Request for Proposals
For
Professional Park Planning
And Engineering Services
For
Iron Mountain Park Conceptual Plan

Deadline for Receipt of Proposal: July 31, 2015 4pm
Location for Receipt of Proposal: Ryan Stee, Parks Planning and Natural Resource Manager
(Risk of delay in delivery is on Proposer) West End Building
4101 Kruse Way
Lake Oswego, OR 97035 (Physical Address)

Electronic Submission (E-mail):

E-mail: Submit quote in PDF format to rstee@ci.oswego.or.us.

The submitter is urged to submit the electronic proposal at least 2 business hours prior to the deadline for submission. If a “reply confirmation” of receipt of RFP is not received by the submitter 1 business hour prior to the deadline for submission, it is the submitter’s responsibility to telephone the person named above to assure receipt of quotation.

Mail (*Early Submission Deadline):

Mailed proposals must be received and in the below PO Box by the time the City collects the mail from the PO Box (at or shortly after 8 am.). Proposals not in the PO Box when the City collects the mail from the PO Box will be deemed a late submission. It is the submitter’s risk on when post office personnel will place mailed quotations in the PO Box.

Mailing Address: P.O. Box 369
Lake Oswego, OR 97034

Physical Address: 4101 Kruse Way
Lake Oswego, OR 97035

Note: The risk of error or loss in delivery is upon the person submitting the quotation.

RFP Addenda: The City may issue addenda to this RFP until up to 4 business days prior to the deadline for submission of proposals. Proposers should confirm that they have provided their electronic email contact information at the time of obtaining this Request for Proposal OR check the following web page for any addenda less than 4 business days prior to the submission deadline: http://www.ci.oswego.or.us/bids/.org

Section 1. Introduction
The City of Lake Oswego Parks and Recreation Department manages 628 acres of parks in and around the City of Lake Oswego. The system is a diverse collection of properties ranging from
0.2 acres to 151 acres and from developed community plazas and highly designed parks to a farm and natural areas. In 2012 the department completed a community wide planning process to determine the system needs for the next 15 years. Four main goals were established to guide the department, these goals are:

1. **FILLING GEOGRAPHIC GAPS** - Ensure that all residents have access to essential recreation services.
2. **INVESTING IN EXISTING PARKS AND NATURAL AREAS** - Renovate existing parks and facilities; and stabilize natural areas to preserve existing city assets.
3. **PROVIDING RECREATION OPTIONS** - Create unique and diverse recreation facilities, programs and parks to serve a multi-generational community.
4. **ENHANCING STEWARDSHIP, MAINTENANCE AND OPERATIONS** - Promote stewardship, conservation and sustainability through park and natural area operations and management.

In 2014 the community focus for the department has been gearing toward natural area restoration that consists of over 450 acres of the department’s parkland. Additionally, the department has started focusing on planning and development of several natural area parks within the system. This has identified 3 specific properties for planning and development. Natural area “development” does not suggest that these spaces will be designed like traditional developed parks; Parks Plan 2025 has general design guidelines to inform.

The intent of the Request for Proposals is to secure a professional planning/engineering team to lead the department through a community based planning process that results in a collection of professionally designed conceptual park documents that reflects the character and scale of Iron Mountain Park, utilizing and integrating recommendations from Parks Plan 2025 and identified additional community needs. Additional needs could be identified by the community, planning advisory committee, Planning Commission and City Council. The overall project will produce three distinct documents each having a particular expertise associated which are:

- Master plan (conceptual site plan and narrative),
- 30% Engineered stream and wetland restoration plans and,
- 60% construction documents for site plan.

The team responding to this RFP will be responsible for the Master Plan (public outreach, site design, master plan narrative, cost estimate, etc.), the 60% construction documents and 30% Wetland/Stream design and engineering.

