

## CITY OF MENIFEE

### PROFESSIONAL SERVICES AGREEMENT

#### FY2023/24 & FY2024/25 ON-CALL PLANNING LANDSCAPE DESIGN AND INSPECTION SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and effective this \_\_\_\_\_ day of \_\_\_\_\_, 2023 (“Effective Date”) by and between the CITY OF MENIFEE, a California municipal corporation, (“City”) and **GARY F. HOYT LANDSCAPE ARCHITECTURE, INC.**, a California S-Corporation (“Consultant”). City and Consultant may sometimes herein be referred to individually as a “Party” and collectively as the “Parties.”

#### SECTION 1. SERVICES.

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Services, attached hereto as Exhibit A and incorporated herein by this reference (the “Services”). Consultant will perform subsequent task orders as requested by the Contract Administrator (as defined below), in accordance with the Scope of Services. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

1.1 Term of Services. The term of this Agreement shall begin on **July 1, 2023** and shall end on **June 30, 2025** unless the term of this Agreement is otherwise terminated or extended as provided for in Section 8. The time provided to Consultant to complete the Services required by this Agreement shall not affect City’s right to terminate this Agreement, as provided for in Section 8.

1.2 Standard of Performance. Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the Services contemplated herein and, in light of such status and experience, Consultant shall perform the Services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession and to the sole satisfaction of the Contract Administrator.

1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform the Services pursuant to Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time. Consultant shall devote such time to the performance of the Services pursuant to this Agreement as may be reasonably necessary to satisfy Consultant’s obligations hereunder.

1.5 Authorization to Perform Services. Consultant is not authorized to perform any of the Services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

1.6 Covid-19 Safety. If Consultant enters City property or meets in person with City employees during the performance of the Services, Consultant shall comply with all State, County, and local emergency orders, directives, protocols, and best practices related to the COVID-19 pandemic, including, but not limited to: (A) wearing facial coverings, (B) maintaining adequate physical distancing when possible, (C) regular hand washing, and (D) regular hand sanitizing.

## **SECTION 2. COMPENSATION.**

City hereby agrees to pay Consultant a sum not to exceed **SIXTY THOUSAND DOLLARS AND ZERO CENTS (\$60,000.00)** for Services between **July 1, 2023**, through **June 30, 2024**, and **SIXTY THOUSAND DOLLARS AND ZERO CENTS (\$60,000.00)** for Services between **July 1, 2024** through **June 30, 2025** (for an aggregate not to exceed compensation amount of **ONE HUNDRED TWENTY THOUSAND DOLLARS AND ZERO CENTS (\$120,000.00)**) notwithstanding any contrary indications that may be contained in Consultant's proposal, for the Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Exhibit A, regarding the amount of compensation, this Agreement shall prevail. City shall pay Consultant for the Services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for the Services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized in advance by City, Consultant shall not bill City for duplicate services performed by more than one person.

2.1 Invoices. Consultant shall submit invoices monthly during the term of this Agreement, based on the cost for the Services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- a. Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- b. The beginning and ending dates of the billing period;
- c. A "Task Summary" containing the original contract amount, the amount of prior billings, the total due this period, the balance available under this Agreement, and the percentage of completion;
- d. At City's option, for each item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person performing the Services, the hours spent by each person, a brief description of the Services, and each reimbursable expense;
- e. The total number of hours of work performed under this Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing the Services hereunder necessary to complete the Services described in Exhibit A;

- f. Receipts for expenses to be reimbursed;
- g. The Consultant Representative's signature.

Invoices shall be submitted to:

City of Menifee  
Attn: Accounts Payable  
29844 Haun Road  
Menifee, CA 92586

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for the Services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 Final Payment. City shall pay the last five percent (5%) of the total amount due pursuant to this Agreement within sixty (60) days after completion of the Services and submittal to City of a final invoice, if all of the Services required have been satisfactorily performed.

2.4 Total Payment. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering the Services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entirety of the Services performed pursuant to this Agreement, unless this Agreement is modified in writing prior to the submission of such an invoice.

2.5 Hourly Fees. Fees for the Services performed by Consultant on an hourly basis shall not exceed the amounts shown on the fee schedule included with Exhibit A.

2.6 Reimbursable Expenses. Reimbursable expenses are included within the maximum amount of this Agreement.

2.7 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any federal or state taxes.

