#### PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this	day of	, 2018, by the <b>CITY OF</b>
GARDEN GROVE, a municipal corpor	ration, ("CITY")	and Richard Fisher Associates,
herein after referred to as "CONTRAC	TOR".	·

#### **RECITALS**

The following recitals are a substantive part of this Agreement:

- 1. This Agreement is entered into pursuant to Garden Grove COUNCIL AUTHORIZATION, DATED \_\_\_\_\_\_\_.
- 2. CITY desires to utilize the services of CONTRACTOR Provide a Parks, Recreation and Facilities Maintenance Master Plan for the City of Garden Grove Community Services Department.
- 3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

# <u>AGREEMENT</u>

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1. <u>Term and Termination</u>. The term of the agreement shall be for period of one year from full execution of the agreement or until services are completed. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with the Consultant's Proposal/ Best and Final Offer (Attachment B). Contractor is required to present evidence to support performed work completion.
- 2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Scope of Work which is attached as Attachment A, and is incorporated herein by reference. The Scope of Work and this Agreement do not guarantee any specific amount of work.
- 3. <u>Compensation</u>. CONTRACTOR shall be compensated as follows:
  - 3.13.1 AMOUNT. AMOUNT. Total Compensation under this agreement shall not exceed (NTE) amount of One Hundred Fifty Nine Thousand Six Hundred Forty One Dollars (\$159,641.00), which includes the Base Price of \$88,109.00, Option A-\$27,419.00 for ADA Improvement Recommendations and Option B-\$44,113.00 for Civic Center Park Conceptual Plan, payable in arrears and in accordance with the Consultant's Proposal/Best and Final Offer (Attachment B). All work shall be in accordance with RFP No. S-1210-A.

- 3.2 <u>Payment</u>. For work under this Agreement, payment shall be made per invoice for work completed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on schedule included in the Consultant's Proposal/Best and Final Offer (Attachment B).
- Records of Expenses. CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.4 <u>Termination</u>. CITY shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

# 4. <u>Insurance Requirements</u>

- 4.1 <u>COMMENCEMENT OF WORK</u>. CONTRACTOR shall not commence work until all certificates and endorsements have been received and approved by the CITY. All liability insurance required by this Agreement shall not be cancelled until 30 days advance notice has been provided to the CITY, 10 day notice shall be provided for cancellation due to non-payment of premium.
- 4.2 <u>WORKERS COMPENSATION INSURANCE</u>. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.`
- 4.3 <u>INSURANCE AMOUNTS</u>. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:
  - (a) Commercial general liability in an amount of \$1,000,000.00 per occurrence (claims made and modified occurrence policies are not acceptable); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
  - (b) Automobile liability in an amount of \$1,000,000.00 combined single limit. (claims made and modified occurrence policies are not acceptable); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

(c) Professional liability in the amount not less than \$1,000,000 per occurrence; Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the professional/consultant shall continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced either by a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier

An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 4.3 (a) and 4.3 (c) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.

- 5. Non-Liability of Officials and Employees of the CITY. No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.
- 6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
- 7. <u>Independent Contractor</u>. It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
- 8. Compliance with Law. CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.
- 9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
  - a. (Contractor)
    Richard Fisher Associates
    Attention: Richard Fisher
    2001 E. First Street, Suite 160
    Santa Ana, CA 92705
  - b. (Address of CITY)
    City of Garden Grove
    11222 Acacia Parkway
    Garden Grove, CA 92840

(with a copy to):
Garden Grove City Attorney
11222 Acacia Parkway
Garden Grove, CA 92840

- 10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
- 11. <u>Licenses, Permits, and Fees</u>. At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.

- 12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.
- 13. <u>Time of Essence</u>. Time is of the essence in the performance of this Agreement.
- Limitations Upon Subcontracting and Assignment. The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.
- 15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
- Indemnification. CONTRACTOR agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

17. <u>Appropriations.</u> This Agreement is subject to and contingent upon funds being appropriated therefor by the Garden Grove City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the CITY.

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(Agreement Signature Block on Next Page)

year shown below. Date: \_\_\_\_\_ "CITY" **CITY OF GARDEN GROVE** City Manager ATTESTED: **City Clerk** Date: \_\_\_\_\_ "CONTRACTOR" Richand Fisher Associates Name: Richard A. Fisher Title: President Date: 2/14/18 Tax ID No. \_\_ 04-3590791 If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY. APPROVED AS TO FORM: Garden Grove City Attorney 2-20-18

IN WITNESS THEREOF, these parties have executed this Agreement on the day and

# ATTACHMENT "A" SCOPE OF WORK

# PARKS, RECREATION AND FACILITIES MASTER PLAN RFP No. S-1210-A

# INTRODUCTION

The City of Garden Grove (City) is seeking proposals from qualified professional consultants for the preparation of a Parks, Recreation and Facilities Master Plan. The Parks, Recreation and Facilities Master Plan will set the framework for decision makers in the planning, maintenance, and development and/or rehabilitation of Garden Grove parks and recreation facilities. Equally important will be that the Master Plan provide a systematic and prioritized approach to the implementation of parks and recreation projects.

