CITY OF STEVENSON
PERSONAL SERVICES CONTRACT

This contract is between the City of Stevenson, hereafter called City, and Melissa Elliott Landscape Design / Construction LLC, hereafter called Contractor. City’s Contract Administrator for this contract is City Administrator Nick Hogan.

Effective Date and Duration
This contract shall become effective on the date at which every party has signed this contract. This contract shall expire, unless otherwise terminated or extended on September 30, 2016.

Statement of Work
The statement of work and Special Terms and Conditions (if any) are contained in Exhibit A attached hereto and by this reference made a part hereof.

Consideration
City agrees to pay Contractor in accordance with rates and amounts listed in Exhibit A for accomplishment of the work including sales taxes and any allowable expenses.

Travel and other expenses
Reimbursement of travel and other expenses is allowed only in accordance with City travel policy effective at the time of contract execution except as further defined in Exhibit B.

Amendments
The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by both parties.

Terms and conditions listed on page two

CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Name: Melissa Elliott Landscape Design / Construction LLC  Address: PO Box 62
LCB: 7367  White Salmon, WA  98672
WAUBI: 603547197
Federal Tax ID No: ________________________________

Citizenship:  Non resident alien  ☐  Yes  ☑  No

Business Designation (Check one):
☐ Individual  ☐ Sole Proprietorship
☐ Partnership  ☐ Estate/Trust
☑ Corporation  ☐ Public Service Corporation
☐ Governmental/Nonprofit

Payment information will be reported to the IRS under the name and taxpayer ID number provided above. Information must be provided prior to contract approval. Information not matching IRS records could subject Contractor to 31 percent backup withholding.

I, the undersigned: agree to perform work outlined in this contract in accordance to the terms and conditions (listed on the front and backside and made part of this contract by reference) and the statement of work made part of this contract by reference hereby certify under penalty of perjury that I/this business am not/is not in violation of any Washington tax laws; and hereby certify I am an independent contractor. As noted in No. 21 of the Standard Contract Provisions, where required for Federal funding, Contractor certifications and signatures apply to Exhibits C and D.

Approved by the Contractor:  
Signature ____________________________ Date 6-26-16

Approved by the City:  
Signature Frank Cox, Mayor ____________________________ Date 6-26-16

Approved by Council:  
Signature ____________________________ Date
STANDARD CONTRACT PROVISIONS FOR PERSONAL SERVICES (NON-PERS MEMBERS)

1. Retirement System Status
Contractor is not a contributing member of the Public Employees’ Retirement System and is responsible for any federal or state taxes applicable to any compensation or payments paid to contractor under this contract. Contractor is not eligible for any benefits from these contract payments of federal Social Security, unemployment insurance, or workers compensation except as a self-employed individual.

2. Effective Date and Duration
The passage of the contract expiration date (as recorded on reverse side) shall not extinguish, prejudice or limit either party’s rights to enforce this contract with respect to any default or defect in performance that has not been cured.

3. Government Employment Status
If this payment is to be charged against federal funds, Contractor certifies it is not currently employed by the federal government.

4. Subcontractors and Assignment
Contractor shall not enter into any subcontract(s) for any work scheduled under this contract without written consent of the City. Subcontractors will, at all times, be owed $500 or more in cost shall contain all required provisions of the prime contract.

5. Dual Payment
Contractor shall be compensated for work performed under this contract by any other municipality of the City of Washington.

6. Funds Available and Authorized
City shall pay for a portion of the contract that sufficient funds are available and authorized for expenditure to finance costs of this contract within the City’s appropriation limitation.

7. Termination
(a) This contract may be terminated by mutual consent of both parties, or by the City upon 30 days’ notice in writing and delivered by certified mail or in person.
(b) City may terminate this contract effective upon delivery of written notice to the Contractor, at such later date as may be established by the City, under any of the following conditions:
(i) If City finds funds from State, federal or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quality of services. The contract may be modified to accommodate a reduction in funds.
(ii) If federal or state regulations or guidelines are modified, changed or interpreted in such a manner that it is no longer allowable or appropriate for purchase under this contract or is no longer eligible for the funding proposed for payments authorized by this contract.
(iii) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by the contractor is for any reason denied, revoked or not renewed. Any such termination of this contract under subparagraphs (a) or (b) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

(c) The City may terminate in whole or any part of this agreement by written notice of default (including breach of contract) to the Contractor:
(i) If the Contractor fails to provide services called for by this contract within the time specified herein or any extension thereof, or
(ii) If the Contractor fails to perform any of the other provisions of this contract, or as fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the City, fails to correct such failures within 10 days or such other period as the City may authorize.

The rights and remedies of the City provided in the above clause related to defaults (including breach of contract) by the Contractor shall not be exclusive and are in addition to any other rights and remedies provide by law or under this contract.