2.8 Payment upon Termination. In the event that City or Consultant terminates this Agreement pursuant to Section 8, City shall compensate Consultant for all outstanding costs and reimbursable expenses incurred for Services satisfactorily completed and for reimbursable expenses as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs and reimbursable expenses incurred to that date.

### **SECTION 3. FACILITIES AND EQUIPMENT.**

Except as otherwise provided, Consultant shall, at its sole cost and expense, provide all facilities and equipment necessary to perform the services required by this Agreement. City shall

make available to Consultant only physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

#### **SECTION 4. INSURANCE REQUIREMENTS.**

Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance checked below and provide Certificates of Insurance, indicating that Consultant has obtained or currently maintains insurance that meets the requirements of this section and which is satisfactory, in all respects, to City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in Consultant's compensation. Consultant shall not allow any subcontractor, consultant or other agent to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Consultant acknowledges the insurance policy must cover inter-insured suits between City and other Insureds.

4.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant pursuant to the provisions of the California Labor Code. Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident, ONE MILLION DOLLARS (\$1,000,000.00) disease per employee, and ONE MILLION DOLLARS (\$1,000,000.00) disease per policy. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against City and its officers, officials, employees, and authorized volunteers for loss arising from the Services performed under this Agreement.

#### 4.2 Commercial General and Automobile Liability Insurance.

a. General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage, for risks associated with the Services contemplated by this Agreement, TWO MILLION DOLLARS (\$2,000,000.00) general aggregate, and TWO MILLION DOLLARS (\$2,000,000.00) products/completed operations aggregate. If a Commercial General Liability Insurance or an Automobile Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services to

be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from the Services contemplated under this Agreement, including the use of hired, owned, and non-owned automobiles.

b. Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 Code 2, 8, and 9. No endorsement shall be attached limiting the coverage.

c. Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

b. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

#### 4.3 Professional Liability Insurance.

a. General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing the Services pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall be shown on the Certificate. If the deductible or self-insured retention exceeds TWENTY-FIVE THOUSAND DOLLARS (\$25,000), it must be approved by City.

b. Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

a. The retroactive date of the policy must be shown and must be no later than the commencement of the Services.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after the expiration or termination of this Agreement or completion of the Services, so long as commercially available at reasonable rates.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the Effective Date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five (5) years after the expiration or termination of this Agreement or the completion of the Services. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting

period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the Services under this Agreement. City shall have the right to exercise, at Consultant's sole cost and expense, any extended reporting provisions of the policy, if Consultant cancels or does not renew the coverage.

d. A copy of the claim reporting requirements must be submitted to City prior to the commencement of the Services under this Agreement.

#### 4.4 All Policies Requirements.

a. Acceptability of insurers. All insurance required by this Section is to be placed with insurers with a Bests' rating of no less than A:VII and admitted in California.

b. Verification of coverage. Prior to beginning the Services under this Agreement, Consultant shall furnish City with Certificates of Insurance, additional insured endorsement or policy language granting additional insured status complete certified copies of all policies, including complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. The Certificate of Insurance must include the following reference: **FY2023/24 & FY2024/25 ON-CALL PLANNING LANDSCAPE DESIGN AND INSPECTION SERVICES.** The name and address for Additional Insured endorsements, Certificates of Insurance and Notice of Cancellation is: City of Menifee, 29844 Haun Road, Menifee, CA 92586. City must be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of Consultant.

c. Notice of Reduction in or Cancellation of Coverage. Consultant shall provide written notice to City within ten (10) working days if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self insured retention is increased.

d. Additional insured; primary insurance. City and its officers, employees, agents, and authorized volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of the Services performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant, as applicable; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by Consultant in the course of providing the Services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or authorized volunteers. The insurance provided to City as an additional insured must apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by City. Additional insured status shall continue for one (1) year after the expiration or termination of this Agreement or completion of the Services.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to City and its officers, officials, employees, and volunteers, and that no insurance or self-insurance maintained by City shall be called upon to contribute to a loss under the coverage.

e. Deductibles and Self-insured Retentions. Consultant shall obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the Services.

During the term of this Agreement, only upon the prior express written authorization of the Contract Administrator, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

f. Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

g. Variation. The Contract Administrator may, but is not required to, approve in writing a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that City's interests are otherwise fully protected.