**Estimated Project Budget:**

Base Tasks (Phase 1, Phase 2, and Phase 3, See “Attachment D – Task Fee Schedule”):

$ 73,000

Additional tasks are not part of the initial budget. A price quote for additional tasks is requested using Attachment C – Task Fee Schedule.
Section 2. Scope of Services

Please note:

- 60% construction documents refer to areas that will be developed with park amenities such as possible; restrooms, trailhead parking, nature play area. Currently there is roughly 3 acres of developable space (further study is needed to verify).
- 30% Engineered stream and wetland restoration plan refers only to those resource areas and their buffers according to Lake Oswego Code, ODSL and COE. The stream and wetland restoration areas are approximately 2.67 acres (further study will be need to verify). 30% Restoration Plans must meet requirements for a joint permit application submittal to ODSL and COE. Proposer is responsible for verifying minimum requirements for initial submittal.
- Springbrook Creek Stream is not included in the restoration portion of this RFP. See Attachment F - Iron Mountain Park Map (insert 1 on map). Stabilization and Restoration of Springbrook Creek will occur at a later date as part of a more comprehensive stream system study.
- Surveying of site for trail design within the tree grove is not required.
- Surveying of property lines around the Lake Oswego Hunt Club portion of the site are not part of the base budget. A line item for surveying the boundary is in the additional tasks section of “Attachment C – Master Plan Task Fee Schedule”

1. The project must meet the primary priorities of the Lake Oswego Parks and Recreation Department which are (in order of priority): Safety, Functionality, and Aesthetics.
2. The project and final product must follow established City guidelines, policies, procedures, and practices, if applicable, from the following documents:
   a) Parks Plan 2025, 2012
   b) Iron Mountain Restoration Plan, 2013
   c) Iron Mountain Boulevard Park Master plan, 1984
   d) Lake Oswego Open Space Plan, 2001
   e) Sustainability Action Plan for City Operations, 2014
   g) Lake Oswego Urban & Community Forestry Plan, 2007
   h) Citizen Involvement Guidelines for Lake Oswego, 1990, rev. 2004
   i) Comprehensive Plan Part 1, 2013
   j) Transportation System Plan, 2014
   k) Parks and Recreation Facilities Survey Analysis, 2004

These Documents are available on the project website for review.

3. The team will work with the City representative (Staff) to plan and facilitate a public outreach program that at the least follows the outlined outreach meeting schedule listed in “Attachment B - Master Plan Events and Deliverables,” Further discussion or alternatives regarding outreach format and events can be discussed in interview and/or mentioned in proposal in addition to confirming ability to complete “Attachment B - Master Plan Events and Deliverables”. Creative public outreach is encouraged. The project will engage and
encourage participation from the community to determine additional desires (beyond Parks Plan 2025) in the design process. The team will be responsible for:

a) Engaging the community involving as many participants as possible through various methods,

b) Translate the community’s vision of the site into a professionally designed park concept, and

c) Coordinating and integrating the site design with the stream/wetland restoration design team.

4. Background information including park history, current restrictions, and related planning efforts, will be provided to the team by staff; every effort for completeness will be made but the team will be responsible for verifying and completing comprehensive background research.

5. The final park concept plan document for Iron Mountain Park will include the following components:

a) Detailed site plan,

b) Narrative document as outlined in “Attachment A, Iron Mountain Park Document Outline,”

c) 60% construction plans and,

d) Stream and wetland restoration design up to 30% design with option to proceed to the Joint Permitting process.

The components will need to address and in some cases establish the following standards:

a) A low maintenance design model,

b) Natural character park aesthetic (signage, design, etc. some information provided in Parks Plan 2025),

c) Balancing protection and restoration of habitat and human use,

d) Sustainable principles of design and long term maintenance/management of the site, and

6. The intent of this process is for the department to have a document that is ready for the conditional use permit process as required in LOC 50.07.005 Conditional Use Permits. The scope of work outlined by this RFP is the complete process up to submitting the conditional use application. Additional cost estimate is requested for continuing the process through conditional use permit approval, (see Attachment C – Master PlanTask Fee Schedule, Additional Tasks Section). The department will not be following the master plan process as outlined in LOC 50.07.004.06 Parks and Natural Areas Master Plan, but the document will at minimum need to address the following sections of LOC 50.07.004.06.

a) Master Plan Elements LOC 50.07.004.06a

  o Plan elements:
    ▪ Plan vision or goals;
    ▪ Design program, including statement of character, proposed uses, and size of facilities;
- A site plan, including general circulation patterns and approximate access points, methods of public services, and general placement of structures and type of uses;
- A site inventory and environmental analysis;
- Identification of opportunities and constraints;
- A site master plan, including provisions for protecting natural resources, where applicable; and
- Construction estimating and phasing plan.

