. Attorney Fees and Costs

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

18. Interpretation and Venue

A. This Agreement has been and shall be construed as having been made and delivered with the State of Washington and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in King County, Washington.

19. Severability

A. If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

20. Entire Agreement; Waiver

This Agreement contains a complete integrated understanding and agreement between the parties and supersedes any understanding, agreement, or negotiations whether oral or written not set forth herein or in any written amendments hereto duly executed by both parties. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

CITY OF MAPLE VALLEY

Johnston Architects



Laura K. Philpot
City Manager

By: Ray Johnston
Title: Partner

Date: _____

Date: October 10, 2019_____

Attest:

Shaunna Lee-Rice, City Clerk

Approved as to form:

Patricia Taraday, City Attorney

Attachments: Exhibits "A," "B," and "C"

Authorizing Resolution _____

EXHIBIT A

SCOPE OF WORK

1. Schematic Design: **Task 100** (October)
 - * Develop two solutions at a conceptual level
 - * Meet with MV staff to review.
 - * Refine single solution Schematic Design package.
 - * Present to MV personnel.
2. Design Development: **Task 200** (November)
 - * Refine preferred solution with preferred pavilion.
 - * Develop layout of utilities and dimensioned site plan.
 - * Develop sections, seminal details for Pavilion and any other critical site features.
 - * Develop SEPA checklist and draft contents of Site Development and Forest Practices
3. Construction Documents: **Task 300** (December - January) 90% due January 10
 - * Develop Construction Documents reflecting MV input.
 - * Complete materials for and assist in application for SEPA, Site Development and Forest Practices Permit at 50%. SEPA review 6 weeks.
 - * Develop 100% Construction Documents and assist in remaining permit applications.
 - * City will conduct one week review.
 - * Conduct QA/QC review, incorporate permit corrections and other refinements.
 - * Complete and publish 100% Construction Documents by February 1
4. Construction Administration (and Bidding): **Task 400** (March - April)
 - * Assist with administration of bidding and construction administration

Rates for Johnston Architects:

Partner	\$225/hr
Principal	\$150/hr
Project Architect	\$130/hr
Staff	\$100/hr

Summary of Fees:

Maple Valley Farmers Market Fee Analysis								October 10 2019
PROJECT SCOPE		Gross area						Cost
Budget		TBD						\$800,000
Task	100	Schematic Design						
		Arch	Lscp	Civil	Elec	Structural	Geotech	
	100.1	Architectural Schematic Design	\$14,000				\$14,000	
	100.2	Landscape Schematic Design		\$18,000			\$18,000	
	100.3	Civil Schematic Design			\$6,800		\$6,800	
	100.4	Electrical Schematic Design			\$2,000		\$2,050	
	100.5	Structural Schematic Design				\$3,000	\$3,000	
	100.6	Geotechnical Schematic Design					\$0	
		Deliverables	Late October Schematic design package with two options					
			Bi-weekly intermediate meeting with staff as needed					
	Total	Reimbursable expenses, tree assessment/survey not included						\$43,850
Task	200	Design Development						
		Arch	Lscp	Civil	Elec	Structural	Geotech	
	200.1	Architectural Design Development	\$10,000				\$10,000	
	200.2	Landscape Design Development		\$10,000			\$10,000	
	200.3	Civil Design Development			\$5,000		\$5,000	
	200.4	Electrical Design Development			\$3,000		\$3,000	
	200.5	Structural Design Development				\$2,000	\$2,000	
	200.6	Geotechnical Design Development					\$5,000	
		Deliverables	Late November DD package with refined version of one option					
			Bi-weekly intermediate meeting with staff as needed					
	Total	Reimbursable expenses, tree assessment/survey not included						\$35,000
Task	300	Construction Documents						
		Arch	Lscp	Civil	Elec	Structural	Geotech	
	300.1	Architectural Construction Documents	\$24,000				\$24,000	
	300.2	Landscape Construction Documents		\$4,000			\$4,000	
	300.3	Civil Construction Documents			\$20,000		\$20,000	
	300.4	Electrical Construction Documents			\$5,200		\$5,200	
	300.5	Structural Construction Documents				\$5,000	\$5,000	
	300.6	Geotechnical Construction Documents					\$0	
		Deliverables	Late January CD package with bid and permit documents					
			Bi-weekly intermediate meeting with staff as needed					
	Total	Reimbursable expenses, tree assessment/survey not included						\$58,200
Task	400	Construction Administration						
		Arch	Lscp	Civil	Elec	Structural	Geotech	
	400.1	Architectural Construction Administration	\$4,000				\$4,000	
	400.2	Landscape Construction Administration		\$0			\$0	
	400.3	Civil Construction Administration			\$4,650		\$4,650	
	400.4	Electrical Construction Administration			\$2,500		\$2,500	
	400.5	Structural Construction Administration				\$1,000	\$1,000	
	400.6	Geotechnical Construction Administration					\$800	
		Deliverables	Late February Bids					
			March -April Construction					
			Bi-weekly intermediate meeting with staff as needed					
	Total	Reimbursable expenses, tree assessment/survey not included						\$12,950
Check Total								\$150,000

**EXHIBIT B
CITY OF MAPLE VALLEY INVOICE SUMMARY FORM**

**Attn: Accounts Payable
P.O. Box 320, Maple Valley, WA 98038
(425) 413-8800; Fax (425) 413-4282**

**or
Scan Invoice to finance2@maplevalleywa.gov**

City Contract No.: _____ Invoice No.: _____ Invoice Date: _____

Consultant: _____

Mailing Address: _____

Invoice Contact Name: _____ Telephone: _____

Reporting Period: _____

Amount of Invoice: \$ _____

Attach Invoice to describe services performed this period.

BUDGET SUMMARY:

Total Contract Amount \$ _____

Previously Submitted for Payment \$ _____

Current Request \$ _____

Total Requested to Date \$ _____

Balance Remaining \$ _____

Consultant Signature: _____

By: _____ Date: _____

Print name: _____

Title: _____

Vouchers are paid on the Tuesday following the second and fourth Mondays of each month, following City Council approval. Invoices must be received at least ten (10) days prior to the approval date. The Consultant shall be paid for services rendered and allowable expenses incurred, but in no case shall the total amount paid exceed the “not to exceed amount of \$150,000, unless the parties mutually agree in writing to the payment of additional fees and expenses as authorized by the City. The Consultant shall complete and return Exhibit “C,” Tax Identification Number, prior to execution of this Agreement.

For Department Use Only

Approved for Payment:

Vendor No.: _____

Budget No.: _____

Signature: _____

Date: _____

Professional Services Agreement

Exhibit B

Page 3 of 4

EXHIBIT C

**This Exhibit has been replaced with the W-9 Form.
Please print 2 copies of the W-9 Form and include it with your contracts as Exhibit C.**

[W-9 Form Link](#)