4.5 Remedies. In addition to any other remedies at law or equity City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement;

b. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or

c. Terminate this Agreement.

## **SECTION 5. INDEMNIFICATION.**

5.1 Indemnification for Professional Liability. Where the law establishes a professional standard of care for performance of the Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend (with counsel selected by City), and hold harmless City and any and all of its officers, employees, officials, volunteers, and agents from and against any and all claims, losses, costs, damages, expenses, liabilities, liens, actions, causes of action (whether in tort, contract, under statute, at law, in equity, or otherwise) charges, awards, assessments, fines, or penalties of any kind (including reasonable consultant and expert fees and expenses of investigation, costs of whatever kind and nature and, if Consultant fails to provide a defense for City, the legal costs of counsel retained by City) and any judgment (collectively,

“Claims”) to the extent same are caused in whole or in part by any negligent or wrongful act, error, or omission of Consultant, its officers, agents, employees, or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

5.2 Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, protect, defend (with counsel selected by City), and hold harmless City, and any and all of its officers, employees, officials, volunteers, and agents from and against any and all Claims, where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

5.3 Limitation of Indemnification. The provisions of this Section 5 do not apply to claims occurring as a result of City’s sole or active negligence. The provisions of this Section 5 shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officers, officials, employees, and agents acting in an official capacity.

## **SECTION 6. STATUS OF CONSULTANT.**

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of the Services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes the Services rendered pursuant to this Agreement. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant’s exclusive direction and control. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents is in any manner officers, officials, employees, or agents of City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner. Except for the fees paid to Consultant as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing the Services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing the Services hereunder. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (“PERS”) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

## **SECTION 7. LEGAL REQUIREMENTS.**

7.1 Governing Law. The laws of the State of California shall govern this Agreement.



7.2 Compliance with Applicable Laws. Consultant and any subcontractor shall comply with all applicable local, state, and federal laws and regulations applicable to the performance of the work hereunder. Consultant shall not hire or employ any person to perform work within City or allow any person to perform the Services required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States. Any and all work subject to prevailing wages, as determined by the Director of Industrial Relations of the State of California, will be the minimum paid to all laborers, including Consultant's employee and subcontractors. It is understood that it is the responsibility of Consultant to determine the correct scale. The State Prevailing Wage Rates may be obtained from the California Department of Industrial Relations ("DIR") pursuant to California Public Utilities Code, Sections 465, 466, and 467 by calling 415-703-4774. Appropriate records demonstrating compliance with such requirement shall be maintained in a safe and secure location at all times, and readily available at City's request. Consultant shall indemnify, defend, and hold City and its elected and appointed boards, members, officials, officers, agents, representatives, employees, and volunteers harmless from and against any liability, loss, damage, cost or expenses (including but not limited to reasonable attorneys' fees, expert witness fees, court costs, and costs incurred related to any inquiries or proceedings) arising from or related to (i) the noncompliance by Consultant or any party performing the Services of any applicable local, state, and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, the requirement to pay state prevailing wages and hire apprentices); (ii) the implementation of Section 1781 of the Labor Code, as the same may be amended from time to time, or any other similar law; and/or (iii) failure by Consultant or any party performing the Services to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, or any other similar law. It is agreed by the Parties that, in connection with performance of the Services, including, without limitation, any and all public works (as defined by applicable law), Consultant shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. Consultant acknowledges and agrees that it shall be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with such laws. Consultant shall require the same of all subcontractors.

7.3 Licenses and Permits. Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

## **SECTION 8. TERMINATION AND MODIFICATION.**

8.1 Termination. City may cancel this Agreement at any time and without cause upon written notification to Consultant.

8.2 Termination by Consultant. Consultant may cancel this Agreement upon 30 days' written notice to City.

8.3 Consequences of Termination. In the event of termination, Consultant shall be entitled to compensation for the Services performed up to the date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or City in connection with this Agreement.

8.4 Extension. City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.5 Amendments. The Parties may amend this Agreement only by a writing signed by all the Parties.

8.6 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in Consultant's proposal, without prior written approval of the Contract Administrator. In the event that key personnel leave Consultant's employ, Consultant shall notify City immediately.

8.7 Survival. All obligations arising prior to the expiration or termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the expiration or termination of this Agreement.