# **PROJECT OBJECTIVES**

Garden Grove is essentially built out with very little new lands available for development. An existing stock of Parks and Recreation facilities has many elements that may need rehabilitation or redesign to better meet current trends. A key component of our community is the creation of a Parks and Recreation Master Plan, and this plan should achieve the following results:

- Describe current and future demographic projections and regional context;
- Examine the current conditions of parks and facilities;
- Study and analyze current public demand and needs for parks and recreation facilities;
- Develop operating policies based on future needs expressed by the staff and the community;
- Make recommendations on opportunities for joint use and future acquisition;
   and
- Describe funding and financing strategies and actions to enable the City to implement the recommendations by the year 2031.

# **SCOPE OF WORK**

A key component in creating the Park, Recreation and Facilities Master Plan will be a shared process that taps the opinions and ideas of all stakeholders and includes a review of existing assets inventory, demographics, and current planning standards. The scope of work will focus on three components: Needs Assessment, review and recommendation of modifications to existing facilities, and financial implementation.

- A. **Objectives:** Describe the consultant's approach to accomplishing the objectives stated in the RFP and identify the methodology proposed. The consultant is encouraged to include suggestions or supplemental tasks which may enhance the project or streamline the scope of work and improve cost effectiveness. State your assumptions clearly. Include the decisions, products, data, and corollary information that the consultant expects from City staff.
- B. **Meetings and Presentations**: The consultant team must be available to participate in meetings with staff, focus group comprised of stakeholders, and public forums. The proposal cost estimate should be based on a minimum of four (4) meetings, at least two of which are anticipated to be open public forums, a formal presentation to the Parks, Recreation and Arts Commission and at least one formal presentation to the City Council. Please note in the fee schedule a per-meeting unit cost for any additional meetings.
- C. **Needs Assessment:** The Needs Assessment will study the existing parks system and recreation facilities, existing asset inventories, existing and projected demographics, provide a statistically valid survey, and solicit public input via workshops or other means to provide information on trends to determine how well existing facilities address the community's current and future needs. It will identify where surpluses and deficiencies exist. The needs assessment will take into account parks and recreation facilities owned by other entities and how those factor into the recreational needs of the community as well as how the City may maintain public access to those amenities.
- D. **Recommended Modifications/Additions**: The Needs Assessment will provide the data and information necessary to evaluate how the parks and recreation facilities meet current and future needs and whether modifications and/or additions will be required. The consultant will be expected to make recommendations which take into account the current and future needs, condition of existing facilities, and cost of modifications in determining how to serve the long range needs of the community.

- E. **Financial Implementation:** A review of revenue sources and recommendations on potential financing strategies will be completed in coordination with City staff as a part of the Master Plan. The consultant will be expected to identify other methods of funding or revenue generation/operating models successful in other agencies and include potential public/private partnership opportunities. This section should include a comprehensive list of funding sources by project type. The Parks, Recreation and Facilities Master Plan should be designed to connect the parks and recreation facilities to the City's Capital Improvement Plan (CIP).
- F. OPTION A: Recommend improvements related to Americans with Disabilities Act (ADA) accessibility of existing parks and facilities.
- **G. OPTION B: Preparation of a Civic Center Park Conceptual Plan.** These services will include (3) conceptual design plans with one preferred conceptual that is based on numerous factors including but not limited to public comment, market/demographics analysis, city documents and other applicable background, data or historical information.

# **Project Description-OPTION B**

Civic Center Park is located at the heart of the downtown area, directly across from Garden Grove City Hall. The park runs along Euclid Street from Acacla Parkway to Stanford Avenue. The park is approximately four (4) acres in area. Civic Center Park is a passive park in the City of Garden Grove. Park activities include strolling, dog walking, picnicking, informal exercising and a place to gather.

Currently the City of Garden Grove has a campaign to revitalize the downtown area. New restaurant and entertainment development is occurring throughout the downtown and Civic Center Park is in the hub of it all. A redesign of the park to include a family friendly water spray pad feature, benches and sitting areas for people to gather, kiosk locations for small commercial vendors and open space for special events.

### Scope of Work-OPTION B

The scope of work shall include a conceptual design and documentation of the proposed improvement to Civic Center Park as described above including drawings with the following general requirements:

1. Produce three (3) conceptual design plans for review, comment and selection that include (at minimum) the above proposed improvements. A final preferred option shall be included among the

- three (3) conceptual design plans that will be recommended to the City Council.
- 2. Prepare a brief overview of the park project, demographics and community input regarding the design of the conceptual plan,
- 3. Prepare a rough cost estimate in the form of range for the proposed improvements for the conceptual design.
- 4. A minimum of nine (9) meetings will be required to ensure that all programming and design needs are met. These meetings shall include a kick off meeting, four (4) team review meetings, two (2) community-wide meetings, one (1) City Council presentation and one (1) Parks, Recreation and Arts Commission presentation.