Public Involvement Elements:
- Development of the master plan through a committee approved by the City of Lake Oswego;
- Public meetings to address the following items: project introduction, discussion of site analysis, opportunities, and constraints, and discussion of design alternatives and selection of a preferred alternative; and
- A study session where members of affected boards and commissions have been invited to review the proposal.

b) Master Plan Criteria LOC 50.07.004.06c.
- The master plan satisfies any applicable regulatory policies of the City Comprehensive Plan;
- The characteristics of the site are suitable for the proposed use considering size, shape, location, topography, existence of improvements and natural features;
- The improvements and uses proposed for the site are capable of being served by the existing or planned transportation systems, public facilities and services;
- The proposed uses will not alter the character of the surrounding area in a manner which substantially limits, impairs or precludes the use of surrounding properties as allowed by the respective underlying zone;
- A master plan shall include an analysis of the projected average daily vehicle trips to be generated by the proposed uses to be authorized under the master plan and their distribution pattern, and the impact of the traffic on the capacity of the street system which would serve the uses; and
- The allowed development will be compatible or can be made compatible with the surrounding neighborhood to the extent practicable.

7. **General Information**

A. Review and analyze site related background information, develop opportunities and constraints based on the analysis. Work with designated staff to manage the project (designated staff will guide the process and be the decision-making representative for the City of Lake Oswego).

B. Prepare presentations, programs, reports and summaries, provide materials, document copies, and documentation for public outreach events, team and staff meetings, technical advisory committee meetings/correspondence, advisory
board meetings/correspondence, planning commission meetings/correspondence, and city council meetings meetings/correspondence.

C. Attend and facilitate meetings as outlined in “Attachment B, Master Plan Events and Deliverables”:
   a. Public outreach, (Design Charettes, etc.),
   b. Citizen and Technical Advisory Committee,
   c. Advisory Board and Commissions,
   d. City Council meetings
   e. Approximately 12 team meetings with staff, to occur at specific intervals throughout the planning process. Meetings may be a combination of in person or phone conversations. In-person meetings will occur at the team’s office within the Portland Metro area unless otherwise negotiated. Depending on the process, approximately 6 additional meetings could occur for design revisions and conditional use permit process.

D. Provide a cost estimate for the project, submitted in the format of “Attachment C – Master Plan Task Fee Schedule.” Additional information relevant to the cost estimate can be attached.

E. Project will be paid on percentage of each task completed based on “Attachment C – Master Plan Task Fee Schedule”.

F. Compose and submit “tangible deliverables,” which include reports, meeting notes, meeting materials, event materials for outreach and process meetings. See the list as outlined in “Attachment B, Master Plan Events and Deliverables”. Reports will need to be provided to the City in both PDF and Word Document file formats. Outline and content of reports will be determined by the team.

G. Team will need to be familiar with and capable of submitting a completed document as required in Lake Oswego Community Development Code, Conditional Use Permits, LOC 50.07.005.

8. Stream and Natural Resource Restoration Specific Requirements
   A significant financial and environmental portion of this project involves stream and wetland restoration. Iron Mountain Park contains a significantly degraded stream resource within the developable area of the park. The project will need to address this resource and provide a 30% design document to address restoration of the resource.
   This portion of the project will need to provide the following:
   A. The delineation process with Department of State Lands (DSL) and City of Lake Oswego of onsite existing resources will be in-process when the project starts. The delineation information including any assessments will be provided to the team.
   B. Qualified team staff to design stream restoration and provide a stamped engineered design that meets DSL and Lake Oswego Wetland and Stream Restoration requirements. The conceptual design will need to address:
      o The type of stream currently and proposed,
      o A tree inventory within the restoration project area by an arborist,
      o The proposed function of the steam (habitat, water quality, etc.),
The overall hydrology of the area, this includes looking outside of the project boundary,
Address what the overall concept of the stream will be in narrative.
Provide a detailed design (site, cross sections, etc.) appropriate for a conceptual design.
C. The design will need to analyze hydrology, habitat and the watershed in order to inform the community regarding the design of the stream and wetland restoration.
D. The design will need to meet and/or exceed DSL recommendations/requirements as well as the City’s requirement.
E. The team will be required to provide documentation of qualification to provide such engineering/design work.
F. The team will need to provide detailed direction on further process for the restoration project.