8.8 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, any or all of the following:

- a. Immediately terminate this Agreement;
- b. Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
- c. Retain a different consultant to complete the Services described in Exhibit A; and/or
- d. Charge Consultant the difference between the cost to complete the Services described in Exhibit A that is unfinished at the time of breach and the amount that City

would have paid Consultant pursuant to Section 2 if Consultant had completed the Services.

## **SECTION 9. KEEPING AND STATUS OF RECORDS.**

9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of City. Consultant hereby agrees to deliver those documents to City upon the expiration or termination of this Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for City and are not necessarily suitable for any future or other use. Any use of such documents for other projects by City shall be without liability to Consultant. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports, and other documents are confidential and will not be released to third parties without prior written consent of both Parties unless required by law.

9.2 Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, rights of reproduction, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, test data, survey results, models, renderings, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings, digital renderings, or data stored digitally, magnetically, or in any other medium, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents and Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents and Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

9.3 Consultant's Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for the Services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.

9.4 Inspection and Audit of Records. Any records or documents that Section 9.3 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), this Agreement shall be

subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

## **SECTION 10. MISCELLANEOUS PROVISIONS.**

10.1 Attorneys' Fees. If either Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and expenses including costs, in addition to any other relief to which that Party may be entitled; provided, however, that the attorneys' fees awarded pursuant to this Section shall not exceed the hourly rate paid by City for legal services multiplied by the reasonable number of hours spent by the prevailing Party in the conduct of the litigation. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 Applicable Law; Venue. The internal laws of the State of California shall govern the interpretation and enforcement of this Agreement. In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in Riverside County.

10.3 Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

10.4 Section Headings and Subheadings. The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

10.5 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.6 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

10.7 Consultant Representative. All matters under this Agreement shall be handled for Consultant by Gary Hoyt ("Consultant's Representative"). The Consultant's Representative shall have full authority to represent and act on behalf of Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

10.8 City Contract Administration. This Agreement shall be administered by a City employee, Molly Binnall, Management Analyst ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his designee. The Contract Administrator shall have the power to act on behalf of City for all purposes under this Agreement. Unless otherwise provided in this Agreement, Consultant shall not accept direction or orders from any person other than the Contract Administrator or his designee.

10.9 Notices. Any written notice to Consultant shall be sent to:

GARY F. HOYT LANDSCAPE ARCHITECTURE, INC.  
Attn: Gary Hoyt  
12888 Francine Terrace  
Poway, CA 92054

Any written notice to City shall be sent to the Contract Administrator at:

City of Menifee  
29844 Haun Road  
Menifee, CA 92586  
Attn: Molly Binnall, Management Analyst

with a copy to:

City Clerk  
City of Menifee  
29844 Haun Road  
Menifee, CA 92586

10.10 Professional Seal. Where applicable in the determination of the Contract Administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled “Seal and Signature of Registered Professional with report/design responsibility,” as in the following example.

Seal and Signature of Registered Professional with report/design responsibility.
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10.11 Rights and Remedies. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

10.12 Integration. This Agreement, including the scope of services attached hereto and incorporated herein as Exhibit A, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

10.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.14 Execution of Contract. The persons executing this Agreement on behalf of each of the Parties hereto represent and warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound.

10.15 Nondiscrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that in the performance of this Agreement there shall be no discrimination against or segregation of, any person or group of persons on account of any impermissible classification including, but not limited to, race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry.

10.16 No Third Party Beneficiaries. With the exception of the specific provisions set forth in this Agreement, there are no intended third-party beneficiaries under this Agreement and no such other third parties shall have any rights or obligations hereunder.

10.17 Nonliability of City Officers and Employees. No officer, official, employee, agent, representative, or volunteer of City shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

10.18 No Undue Influence. Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City shall receive compensation, directly or indirectly, from Consultant, or from any officer, employee, or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement.

10.19 No Benefit to Arise to City Employees. No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or has responsibilities with respect to this Agreement during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for the Services to be performed under this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have executed and entered into this Agreement as of the Effective Date.