Provide a statement of proposed cost that include all work to be performed and all costs for which the Consultant expects to be paid. Provide a breakdown of the anticipated hours required, by task and personnel, with proposed billing rates.

NOTE: Both Options A and B will be an option for the City to select as part of the contract based on available funds in the budget. It is mandatory for all proposers to include pricing for both Option A and B as separate line items. The Pricing component of the evaluation process will NOT include these options.

# PROPOSAL FORMAT AND CONTENT

A brief description of the proposer's philosophy and/or approach to the project should demonstrate the team's understanding of the project. If the consultant is unable to determine the extent of work required based on the information provided in the RFP, this should be stated as well. Proposals should be typed and be as brief as possible. They should not include any elaborate or unnecessary promotional material. Each proposer should adhere to the following order and content (no exceptions) of proposal sections:

- A. Cover Sheet with Contact Information: This sheet should have primary contact information including name, address, organization name, phone number and email address.
- B. Transmittal Letter: The transmittal letter should include the signature of the person authorized to obligate the firm and disclose any financial, business, or other relationship with the City of Garden Grove that may have an impact upon the outcome of this contract and shall contain a statement which guarantees that the proposal/cost estimate is valid for ninety (90) days. The prospective consultant should also list current clients who may have a financial interest in the outcome of this contract, although it is unlikely the City will entertain any changes. The consultant shall state any exceptions to the standard City Agreement. Indicate compliance with nondiscrimination requirements of the City and State pertaining to the development, implementation, and

maintenance of a nondiscrimination program. The prospective consultant's signature affixed to and dated, to comply, unless exempted, with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

- C. Work Program Timeline: Include a timeline showing the estimated length of time for completion of the master plan process. Time estimates should be expressed in number of days/weeks without reference to a specific starting date. The timeline should identify when draft and final work products will be submitted to City staff.
- D. Statement of Qualifications and Relevant Experience: Describe your team's directly related experience over the past five (5) years. Include on each listing the name of the client, description of the work done, primary client contact address and telephone number, and dates for the project. In addition, include the name of the project director and/or manager and members of the proposed project team who worked on the project, as well as their respective responsibilities.
- E. **Background and Approach**: Describe your understanding of the City, the proposed work to be completed, and the site opportunities and constraints.
- F. Work Plan & Scope of Work: Describe the sequential work tasks you plan to carry out in accomplishing each of the components identified in the Project Organization and Scope of Work section of the RFP. (Provide work plan provisions to include public input within the design, where warranted.) In general, this includes individual meetings with staff and community groups (stakeholders), and (for intermediate and final design phases) public meetings that discuss project updates, estimates, or significant deviations from the proposed concepts of the master plan. Provide line items for these cost options.
- G. **Project Organization and Staffing:** Briefly describe your approach and methods for managing the project, and provide an organizational chart showing all proposed project team members. Briefly describe the responsibilities of each person on the project team. Identify the project director and/or manager, and the person who will be the key contact with the City of Garden Grove. Also include brief resumes for each member of the project team.
- H. Conflict of Interest Statement: Include a statement disclosing any involvement with plan/ development projects in the City of Garden Grove by the consultant (and sub-consultants) within the last year. The City of Garden Grove reserves the right to reject any proposals having the potential for conflict of interest.

- I. **References**: Please provide three (3) references for the same type of services within the past five years. Please include the clients name, project description, project/contract dates (starting and ending), client project manager name, email address and telephone number. Please make sure that the information provided for your references is current and accurate. References will not be considered if information provided is inaccurate. Please Do Not use the City of Garden Grove as a reference. The City of Garden Grove reserves the right to contact any of the organizations or individuals listed.
- J. Cost Proposal: Consultants shall provide a cost proposal on a separate sheet, included under the same cover as the consultant's proposal. The cost proposal shall be submitted in a spreadsheet format and include breakdowns of all phases and a cost for each. The consultant is free to format tasks/milestones under each phase as deemed appropriate based on past experience and understanding of the project. Please make sure that pricing is include for:

**OPTION A: ADA Recommendations** should be listed as a separate line item in the pricing so that the City can determine if it will be included as part of the contract based on available funding in the budget.

**OPTION B: Preparation of a Civic Center Park Conceptual Plan** should be listed as a separate line item in the pricing so that the City can determine if it will be included as part of the contract based on available funding in the budget,

The required proposal pricing is to be submitted based on a not-to exceed total amount for all services required in the Scope of Work. Please make sure that the not to exceed total amount for all services is included in your proposal or your proposal may be deemed as non-responsive at the City's discretion. Proposers may optionally include hourly rates based on the project team job titles for any additional work that the City may elect to do under the contract. Hourly rates may not be submitted in lieu of the required format of the proposal pricing. The City may elect to contract all or only some of the phases of work based on current funding in the budget as its sole discretion.