8. Access to Records
City, the Secretary of State’s Office of the State of Washington, the federal government, and their duly authorized representatives shall have access to the books, documents, papers and records of the Contractor directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcripts of the period of three (3) years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by City.

9. State Tort Claims Act
Contractor is not an officer, employee or agent of the State or City as those terms are used in RCW 46.60.020.

10. Compliance with Applicable Law
Contractor shall comply with all federal, state and local laws and ordinances applicable to the work under this contract.

11. Indemnification
(a) Indemnity-Claims for Other than Professional Liability
Contractor shall defend, save and hold harmless the City, their officers, agents and employees, from all claims, suits or actions of whatsoever nature, including international acts resulting in or arising out of the Contractor or its subcontractors, agents or employees under this agreement. The Contractor waives, with respect to the City, its immunity under industrial insurance, Title 51 RCW. This waiver has been mutually negotiated by the parties. This indemnification shall survive the expiration or termination of this Agreement.

(b) Indemnity-Claims for Professional Liability
Contractor shall defend, save and hold harmless the City, their officers, agents and employees, from all claims, suits or actions of whatsoever nature, including international acts resulting in or arising out of the professional negligent acts, errors or omissions of Contractor or its subcontractors and subconsultants, agents or employees in performance of professional services under this agreement.

1. Insurance
(a) Liability Insurance
Contractor shall maintain occurrence form of commercial general liability and automobile liability insurance for the protection of the contractor, the City, its commissioners, employees, and agents. Coverage shall include personal injury, bodily injury, including death, and broad form property damage, including loss of use of property, occurring in the course of or in any way related to Contractor’s operations, in an amount not less than $1,000,000.00 combined single limit per occurrence. Such insurance shall name the City as an additional insured with a coverage endorsement at least as broad as ISO GS 20 10/11.

(b) Workers’ Compensation Coverage
Contractor certifies that Contractor has qualified for State of Washington Workers’ Compensation coverage for all Contractor’s employees who are subject to Washington’s Workers’ Compensation statute, either as a covered employer or as a carrier-insured employer as provided by RCW Chapter 51 or as a carrier-insured employer.

(c) Certificates. Within 10 calendar days after full execution of this contract, Contractor shall furnish the City with certificates evidencing the date, amount, and type of insurance required by this contract. All policies shall provide for not less than thirty (30) days’ written notice to the City before they may be canceled.

(d) Primary Coverage. The coverage provided by insurance required under this contract shall be primary, and shall not seek contribution from any insurance or self-insurance carried by the City.

(e) Ownership of Work Product
All work products of the Contractor which result from this contract are the exclusive property of the City.

3. Non-Waiver
Contractor agrees to comply with all applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations. Contractor also agrees to comply with the Americans with Disabilities Act of 1990 (Public Law 101-336) including Title II of that Act, and all regulations and administrative rules established pursuant to that law.

Successors in Interest
The provisions of this contract shall be binding upon and inure to the benefit of the parties’ successors and assigns.

5. Execution and Counterparts
This contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

6. Force Majeure
Neither party shall be held responsible for delay or default caused by fire, civil war, labor unrest, acts of God and war which is beyond such party’s reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance or its obligations under the contract.

7. Severability
The parties agree that if any terms or provisions of this contract is declared by the court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular terms or provisions held to be invalid.

8. Errors
The contractor shall perform such additional work as may be necessary to correct errors in the work required under this contract without undue delays and without additional cost.

9. Waiver
The failure of the City to enforce any provisions of the contract shall not constitute a waiver by the City of any or other provision.

10. Other Requirements
When federal funds are involved in this contract, Contractor Debarment and Non-Compliance certifications and signatures apply to Exhibit C and D.

11. Governing Law
The provisions of this contract shall be construed in accordance with the provisions of the laws of the State of Washington. Any action or suit involving any question arising under this contract must be brought in the appropriate court of the state of Washington, Snohomish County.

12. Attorney Fees
The prevailing party shall be entitled to reasonable attorney fees at trial and on appeal in an action brought with respect to this contract.

13. Merger Clause
This contract and attached exhibits constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of the contract shall bind either party unless in writing and signed by BOTH parties. NO WAIVER, CONSENT, MODIFICATION OR CHANGE IF MADE, SHALL BE EFFECTIVE ONLY IN SPECIFIC INstances AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS CONTRACT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.
Exhibit A – Scope of Work and Compensation

Crossroads Planting Installation - Description of Work:
- City staff will remove existing Spirea shrubs.
- Contractor will remove undesirable vegetation other than Spirea.
- Prep beds to receive new plantings.
- Prune existing plantings as needed.
- Procure Plants (Gorge, Hillsboro & Willamette Valley nurseries)
- Stage plants/water.
- Stage mulch.
- Plant, transplant, fertilize.
- Install new 3/4 drip irrigation tubing with drip heads.
- Set irrigation timing. (Timer provided by City)
- Top-dress with Garden Compost.
- Cleanup

City intends to use existing City staff for portions of this work to reduce cost. Any City staff utilized for this work will be supervised by the City of Stevenson Public Works Directors and /or Public Works Field Supervisor. Contractor realizes that availability of City staff will be reduced if other urgent work becomes necessary, such as water line breaks.