**CITY OF MENIFEE**

**CONSULTANT**

\_\_\_\_\_  
Armando G. Villa, City Manager

\_\_\_\_\_  
Gary F. Hoyt, President

Attest:

\_\_\_\_\_  
Stephanie Roseen, Acting City Clerk

\_\_\_\_\_  
Gary F. Hoyt, Secretary

Approved as to Form:

\_\_\_\_\_  
Jeffrey T. Melching, City Attorney

[Note: 2 officer's signatures required if  
Consultant is a corporation, unless provided  
with a certificate of secretary in-lieu]

**EXHIBIT A**  
**SCOPE OF SERVICES**

Services shall include On-Call Landscape Design and Inspection Services in the amount not to exceed **SIXTY THOUSAND DOLLARS AND ZERO CENTS (\$60,000.00)** for Services between **July 1, 2023**, through **June 30, 2024**, and **SIXTY THOUSAND DOLLARS AND ZERO CENTS (\$60,000.00)** for Services between **July 1, 2024** through **June 30, 2025** (for an aggregate not to exceed compensation amount of **ONE HUNDRED TWENTY THOUSAND DOLLARS AND ZERO CENTS (\$120,000.00)**) as further detailed in the following page(s).

EXHIBIT A.



# PROJECT MANAGEMENT SYSTEM (WORK PLAN)

## **Gary F. Hoyt Landscape Architecture, Inc.**

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Disciplines under the Scope of Work covered by this proposal include the following:

- I. Landscape Design and Inspection Services
- II. Plan Check Services

The primary focus of **Gary F. Hoyt Landscape Architecture, Inc.** is to provide professional landscape architectural services to municipal clients in Riverside County and San Diego County. Our experience ranges from landscape design, inspection and staff consultation, to landscape plan check services. **Gary F. Hoyt, ASLA**, is the President/CEO of the firm. His direct assignment will be to provide landscape architectural design and inspection services, and plan check services, to the City of Menifee.

### **I. Landscape Design and Inspection Services**

#### **A. Landscape Design**

##### **Creativity**

The principal emphasis of Mr. Hoyt's role as landscape architect and lead designer is to foster creativity in landscape design. A primary task within that role is to prepare initial landscape concept plans for review by the City and other stakeholders. This allows for dialogue and exchange of ideas early in the design process.

It is important that the design team explore many ideas, refining them to the most critical ones in terms of project design goals. Design should focus on the users of public facilities, and their needs for open space, recreation, and a pleasant environment. Creative success of a project will be measured in the satisfaction of the City and their facilities' users.

##### **Maintenance of Public Facilities**

Cost of infrastructure improvements are often viewed in terms of the initial construction cost of a project. However, the on-going maintenance cost of most projects will far exceed the initial price of installation. Therefore, it is very important to address maintenance during the early stages of the design process.

There are many elements of a landscape design that will determine the level and cost of maintenance over time. A few of the important maintenance considerations in design are quality of materials and availability of replacement parts for irrigation systems; hardiness, growth rate, fertilizer and water needs of plant materials; water conserving landscape principles; use of landscape mulches versus groundcovers; consideration of plant growth characteristics and available space; and effects of root systems on adjacent hardscape.

##### **Water Conservation**

**Gary F. Hoyt Landscape Architecture, Inc.** has always regarded water conservation as a critical component of the knowledge and expertise the firm provides to local government clients.

## PROJECT MANAGEMENT SYSTEM (WORK PLAN)

### **Gary F. Hoyt Landscape Architecture, Inc.**

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The wise use of water resources, and its ever-increasing cost, is of paramount concern to local governments in Southern California. Mr. Hoyt is very familiar with water efficient landscape design principles. Examples of specific water conservation methods utilized in our landscape designs are a) limited use of turfgrass, b) check valves in irrigation systems to eliminate low-head drainage, c) drip irrigation systems, d) use of mulches to conserve soil moisture, e) automatic irrigation control systems, and f) appropriate landscape maintenance specifications.

#### **Vandal Resistance and Cost Effectiveness**

Our firm's experiences after many years designing landscapes for all types of projects show that vandal resistance and cost effectiveness of a project are closely related. If a project is designed to meet the needs and desires of the client and users, then those parties have a sense of "ownership" of that project. Vandalism is not usually an issue, and the cost to maintain the facility is manageable. Effective and efficient use of project resources, including funding, is a primary goal in our approach to landscape design for the City. Cost effectiveness must be designed into a project from the start of the process by reviewing proposed landscape materials, available labor for construction and maintenance, and life-cycle costs to replace elements of the landscape at end-of-life.