- K. Required City Documents: All required City required documents must be signed by an authorized party and included in the proposal on the due date and time. These documents are included in this RFP document on the pages indicated below. Failure to provide these documents with your proposal may result in your proposal being deemed as non-responsive at the City's discretion.
  - a. Proposal Letter/Certificate of Acceptance (Pages 10-11) completed and executed by an authorized representative of the Proposer.

- b. Bidder/Contractor Statement (Page 12)
- c. Anti-Collusion Statement (Page 13)
- d. Statement of Compliance (Page 14)
- L. The City of Garden Grove will not pay any cost incurred by any consultant resulting from preparation or submittal of a proposal in response to this RFP. The City reserves the right to modify or cancel in part, or in its entirety, this RFP. The City reserves the right to reject any or all proposals and to waive any defects and/or informalities.

# **SUBMITTAL REQUIREMENTS**

- 1. A statement of qualifications, including at least one link to a recent Park, Recreation and Facilities Master Plan. If the sample was not prepared by the team members who will be working on the City of Garden Grove Master Plan, include relevant samples (or links to samples) of work by those team members.
- 2. A brief description of your philosophy and/or approach to the project which demonstrates the team's understanding of the project and the relevant issues.
- 3. A proposed public input process including expected outcomes of each meeting.
- 4. A proposed Scope of Work describing your approach to accomplishing the objective stated in the RFP and identifying the methodology proposed. The consultant is encouraged to include suggestions or supplemental tasks which may enhance the project or streamline the scope of work and improve cost effectiveness. Clearly articulate all assumptions regarding data and information that you expect from the City. Provide a detailed list of all products/deliverables anticipated as a result of the Master Plan project.
- 5. Proposed timeline. City would like to complete this effort within a six month time frame

# **LIST OF PARKS AND OTHER LOCATIONS**

- 1. Atlantis Play Center, 13630 Atlantis Way.
- 2. Chapman Sports Complex, 11700 Chapman Avevue
- 3. Eastgate Park, 12001 St. Mark Street
- 4. Edgar Park, 12781 Topaz Street
- 5. Faylane Park, 11700 Seacrest Drive
- 6. Hare School Park, 12012 Magnolia
- 7. Jardin de los Niños, 12534 Keel Avenue
- 8. Magnolia Park, 11402 Magnolia Street
- 9. Morningside School Park, 10468 Morningside Drive
- 10. Pioneer Park, 12722 Chapman Avenue
- 11. Shelley Kensington Park, Shelley Drive & Kensington Lane
- 12. Village Green Park, 12732 Main Street
- 13. West Grove Park, 5372 Cerulean Avenue
- 14. West Haven Park, 12252 West Street
- 15. Woodbury Park, 13800 Rosita Place

Not to be included: Civic Center Park, Euclid St & Acacia Pkwy. (Please see OPTION B.)

# LIST OF FACILITIES

- 1. Buena Clinton Youth and Family Center, 12661 Sunswept Avenue
- 2. Magnolia Park Family Center, 11402 Magnolia Street
- 3. H. Louis Lake Senior Center, 11300 Stanford Avenue
- 4. Community Meeting Center, 11300 Stanford Avenue
- 5. Courtyard Center, 12732 Main Street
- 6. GEM Theatre, 12852 Main Street
- 7. Festival Amphitheatre, 12762 Main Street
- 8. Garden Grove Sports and Recreation Center, 13641 Deodara Drive

#### **SELECTION PROCESS**

The City will use the rating criteria listed in this RFP to determine each consultant's suitability to perform this work.

The City's selection committee will review all proposals based upon the above stated criteria and will select proposers who will be invited to make individual presentations. Presentations will be at the discretion of the City.

Following the interview process, it is the intention of the City of Garden Grove to select one consultant based solely on this RFP and on the quality of the proposals received.

# Attachment "B"

# Work Plan & Scope of Work

The Richard Fisher Associates' team members look forward to working on projects where our Professional Parks & Recreation Team gets to combine our creative and innovative design talents with our exceptionally experienced management skills in helping our clients achieve their Parks & Recreation goals. We feel that the City of Garden Grove Parks, Recreation & Facilities Master Plan is one of these projects, and we commend the City for undertaking this important effort! Our approach to this project will be to become intimately familiar with the City's park facilities and its recreational needs through studying the existing files, plans, and documents; meet with Recreation Program staff to understand programs currently offered; meet with the Parks Operations leader in the Public Works' Maintenance Operations Division to gain his insight into facility challenges facing the City; and make site visits to all City parks, taking lots of digital photographs.

With the *RFA* team having previous experience with the preparation of eight (8) Parks & Recreation Master Plans, many efforts in the preparation of this Master Plan will be streamlined. A key component in the success of this endeavor is in knowing the questions needing asked, and taking information from these responses to analyze; combine with regional trends in providing Park facilities and Community Services programs; and formulate recommendations for short and long-range facility improvements and program opportunities for the City's constituents.