9. Construction Document General Requirements:
   Establish design criteria. – This task will include the following subtasks:
   A. Meet with City staff to review and clarify design alternatives and justification for recommended design alternative.
   B. Identify and document permitting issues, access limitations and construction-related constraints.
   C. Verify which agencies will give ultimate approval in the areas of erosion control, land use, landscape mitigation, water quality and fish protection, and any other permits as necessary.
   D. Compile and review existing documents, such as as-built drawings, master plans, reports, studies and development codes. These may include but may not be limited to plans listed in the RFP:
   E. Meet with representatives from the applicable governing agencies to identify local codes, ordinances and standards that need to be addressed as part of the development requirements for any project within the City of Lake Oswego.
   F. Establish a peer/project review process whereby critical design and analysis elements are reviewed and approved by a licensed professional engineer and other appropriate City staff.
   G. Meet with City staff and stakeholders (identified by City Staff) individual concerns related to construction if necessary.

10. Pre-design Field Surveying. – For park plan (which includes concept plan narrative, stream wetland restoration 30% document and up to 60% construction document), subtasks shall include:
   A. Spot survey will need to occur in developable areas for amenities such as nature play parking lots and restrooms.
   B. Locate boundaries of under-story shrubs identify all trees within work area.
C. Label size and species of all trees 5” in diameter and larger within the stream restoration project area and other areas impacted by development.

D. Research and call out any existing easement boundaries. Design will take into account these boundaries in the appropriate manner. Surveying may be required if easements are within the construction area depending on type of easement.

E. Locate all existing structures, utilities and improvements within the work area.

F. Deliver pre-design field survey drawing(s) to City for review, comments and approval. Unless otherwise approved by the project manager, all submitted drawings shall conform to the City of Lake Oswego CAD Standards, Design Requirements and Standard Detail Drawings Index, May 2014. Electronic versions of drawings shall be presented in AutoCAD 2002 or newer format and Adobe PDF.

11. Prepare Preliminary Plans and Specifications. – For selected wetland/stream restoration and 60% construction document, subtasks shall include:

A. Prepare preliminary construction plans, specifications, profiles and details as needed to clearly describe the work to be constructed.

B. Prepare construction documents using the City’s standard construction documents, templates and forms. Consideration shall be given to the use of standard specifications and/or drawings from other affected agencies and/or industry specific details, drawings and specifications.

C. Prepare a preliminary mitigation plan that addresses construction mitigation requirements for the appropriate agencies that will be involved in the approval process if applicable.

D. Prepare a preliminary erosion control plan that will meet all erosion control criteria requirements for the appropriate agencies that will be involved in the approval process if applicable.

E. All submitted drawings shall conform to the City of Lake Oswego CAD Standards, Design Requirements and Standard Detail Drawings Index, May 2014. Electronic versions of drawings shall be presented in AutoCAD 2002 or newer format and Adobe PDF. Electronic versions of all text files shall be submitted in MS Word format and Adobe PDF.

F. Submit required number of preliminary plans and specifications to all jurisdictional agencies that require review oversight.

Section 3. Required Proposal Information

Each Consultant proposing to provide planning and engineering services for this Project RFP is required to respond to the following areas of information.

1. The name and location of the principal office of each specialty sub-consultant firm the team proposes to utilize for specialty services on this program, if any. Please discuss why the Proposer believes such firms are best qualified to provide their respective specialty services.
2. Provide an organizational chart that clearly describes the Proposer’s key participants, their role, and identifies their office locations.

3. Furnish between three and five references for contracts completed or in progress within the last 10 years by the Proposer that demonstrates experience with similar projects. References must include the project name and location, client name, a description of the scope and duration of the project, sub-consultants used, and total engineering fees received by the Proposer and each sub-consultant, as applicable. In addition, provide the name of at least one contact person for the client along with a current address, telephone number, and a brief description of the relationship the Proposer’s key participants had with the referenced project(s).

4. To the extent the Proposer and specialty sub-consultants have prior joint project design experience, provide a brief summary of that prior experience and a discussion of how such prior experience will benefit this project.

5. Provide a detailed description of two of the most recent projects that are directly relevant to the Project. These two projects will demonstrate design and construction. Identify the key participants that were involved, scope of work, capital costs, and date completed.