#### **Design Approach**

**Gary F. Hoyt Landscape Architecture, Inc.** has achieved recognized success designing landscape improvements for numerous transportation, infrastructure, and public works capital improvement projects for over 29 years. This success is attributable to an approach that emphasizes teamwork, flexibility to deal with inevitable changes in the design and construction process, and community participation. The design approach and attention to detail for each project incorporate the same steps irrespective of project size and scope.

- Discover and understand user groups served by the project and their needs regarding proposed facilities.
- Discover and understand the client's priorities in relation to function and budget.
- Discover and understand the project's unique opportunities and constraints.
- Prepare detailed analysis upon which to base and support planning and design decisions.
- Perform quality reviews at each phase of the planning and design process to ensure that criteria for function, budget, safety, and maintenance have been met.

Our firm recognizes the unique opportunities and challenges faced by the rapidly-growing City of Menifee. We will partner with City staff as a team in the planning and design of functional, safe, and maintainable public facilities. The firm will prepare initial preliminary conceptual

## PROJECT MANAGEMENT SYSTEM (WORK PLAN)

### **Gary F. Hoyt Landscape Architecture, Inc.**

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design work (50%) for review by City staff, including site plan alternatives. Working with staff of the Engineering / Public Works Department, Community Development Department, and Community Services Department, we will identify potential user groups and begin preliminary discussion with those groups regarding their facilities needs. The initial work effort creates the ability to meet the schedule in the next phase of planning and design. Another exciting opportunity is the integration of our firm, City staff and City-selected consultants into a fully functional planning and design team. Our team will provide progress (75% and 95%) and final design plans, probable cost of construction, and specifications for review by City staff. We propose the approach outlined below to meet the City's design and schedule requirements, and the desires of the community.

- Review initial design studies with City staff to identify new issues and incorporate new information since studies were prepared;
- Revise initial studies to resolve issues, and attend public workshop meetings with user groups as part of a "Citizen Participation Plan";
- Use public workshops—focused small group discussions of issues and project alternatives—to reach consensus at meetings;
- Explore and quickly prepare design alternatives using in-house CADD capabilities, if appropriate;
- Emphasize and strengthen team approach with City staff.

We believe that the project goals and objectives are achievable with City staff and ourselves working together as a team. Such a teamwork approach to the project may possibly reduce, or eliminate altogether, early project initiation efforts such as identifying required data, facilities, and program elements, preparing site design studies, and researching potential user groups.

### **B. Landscape Inspection Services**

**Gary F. Hoyt Landscape Architecture, Inc.** is qualified to provide construction support services including submittal/RFI reviews, shop drawing reviews, and field installation reviews. From February 2013 to the present, Mr. Hoyt has provided landscape inspection services to the City of Menifee. During this period, he has become very knowledgeable regarding City standards and codes. He has fostered an excellent working relationship with City staff and has worked closely with them to review and manage CIP and development projects. He has also become familiar with staff from Eastern Municipal Water District (EMWD) and attended meetings with them as necessary to ensure compliance with recycled water permit requirements.

Mr. Hoyt has extensive experience and knowledge of requirements for the inspection of public improvements installed by private developers. He will be on site as required to ensure that

## PROJECT MANAGEMENT SYSTEM (WORK PLAN)

**Gary F. Hoyt Landscape Architecture, Inc.**

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all work conforms to the City's *Landscape Standards, Park Development Design Guidelines*, and approved plans and specifications. He will review *Requests For Information* (RFIs), materials submittals, and shop drawings. Any change order requests, and requests to vary from approved construction documents, will be forwarded to appropriate City staff for review. Moreover, Mr. Hoyt will coordinate with the contractor's project site superintendent to ensure that all work conforms to City standards and requirements for public safety.

### DESCRIPTION OF SERVICES

#### Landscape Field Inspection

1. Attend pre-construction meetings and any other project meetings as required.
2. Perform necessary field inspections during landscape construction to verify compliance with approved plans. Inspections may include, but are not limited to, the following:
  - Irrigation main line installation and pressure test
  - Testing and certification of irrigation backflow prevention devices
  - Installation of irrigation valves, wiring, and automatic controllers
  - Irrigation system operation and coverage test
  - Review of agricultural soil test report
  - Review and acceptance of street trees
  - Vegetative fuel management implementation
  - Acceptance of completed landscape installation prior to occupancy
3. Develop and maintain written forms to document correction items for landscape construction to conform to approved plans and City codes and regulations. Transmit written punch lists to City staff.
4. Meet with project applicant, and applicant's contractor and design professional, as needed to review the project installation and corrections (punch list).