#### PARKS, RECREATION AND FACILITIES MASTER PLAN

Phase 1: Data Gathering & Evaluation

Task A - Approach & Methodology

# Step 1 - Preliminary Research & Data Gathering

We will start the *Parks, Recreation & Facilities Master Plan* process by meeting with City staff. Of first priority will be to go over the City's goals and expectations of the Master Plan to assure that we have a strong understanding of the City's expectations. This introductory effort will also include discussions with City staff for the refinement of both the Master Plan process and the related Master Plan Preparation Schedule.

# Step 2 - Collection of City Documents & Contacts

At this time, we will gather all available park facility summary lists, existing plans and records, all available data on participation levels in existing recreation / community services programs, as well as contact lists for sharing of information.

In addition, the City of Garden Grove staff will provide any available information on the local community being served, to include:

- Local School facilities (at intermediate schools and high schools) available to the community
- Private facilities available for parks and recreation / community services uses
- Listings of current partnerships and collaborations providing recreation / community services facilities

# Step 3 - Collection of the City Documents & Data

Simultaneously, we will gather all available demographic data, and pertinent information relating to growth projections and services which may impact the provision of park facilities and recreation / community services programs to the community (as this information relates to the need for development of new facilities).

# Task B - Parks and Facilities Assessment & Analysis

Step 1 - Update Inventory of Existing Parks and Facilities' Amenities

Step 2 - Assessment of Existing Parks and Facilities' Amenities

We will visit all existing City parks and facilities to inspect and evaluate the existing conditions, update the City-provided inventory of all the existing parks and facilities, and record notes of specific opportunities and constraints of each site. We will pay special attention to those areas within any park facility that appear to be developed below their recreational potential. Through the use of our "Smart Level", we will evaluate the primary (most-accessible) route into each park, to determine any abilities to improve upon / attain full compliance with ADA accessibility standards.

In addition, we will review the existing inventories to reflect current amenities being offered throughout the City. This effort includes all intermediate schools and high schools in the City, but excludes the elementary schools.

Discussions with City staff will focus on information available on the scheduled uses of all park facilities, as well as player ages, numbers of participants, and types of activities by various sports groups.

#### Step 3 – Assessment of ADA Accessibility in Parks & Facilities

As a part of the field review of each park, our Consulting Team will evaluate the primary access way (only) as to its conformance with ADA accessibility design standards. Without being able to have City of Garden Grove provided As-built Grading Plans for each park facility, *RFA* will rely on its "Smart Level" device, which will indicate the gradient of the path-of-travel. Measurements will be taken to determine the quantity of walkway surfacing replacement which might be required to gain conformance.

As an Optional Services Task, this Proposal offers a City-wide public parks and facilities ADA accessibility review (see 'Option A: Recommend Improvements related to ADA Accessibility of Existing Parks and Facilities at the end of this Section').

# Step 4 - Assessment of local Non-City Parks & Facilities

With guiding input from the City of Garden Grove staff, our Consulting Team will visit and evaluate local non-City Parks and Recreation Facilities / School Facilities / Regional Recreation Facilities which are serving the community.

# Task C - Recreation Program Participation Assessment & Analysis

# Step 1 – Inventory of Existing Recreation / Community Service Programs, Activities and Services as this Data relates to Parks and Facilities Usage

**RFA**'s Lead Recreation Specialist will spend time with City staff, gathering all available printed and verbal information, including the current inventory of recreation programs and special events, the level of participation by the community, current recreation facilities' joint-use agreements and partnerships, and other valuable information which City staff feels should be shared.

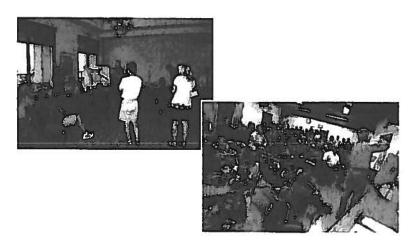
This effort will culminate in creating a matrix of the participation levels of all public recreation programs being provided to the community, in order to analyze potential needs for expansion of current parks and facilities to meet future needs.

#### Phase 2: Community Input Process

Communication is the key to a successful Phase 2 of this Master Plan process. We feel strongly that for this *Parks, Recreation & Facilities Master Plan* to be an accurate, useful, pertinent tool for the City of Garden Grove, the community must play an active role in the Master Plan process. We will organize and

conduct fun and exciting Community Meetings to draw out Input from neighbors, community members, City staff and existing specific user groups. We will ask a lot of questions and do even more listening. We will maintain control of the meeting when emotions run high and we will listen. We will make sure everyone has a chance to speak and express their opinions, and then we will listen some more. For those who wish to decline from participating in publicly commenting, we propose to facilitate their input through communications by marker pens on butcher paper-covered tables. We have had a lot of practice running workshops, community meetings and doing presentations for City Boards, Commissions, and City Councils, both as consultants and as Public Agency employees. We feel this experience level is unique and gives us a full understanding of the process, which separates us from other Landscape Architectural firms.