6. Provide a description of the Proposer’s public involvement experience and history that are directly relevant to the project.

7. **Timeline/Schedule:** The schedule for the project is an important factor in the overall success as described previously. The Consultant is encouraged to provide a detailed schedule highlighting key milestones. The graphic timeline of the process is provided for a general overview of the conceptual timeline see “Attachment D – Iron Mountain Park Planning Process”. The scheduling tool should be selected so that it can easily communicate the work breakdown structure and can be shared with the City (such as using excel, Microsoft project, etc.).

### Section 4. Submittal Requirements

1. **General**

Responses to this RFP should be prepared providing a clear, concise response to the requirements of the RFP. Proposals should be limited to no more than 30 standard pages (8 ½ by 11 inches; 11 by 17 inches counts as two standard pages), excluding cover letter, title page, table of contents, comments regarding the Form of Contract, and tab section dividers. [Note: One sheet of standard paper double-sided is considered two standard pages.]

An electronic PDF version of the proposal shall be submitted; if an original and copies of the proposal are submitted, the PDF version shall be submitted per Subsection 3 below.

Proposals must be formatted, organized, and contain specific information as listed below:
2. **Proposal Organization**

A. All proposals shall be bound (three-ring binder) with major proposal sections named and tabbed for easy reference. The information requested shall be submitted in a clear and concise manner and organized according to the general outline below. This will enable the Selection Committee to access pertinent information quickly.

**Proposal Outline**

i. *Cover letter*—From the prime respondent written and signed by the individual proposed as the Project Manager, and Consultant Representative who has authority to execute the agreement

ii. *Title page*—Include the subject of the RFP, the responding firm or team’s name, the contact person’s name, address, telephone number, e-mail address and date of the response

iii. *Table of Contents*—Organized by section titles and referenced to the information requested in Section 3, above

iv. *Proposal*

v. *Comments on Form of Contract*

3. **Submittal of Hard Copies of Proposal**

See **Deadline for Receipt of Proposal** and **Location for Receipt of Proposal** on Page 1 of this RFP. For mailed or physically delivered Proposals, submit one original and eight (8) hard copies of the proposal sealed in an opaque envelope or shipping container and be clearly marked as follows: “Proposal: Park Planning and Engineering Services for Iron Mountain Park Plan. The electronic PDF version of the proposal shall be submitted via email to rstee@ci.oswego.or.us

4. **Amend or Withdrawal of Proposals.** A proposer may amend or withdraw its proposal any time prior to the time and date set for submission of proposals.

5. **Notice**

A. The City shall provide electronic notification of the following actions to proposing firms or teams being considered at the time the action is taken:

   i. Notice of final rankings
   
   ii. Notice of Intent to Award a Personal Service Contract
   
   iii. Cancellation of the Design Services procurement process

B. Proposers should not assume that any action has been taken unless they receive specific notification from the City. The City will attempt to notify all firms/teams of any changes to the schedule herein. If any firm or team has reason to doubt whether the City has received the proposal or addenda to proposal, it is the responsibility of the firm/team to notify the City to be sure that proposal or addenda to proposal are received. Contact Project Manager Ryan Stee as specified on Page 1 of this RFP.
Section 5. Selection Procedures

1. General Procedures and Proposal Schedule
Firms or teams eligible to receive this RFP are asked to submit a written proposal and, following submission of a written proposal, will participate in an interview process. The proposer’s approach to meeting program objectives, project team, detailed scope of services, and schedule are considered.

The general schedule is provided in the following table:

<table>
<thead>
<tr>
<th>Item</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Open for proposals</td>
<td>July 9, 2015</td>
</tr>
<tr>
<td>Deadline to issue RFP Clarifications or Changes</td>
<td>4 p.m., July 27, 2015</td>
</tr>
<tr>
<td>Deadline to receive proposals</td>
<td>4 p.m., July 31, 2015</td>
</tr>
<tr>
<td>Evaluate and rank proposing firms</td>
<td>August 5, 2015</td>
</tr>
<tr>
<td>Announce ranking of proposing firms and schedule top three</td>
<td>August 10, 2015</td>
</tr>
<tr>
<td>ranked proposals for interviews</td>
<td></td>
</tr>
<tr>
<td>Conduct interviews</td>
<td>August 18, 2015</td>
</tr>
<tr>
<td>Determine final ranking of top three proposing firms</td>
<td>August 20, 2015</td>
</tr>
<tr>
<td>Notify top three ranked proposers of final ranking and issue</td>
<td></td>
</tr>
<tr>
<td>Notice of Intent to Award Contract</td>
<td>August 20, 2015</td>
</tr>
<tr>
<td>Award of contract</td>
<td>August 28, 2015</td>
</tr>
<tr>
<td>Issue Notice to Proceed (assumes selected consultant has</td>
<td></td>
</tr>
<tr>
<td>submitted executed contract, insurance certificates, etc.)</td>
<td>September 3, 2015</td>
</tr>
</tbody>
</table>

2. RFP Evaluation Criteria
RFP’s will be evaluated according to “Table 1, RFP Evaluation Criteria”, proposals with top scores will be selected for an interview with the selection committee. The Proposals will be reviewed and ranked by the Project Manager and other selected persons, based on the following evaluation criteria:
### Table 1: RFP Evaluation Criteria

<table>
<thead>
<tr>
<th>Percent Weighted</th>
<th>Category</th>
</tr>
</thead>
<tbody>
<tr>
<td>20%</td>
<td>Price (must include a version of the task fee schedule see example <em>Attachment C – Master Plan Task Fee Schedule)</em></td>
</tr>
<tr>
<td>10%</td>
<td>Clarity and completeness of proposal (Must be able to respond to requirements within the RFP)</td>
</tr>
<tr>
<td>5%</td>
<td>References</td>
</tr>
<tr>
<td>15%</td>
<td>Experience of proposer in park concept planning and design (demonstrates ability to design similar projects)</td>
</tr>
<tr>
<td>15%</td>
<td>Experience of proposer with engineering stream and resource restoration projects (demonstrates ability to design similar projects)</td>
</tr>
<tr>
<td>15%</td>
<td>Experience in producing park construction documents</td>
</tr>
<tr>
<td>20%</td>
<td>Public participation &amp; engagement experience relevant to Lake Oswego community needs</td>
</tr>
<tr>
<td>100%</td>
<td></td>
</tr>
</tbody>
</table>

3. **Interviews:**

Interviews are an opportunity to present your proposal and communicate to the Selection Committee how your team’s approach/philosophy, experience, and how individual representatives will make this project successful. This is also an opportunity for the team to communicate how they will administer and manage the planning process with a highly engaged, discerning community. Firms will need to articulate how they will address the coordination of this multi layered, multi-disciplinary project from public outreach to stream and wetland restoration. Firms should be prepared to address how their approach takes into account the projects unique aspects. In addition to presenting qualifications, experience, and the proposer’s approach to the Project, the interviewees will be expected to respond to questions from the panel regarding the firm’s proposal as well as additional questions related to other pertinent matters regarding the RFP. Ninety minutes will be allowed for each interview.

There will be no carry forward of points or percentages from the prior evaluation of the RFP used to determine the top three ranked proposers. The top three proposers come into the interview phase with 0 points. The Selection Committee will score each proposer’s written Proposal and the interview responses as a whole, based upon the same criteria as in subsection 2 above.
4. **Scope and Fee Negotiations:**

After interviews, the Selection Committee will conduct a final ranking of the top three ranked proposers and contract negotiations will begin between the top ranked proposer and the City. This will include review and refinement of a final scope of services (based on the RFP) and fee based on the terms and conditions of the Personal Service Contract used by the City. The City reserves the right to terminate or suspend negotiations with the selected proposer and move on in the process to the second top ranked proposer, etc., until negotiations result in a signed contract with a Design Consultant.

Subject to the City’s right to cancel this Request for Proposals and to reject any and all proposals, and to the procedure for Objections to Proposed Contract, City will award the contract to the responsible proposer whose proposal the City determines is the most advantageous to the City based on the evaluation process and evaluation factors described in this Request for proposals, applicable preferences described in ORS 279A.120 and 279A.125 and, the outcome of any negotiations authorized by this Request for Proposals.