#### Summary

**Gary F. Hoyt Landscape Architecture, Inc.** has provided landscape architectural design and inspection services to Southern California municipalities since 1993. During that time, landscape requirements, and the plans and specifications submitted under those requirements, have evolved greater complexity to meet the demands outlined above.

Mr. Hoyt has demonstrated the knowledge and expertise necessary to design functional, valuable and sustainable landscapes, and to prepare plans, specifications and cost estimates for their construction. Creativity, sensitivity to project surroundings, and cost effectiveness are made to mesh harmoniously in the design and construction process. Mr. Hoyt is highly qualified to

## PROJECT MANAGEMENT SYSTEM (WORK PLAN)

### **Gary F. Hoyt Landscape Architecture, Inc.**

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assist the City and local stakeholders in this process, and to provide high-quality, effective and efficient landscape architectural design and inspection services to the City of Menifee.

#### **II. Plan Check Services**

**Gary F. Hoyt Landscape Architecture, Inc.** has provided plan check services to Southern California municipalities since 1993. Three years prior, in 1990, Mr. Hoyt began performing landscape plan checks and inspections as City Landscape Architect in Poway, CA. During that time, landscape requirements, and the plans and specifications submitted under those requirements, have evolved greater complexity to meet the demands outlined below.

##### **Recycled (Reclaimed) Water Programs**

Infrastructure improvements as part of recent development in much of Menifee include construction of recycled (i.e., reclaimed) water distribution systems for the area. Landscapes must use recycled water for irrigation purposes as required by the City and Eastern Municipal Water District (EMWD). Mr. Hoyt will work with City staff to review and provide input for developments in areas of the City utilizing recycled water. During the past 29 years, Mr. Hoyt has reviewed hundreds of project landscape plans for conformance to recycled water regulations. He will provide plan check services to the City of Menifee for landscape projects utilizing recycled water to verify compliance with Agency regulations.

Integral with the plan check process for recycled water within the City, Mr. Hoyt will provide close coordination with EMWD. The District is responsible for administration of State Health Department regulations for use of recycled water in landscapes. Mr. Hoyt will facilitate necessary coordination by the reviewing parties—himself, City, and EMWD staff—to ensure timely occupation of facilities by local businesses and residents in Menifee.

##### **Water Conservation**

**Gary F. Hoyt Landscape Architecture, Inc.** has always regarded water conservation as a critical component of the knowledge and expertise the firm provides to local government clients. The wise use of water resources, and its ever-increasing cost, is of paramount concern to the City. As part of the plan check services that he will provide to the City of Menifee, Mr. Hoyt will emphasize the goal of water conservation in the City. Examples of specific principles of water conservation that he will look for in every landscape plan review are a) limited use of turfgrass, b) check valves in irrigation systems to eliminate low-head drainage, c) encouragement of drip irrigation systems, d) use of mulches to conserve soil moisture, e) automatic irrigation control systems, and f) proper maintenance of landscape improvements.

Mr. Hoyt will work very closely with City staff to ensure landscape plan submittals comply with the City's landscape ordinance (Ord. No. 2009-61), "Landscape Water Use Efficiency Requirements" (MMC 15.04). The City landscape ordinance requires applicants to submit

## PROJECT MANAGEMENT SYSTEM (WORK PLAN)

### **Gary F. Hoyt Landscape Architecture, Inc.**

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landscape plans with water use calculations to quantify proposed water savings, including the *Maximum Applied Water Allowance* (MAWA) and *Estimated Annual Water Use* (EAWU). Mr. Hoyt is very knowledgeable regarding water use calculations and plan submittal requirements. He is reviewing such calculations with current landscape plan checks for the Southern California cities of Menifee, Poway and La Mesa.

#### **Vegetative Fuel Management and Fire Safety**

Areas within Poway, CA (our office location) were devastated by the wildfires in 2003 and 2007. As a result, and to comply with State fire code regulations, Poway adopted new fire safety requirements for the “wildland-urban interface” (WUI). Mr. Hoyt and City staff reviewed the standards for vegetative fuel management and extensively revised the City’s *Landscape and Irrigation Design Manual* to comply with the new code.