**RFA's** Consulting Team Leaders will meet with City staff to customize the methodologies for the effort of community outreach for the **Parks**, **Recreation & Facilities Master Plan**. The ultimate customized methodologies will be invaluable tools in gathering input from the community on the uses and desires for Parks and Facilities. This Proposal assumes that **RFA** will prepare graphics for the notification of public meetings while all actual notifications for meetings will be handled by the **City of Garden Grove**.



#### Task D - Community & Stakeholder Input & Analysis

### Step 1 - Web-based Survey Preparation

• An important methodology to gain input, particularly for those who will not attend a public workshop, is to conduct a Web-based Survey. This important solicitation will be custom designed and overseen by highly-experienced staff from our sub-consulting team members at Left Brain Concepts, Inc (LBC, Inc). Following their preparation of the draft survey, the City of Garden Grove staff will be requested to review and comment on any revisions desired. Again, with the new Council Districts in the City, the web-based survey will include the ability for respondents to indicate the Council District in which they reside (see discussion in Step 3, below).

#### Step 2 - Preparation of a Baseline Service Level

To establish a baseline level of Parks and Facilities, we will need to first identify the level of parks and facilities that the **City of Garden Grove** is currently providing. We will then look at current opportunities and constraints of facilities and staff to identify possible areas of service expansion. Thorough research, professional experience, and data collection from other providers of park facilities and recreation services within the local region will be used to develop options of service. Information from community members, City staff, interest groups, and even parks and program participant interviews, will be key to determining the proposed level of parks and facilities that will be appropriate for the **City of Garden Grove** in meeting the needs for the next 15-year period.

# Step 3 - Conduct Web-based Survey

LBC, Inc staff will oversee the web-based survey for citizens community-wide to respond to the survey during a 2-week window of opportunity. [NOTE: The survey will be prepared in English, but may be conducted in additional languages (i.e., Vietnamese and/or Spanish) for an additional negotiated rate].

**RFA** proposes to have the **City of Garden Grove** publicize the survey through mailings, announcements in the local newspapers, and in mailings directing people to link to the survey on the City's webpage. LBC, Inc will coordinate with the City's iT manager to place the survey on the City's webpage, then accept the responses from these surveys.

The *RFA* team is well aware that in 2016, the **City of Garden Grove** has revised its local representation through the creation of 6 Council Districts rather than Council Members serving the community-at-large. As there is a strong likelihood that Council members may put a priority on being able to review community input specific to participants within their respective District, we are offering the analysis of the web-based survey which would be District-specific.

Immediately following the completion of the survey window of opportunity, LBC, Inc. staff, by importing responses through the Survey Monkey interface, will use their powerful software, The Survey System, which was designed to compile and analyze responses to surveys. Unlike the final product obtained from Survey Monkey, The Survey System will allow us to sort, filter and conduct numerous statistical analyses, including comparing responses by Council Districts. A detailed summary and report will then be completed with senior-level staff preparing citizens' recommendations. Upon completion of all Data Analysis, a draft report will be generated for *RFA* and the City of Garden Grove to review.

Following this draft review, a final report will be prepared to reflect the study's objectives. We are particularly focused on assuring that this report is strategic in nature and recommendations are actionable as responses to community input.

Step 4 – General Public Forum Workshops / Meetings (2)

Step 5 - Workshop with Sports League User Groups (1) (Optional)

Step 6 - Field Observations / Interviews with Park & Program Participants

Step 7a – Meetings with the City of Garden Grove Staff (3-5)

Step 7b — Workshop with the Garden Grove Parks, Recreation and Arts Commission [(1)-Basic Services and (1) Optional Services]

Step 7c - Presentation to the Garden Grove City Council [(1)-Basic Services and (1) Optional Services]

**RFA** anticipates conducting public interviews at several of the City's park sites, offering participants an opportunity to communicate desires for upgrades and/or additional amenities within the parks. In addition to open discussions, participants will have an opportunity to offer specific facility and program input.

Using the feedback from the Community input Process, the City of Garden Grove staff direction, and our team's professional training and experience, we will prepare a list of recommendations for each park site. The goal of the Master Plan process is to be able to meet the recreational needs of the community through adequate parks and facilities, reflect the information gathered at the Community Workshops, and provide functional, safe and maintainable recreational spaces. Using the unique depth of experience that we already have, information from the workshops, summary information gathered from the web-based survey, and combining it with specific site information we will solicit from the City staff, we will evaluate the current park uses and conditions, paying close attention to safety, orientation, circulation, (ADA) accessibility, visibility, usability, ease of maintenance, durability and aesthetics.

#### Step 8 - Community Input Analysis & Summarization

Establishing a suitable methodology for determining participation rates is a critical step for identifying current and projected facility requirements for the **City of Garden Grove**. Our methodology for determining the participation will consist of several steps that will include, but not necessarily be limited to, the following; examining the documented Recreation & Human Services staff's registration records, sports groups' registration documents, other special interest groups, and focused discussions with City staff to best understand current uses of facilities and staff recommendations for facility use optimization and/or expansions.