Contractor will be paid $40.00 per hour for installation services and $75.00 per hour for design services. Total payments to Contractor will not exceed the following amounts:
1. Not to exceed $8,000 for professional services related to plants and materials selection. See Exhibit B for Proposed Plant list.
2. Not to exceed $7,500 for installation of plants and materials described above if no City labor is available and Contractor performs all above work personally. Labor charges will be reduced if City staff time is available to perform portions of this work.

Miscellaneous Provisions:
City of Stevenson will provide access to hose bibs at planting beds for the purpose of watering plants during planting and cleanup.

City of Stevenson will cordon sidewalks and material staging areas at contractor’s 24 hr. notice.

Additional Work:
Additional contracting work that falls outside the scope of this contract will be billed at a rate of $40.00/hr. Change orders will be billed at the rate of time and materials +20%. Design work, layout meetings with Client and/or Contractors will be billed at $75.00/hour.

Alterations/Substitutions:
Contractor reserves the right to make alterations and substitutions to plan and plant selection based on availability and available space.

Billing:
Invoices will be presented on completion of each phase of installation. Payment is due within 30 days of receipt of each invoice.

Taxes:
Payments for design work performed as a professional service are not subject to Washington State sales tax. Payments for landscape maintenance field work are subject to Washington State sales tax. All sales taxes due to Washington State will be remitted to the State by Contractor and reimbursed by the City.
## PROPOSED PLANT LIST
City of Stevenson- Crossroads Planting

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Botanical Name</th>
<th>Common Name</th>
<th>Size</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Shrubs</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0014</td>
<td>Fucshia 'Army Nurse'</td>
<td>Army Nurse Fucshia</td>
<td>1-3 gal.</td>
</tr>
<tr>
<td>0004</td>
<td>Fucshia 'H-awkshead'</td>
<td>Hardy Fucshia</td>
<td>1-3 gal.</td>
</tr>
<tr>
<td>0008</td>
<td>Fucshia 'Chookorboard' or similar</td>
<td>Hardy Fucshia</td>
<td>1-3 gal.</td>
</tr>
<tr>
<td>0005</td>
<td>Fucshia 'Tom Thumb' or similar</td>
<td>Dwarf Hardy Fucshia</td>
<td>1-3 gal.</td>
</tr>
<tr>
<td><strong>Perennials</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0023</td>
<td>Geranium 'Rozanne'</td>
<td>Rozanne Geranium</td>
<td>1 gal.</td>
</tr>
<tr>
<td>0055</td>
<td>Helleborus orientalis</td>
<td>Christmas Rose</td>
<td>1 gal.</td>
</tr>
<tr>
<td>0046</td>
<td>Nepeta 'Walker Jr.'</td>
<td>Walker Jr. Catmint</td>
<td>1 gal.</td>
</tr>
<tr>
<td>0015</td>
<td>Phygellus 'African Queen'</td>
<td>African Queen Cape Fuschia</td>
<td>1 gal.</td>
</tr>
<tr>
<td>0015</td>
<td>Salvia 'Caradonna'</td>
<td>Caradonna Salvia</td>
<td>1 gal.</td>
</tr>
<tr>
<td>0009</td>
<td>Verbena bonariensis 'Lollipop'</td>
<td>Lollipop Verbena</td>
<td>1 gal.</td>
</tr>
<tr>
<td>0039</td>
<td>Yarrow 'Terra Cotta'</td>
<td>Terra Cotta Yarrow</td>
<td>1 gal.</td>
</tr>
<tr>
<td><strong>Grasses</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0012</td>
<td>Pennisetum orientale 'Karley Rose'</td>
<td>Oriental Fountain Grass</td>
<td>1 gal.</td>
</tr>
<tr>
<td><strong>Ferns</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0009</td>
<td>Polystichum munitum</td>
<td>Sword Fern</td>
<td>1 gal.</td>
</tr>
<tr>
<td><strong>Groundcovers</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0072</td>
<td>Sedum 'Angelina'</td>
<td>Angelina Sedum</td>
<td>4&quot; pots</td>
</tr>
<tr>
<td>0072</td>
<td>Kinnickinnick</td>
<td>Bear-berry Kinnickinnick</td>
<td>4&quot; pots</td>
</tr>
<tr>
<td>0072</td>
<td>Sedum var.</td>
<td>Sedum mix (Spathulofolium, etc.)</td>
<td>4&quot; pots</td>
</tr>
</tbody>
</table>