Mr. Hoyt has over 29 years of experience checking plans for defensible space and vegetative fuel management requirements in the counties of Riverside and San Diego. He has extensive knowledge of landscape planting and irrigation for fire safety (“firescaping”), which has proved to be valuable asset in reviewing plans for compliance with wildland defensible space requirements.

#### **Low Impact Development and Storm Water Pollution Prevention**

Current “green building” standards in California require cities to implement low impact development (LID) techniques in new construction. **Gary F. Hoyt Landscape Architecture, Inc.** has incorporated LID principles, such as bioswales and bio-retention basins, in landscape design work for their clients. As a result, Mr. Hoyt has knowledge of the most effective techniques, and how they may perform in a specific situation.

Low impact development features in the landscape may adversely affect the appearance and maintenance of landscapes. Using his experience implementing these techniques in the landscape, Mr. Hoyt will assist applicants submitting plans to the City, and their designers, to avoid landscape implementations that may have issues with maintenance and appearance.

#### **Summary**

Our firm has the knowledge and expertise necessary to thoroughly and completely review plans for compliance to the City of Menifee landscape ordinance and other applicable standards. Often conflicting landscape requirements, including project conditions and statutory requirements, water conservation, recycled water use, vegetative fuel management and fire safety, and low impact development must be considered and made to mesh harmoniously throughout the plan review process. Mr. Hoyt has demonstrated that he has the knowledge and expertise required to assist City staff and project applicants in this process, and to provide high-quality, effective and efficient landscape plan check services to the City of Menifee.

# **PROJECT MANAGEMENT SYSTEM (WORK PLAN)**

**Gary F. Hoyt Landscape Architecture, Inc.**

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## **DESCRIPTION OF SERVICES**

### **Landscape Plan Check**

- Review landscape construction plans for conformance to project conditions of approval and City's landscape standards, ordinances and regulations. Perform re-checks until plans are approved by the City.
- Coordinate plan checks with all City departments that have project conditions. Meet with staff as required, facilitating plan reviews, and gathering all comments pertinent to the project.
- Attend meetings with City staff and project applicants, and applicants' design professionals, as requested by staff to discuss project comments.
- Review, and provide comments on, proposed City regulations and policies related to Consultant's knowledge and expertise.
- Review landscape concept plans for projects during the entitlement process, as requested by City staff.
- Develop and maintain written forms to document correction items on landscape plans and transmit written corrections to City staff.
- Confirm that final landscape construction documents are complete and correct, and conform to all required project conditions and regulations prior to recommending signature approval by the City.
- Review construction changes and project as-built drawings.
- Periodically review and provide updates to the City landscape and park design standards.

## ATTACHMENT A.1: HOURLY RATE SCHEDULE (COST PROPOSAL)

### TO BE SUBMITTED AS A SEPARATE ATTACHMENT (COST PROPOSAL) WITH PROPOSAL

Breakdown of firm's rates, fees and charges for services for each project role and specialty/discipline, including a proposed payment schedule for work associated with the services requested herein. Proposers must submit rate proposals for each distinct service bid. Each cost option shall include all possible direct and indirect costs, travel, insurance, overhead, labor, profit, rebates, contingent commissions, renewal commissions, service fees, and any other expenses.

The City reserves the right to add or remove services over the contract term. The City reserves the right to award the Service(s) listed on this solicitation "individually", by "groups", "all or none", or by any other method as deemed in the best interest of the City.

### HOURLY RATES FEE SCHEDULE

Please provide detailed Hourly Rates for each staff position and any other incidental or additional costs required in the spaces provided below to complete the Scope of Work requirements.

Please state the firm fixed hourly rates and list the position title for each project team member (e.g., Project Manager - \$140. Project Consultant - \$125, Research/Support Staff - \$85)

SPECIALTY	TITLE & DESCRIPTION	HOURLY RATE (\$)				
		YEAR 1 (2022/23)	YEAR 2 (2023/24)	YEAR 3 (2024/25)	YEAR 4 (2025/26)	YEAR 5 (2026/27)
Design	Landscape Architect	162.00	172.00	180.00	188.00	195.00
Plan Check	Plan Checker	128.00	132.00	136.00	140.00	144.00
Inspection	Landsc. Inspector	128.00	132.00	136.00	140.00	144.00
CADD	CADD Technician	112.00	118.00	124.00	128.00	132.00