Articulating the City's Parks and Facilities Goals, Policies and Actions will require carefully analysis of data and information we will be receiving from the Surveys, Community Workshops, and meetings with City staff. Careful consideration will have to be given to how the facilities, both existing and proposed amenities, will be able to keep up with the increasing participation rates without overburdening the staff and facilities. From our Public Agency employee experience, we know that maintenance budgets are rarely increased, even when new facilities, or even entirely new parks, are built within the agency's boundary and added to the staff's responsibility.

**RFA** will prepare a summary of Facility Improvement Needs that are the outcome of the Community Input Process.

#### Step 9 - Project Progress Meetings

The *RFA* Key Team Members will conduct monthly Project Progress Meetings with City staff, identifying at each meeting where the Master Plan process is in the adopted project schedule. The Team will assist the City of Garden Grove Project Manager with preparing Project Status Reports for City Council updates. As directed by City staff, *RFA* has the ability to make high-quality presentations to the Commission and/or City Council as well.

#### Phase 3: Comprehensive Master Plan Parks & Facilities Recommendations

### Task E - Parks & Facilities Recommendations

Step 1a - Recommendations for Potential Park Developments & Renovations

Step 1b - Prepare Aerial Plan w/ Overlay for Potential Development & Renovations (max. of 6 parks)

Step 2 - Discussions on Funding Priorities for Parks and Facilities

Step 3 - Summary of Planning Demographics & Issue Impacts for the Master Plan

The *RFA* team will complete a comprehensive report of current inventories of existing and proposed park acreage and their facilities. In addition, the consulting team will prepare recommendations for upgrades to Parks & Facilities as a part of the Master Plan Document. Specific park amenities and upgrades will be discussed in narrative detail. Development of Park Concept Plans (graphic) for all of the parks listed on the City website is not a part of this Proposal's Scope of Work. However, the manner in which graphic presentations for proposed amenities is discussed immediately below.

At the time of preparation of this Proposal, neither the City of Garden Grove nor RFA staff can determine the number of existing parks which will ultimately require graphic exhibits with proposed amenities for inclusion in the Final Master Plan. However, for this Proposal, RFA has made the following assumptions:

- Graphics depicting proposed additional park amenities will be prepared using Google Aerial Photos of each selected park, with proposed amenities graphically indicated on a transparent overlay. These graphics will ultimately be scanned into electronic format.
- Of the current City Parks, the assumption is that (5) parks will require graphics depicting proposed additional / modified amenities.

Should more than (5) of the existing parks require graphic preparations, RFA requests that the
additional work effort be considered Additional Services, and an equitable fee adjustment will be
worked out between the City of Garden Grove and RFA.

A summary discussion will also be prepared regarding the **City of Garden Grove**'s priorities in funding both parks and facilities renovations and/or expansions. These recommendations will be the product of the documented outcomes from the Needs Assessment process.

A summary of how the City's Planning Demographics impact the proposed park improvements will be prepared. Brief discussions of regional, state and national trends will be included, while the main emphasis of these recommendations will focus on both short-term and long range plans to assist in the annual budget process for the City of Garden Grove.

#### Phase 4: Fiscal Analysis

### Task F - Fiscal Analysis & Recommendations

Step 1 - Financing & Revenue Analysis

Step 2 - Funding Alternatives

Step 3 - Partnership & Joint-Use Assessment & Recommendations

As a part of the fiscal analysis and recommendations, *RFA* will look at various funding alternatives that are successful with other municipalities; as well as opportunities and expansions of Joint-Use Agreements with the local School District, and other local community organizations.

#### Step 4 - Capital Cost Estimates

Using the Google Aerial Photos and limited field area calculations, the *RFA* team will assign "typical" park development costs for any new amenities that are included in the recommendations within the Master Plan. Because the preparation of Park Improvement Plans is not a part of this Scope of Work, all Capital Cost Estimates will be based on recent typical costs for other projects for other clients.

Step 5 - Capital Funding Sources

Step 6 - Grant Funding

The *RFA* team will prepare a discussion section regarding Capital Funding Sources. The team anticipates the Action Plan will discuss specific strategies for soliciting and managing a highly-defined Grant Funding Program.

#### Phase 5: Action Plan Development

#### Task G - <u>Implementation Strategies</u>

# Step 1 - Action Plans for Implementation of Master Plan Recommendations

As the final efforts of the evaluations of Parks and Facilities needs, Grant Funding, and other segments of the Master Plan, the *RFA* team, with close interaction with key **City of Garden Grove** staff, will develop a multi-faceted Action Plan to address where the recommendations of the Master Plan will go from here. Some steps may include further design efforts for specific amenities, contracting for Grant Program efforts; and/or other steps. This process will be addressing the priority of many of the potential Action Items, as well.

#### Step 2 - General Policies & Procedures

As the community makes requests for, and any recommended modifications to the Parks and Facilities are evaluated and summarized, the *RFA* team proposes to request the *City* of *Garden Grove* City Council interaction on the refinement of a *Parks & Recreation Policies and Procedures Statement*. This

Document will assist staff in moving forward with the various levels of services and facilities that are in concert with the Policies Statement.

Phase 6: Master Plan Submittals and Approval

Task H - Submittals, Reviews and Approval Procedures

Step 1 - Draft Master Plan Submittal & Presentations

Step 2 - Final Master Plan Submittal & Presentations

The City of Garden Grove Parks, Recreation & Facilities Master Plan will be presented to the Parks, Recreation and Arts Commission for initial presentation of the draft document and could be presented again as a final recommending approval step (Optional Services). The final Parks, Recreation & Facilities Master Plan will be presented to the City Council for final adoption. Should the City Council desire to have the draft document also presented to them following the initial presentation of the draft document to the Commission, this additional presentation can be made as an Optional Services item. These presentations will be a collaborative effort of key City of Garden Grove staff and RFA key team members. As stated earlier in this submittal, we have successfully presented over 150 projects to Parks & Recreation/Community Services Commissions, Planning Commissions, and City Councils!

Within this Scope of Work, we have allowed for up to four meetings to present the Master Plan to the Commission and City Council. We look forward to these meetings with your decision makers to initially summarize the process and inputs received from the citizens, and ultimately obtain approval of the final *Parks, Recreation & Facilities Master Plan*.

The Draft Master Plan Document: A completed Draft Master Plan document with all graphics and text, with (3) sets of bound copies, will be delivered to the **City of Garden Grove** for review and final comments.

The Final Master Plan Document: 100% complete, original camera-ready art, digital files, and all graphics and text, along with (1) final bound copy and in electronic format, will be delivered to the **City of Garden Grove** for final City Council approval.

Inventory of all Existing Parks and Park Facilities: From the current inventories provided by the City of Garden Grove staff, and field inventory process included in Phase 1, we will prepare a Park Inventory section within the final document. Included in this section will be an 8 1/2" x 11" Matrix, including each of the existing park sites and a written list of the existing park facilities and furnishings. We also propose to include a quick reference matrix summarizing all of the park sites and a list of their existing facilities on one sheet.

OPTION A: Recommend Improvements to Americans with Disabilities Act (ADA) Accessibility of Existing Parks & Facilities

#### Task I - ADA Accessibility Review

**Richard Fisher Associates** is pleased to also propose to provide professional services to evaluate all City parks and facilities for the exterior site improvements' compliance with ADA Accessibility criteria. The **RFA** team includes Gary Groshon as an expert in the interpretation of Federal design criteria for ADA compliance and conducting site inspections to compare site conditions with the Federal standards.

Gary will inspect all City parks and facilities, initially to identify any exterior accessways, furnishings and equipment which do not meet the DOJ –ADA 2010 Standards for Accessible Design. These conditions will be described in a brief report and documented with photographs.

The quantities of replacement equipment and furnishing, and the walkway surfacing in non-conformance conditions will be calculated to determine the potential costs for removal and replacement. *RFA* staff will add the calculated costs of this remedial work to the comprehensive Capital Cost Estimates work prepared within Phase 4, Task F-4 of the Master Plan.

# OPTION B: Preparation of a Civic Center Park Conceptual Plan

**Richard Fisher Associates** is pleased to propose to provide professional services to prepare Conceptual Plans for the Civic Center Park Renovation, to include the following steps.

#### Task J - Preparation of a Civic Center Park Conceptual Plan

Step 1 - Conduct Kick-off Meeting with City Staff

Step 2 - Prepare Aerial Topographic Survey and Base-sheet Data

Step 3 - Prepare Materials for Community Outreach Meetings

Step 4 - Conduct Initial Community Outreach Meeting (1)

Step 5 - Conduct Team Review Meetings (4)

Step 6 - Prepare (3) Conceptual Designs (color-rendered)

Step 7 - Conduct Second Community Outreach Meeting (1)

Step 8 - Refine Preferred Conceptual Plan (color-rendered)

Step 9 - Prepare Cost Estimates of Preferred Conceptual Plan

Step 10 - Present Preferred Conceptual Plan to the Parks, Recreation & Arts Commission

Step 11 - Present Preferred Conceptual Plan to the City Council for Approval

RFA will prepare up to (3) Conceptual Plans for this park, with variations in the designs to reflect the consensus voiced by the initial Community Outreach participants. Following a City staff-level review of the Conceptual Plans, we will color-render these plans so that they are readable at the second Community Outreach Meeting. It will be the goal to gain consensus on the preferred Conceptual Plan at this second meeting, with limited minor modifications requested by the participants being implemented to create the Preferred Conceptual Plan. This plan will be color-rendered and used for presentations to the Parks, Recreation & Arts Commission and to the City Council.

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