**Section 6. Administrative Information**

1. **Applicable Laws and Regulations**  
   **Public Disclosure of Proposals**

Any information provided to the City pursuant to this RFP is subject to public disclosure pursuant to Oregon’s public records laws (ORS 192.410 to 192.505); all submissions shall not be subject to release until selection of the successful Design Consultant. The general requirement for public disclosure is subject to a number of exemptions. Each page containing information deemed by the respondent as necessary to remain exempt from public disclosure after RFPs have been evaluated (e.g., pages containing trade secret, economic development information, etc.) should be plainly marked.

The firm should separate and mark all information that the firm believes is exempt from public disclosure.

Marked pages of “confidential information” should be placed in a group separate from the remainder of the proposal. The fact that a firm marks and segregates certain information as exempt from disclosure does not mean that the information is necessarily exempt. The City will make an independent determination regarding exemptions applicable to information that has been properly marked and segregated. Information that has not been properly marked and segregated shall be disclosed in response to a public records request without City review for “confidential information”.

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2. Communication
   A. General contacts concerning the program and this RFP shall be directed to the following person only:

      Ryan Stee, Parks Planning and Natural Resource Manager  
      City of Lake Oswego  
      503.697.6575  
      rstee@ci.oswego.or.us

   B. Site Visit

      A tour of Iron Mountain Park will occur on July 15, 2015 at 9am for approximately 2 hours. The site visit is not required but recommended. Please dress appropriately for the tour which will include hiking trails, forested areas and a construction site and will occur regardless of weather conditions. Meeting location: Lake Oswego Parks and Recreation Department, 4101 Kruse Way, at the Parks and Recreation Office 2nd floor in the Willamette Room. Group will leave at 9:10 a.m. promptly to the site. Limited parking space is available at the site so please prepare to carpool.

3. Requests for Clarification or Changes to RFP
   All substantive questions and requests for clarification or changes to the RFP shall be made in writing, via e-mail or in person and directed to the person listed below:

      Ryan Stee, Parks Planning and Natural Resource Manager  
      City of Lake Oswego  
      4101 Kruse Way  
      Lake Oswego, OR 97035  
      503.697.6575  
      rstee@ci.oswego.or.us

   No e-mail shall be deemed to be received by the City unless confirmation of receipt is received by the sender.

4. Addenda
   A. General Information

      Pre-Proposal Interpretation of Contract Documents-The City reserves the right to make changes to the RFP. Firms may request or suggest any change to the RFP by submitting a written request. The request shall specify the provision of the RFP in question and contain explanation for the requested change. The request must be submitted at least ten (10) days prior to the date set for receipt of proposals.

   B. Notice of Addenda

      Changes to the RFP will be made by written addendum, which will be issued not less than 4 days before the date/time set for receipt of proposals. Notice of addenda will
be published on the City’s Bid Management System at http://www.ci.oswego.or.us/bids/ only. Additionally proposers will be required to create a login and will be notified of changes through the website. Proposers should check this website until closing; i.e., at least once weekly until the week of closing and at least daily the week of closing.

5. **Protests**
   A. **Applicable Laws and Procedures**

   Protests of the City's RFP, exclusion from a tier of the solicitation, or of the contract award shall be processed in accordance with Lake Oswego Public Contract Rules 102-720, 102-0730 and 102-0740, and ORS 279B.405 and ORS 279B.410. A respondent who wishes to object or protest must deliver a written protest to the following person:

   Ivan Anderholm, Parks and Recreation Director  
   City of Lake Oswego  
   4101 Kruse Way  
   P.O. Box 369  
   Lake Oswego, Oregon 97034

   A protest is delivered when it is actually received by the aforementioned addressee.

   A protest shall be deemed to include only the documents timely delivered pursuant to this section. It must clearly state all of the grounds for the protest and must include all arguments and evidence in support of the protest. Testimonial evidence may be submitted by affidavit. The City may investigate as it deems appropriate in reviewing the protest and will issue a written response to the protest.

   The City will decline to review a late protest.

6. **Incurring Costs**

   The City is not liable for any cost incurred by proposer prior to issuance of a personal services contract or purchase order. All prospective proposers who respond to this RFP do so solely at the respondent’s cost and expense.

7. **Form of Contract**

   A. Proposing firms are advised to carefully review the *Form of Contract*, which is a part of this RFP and attached as “Attachment E – Form of Contract”. Any comments, questions, concerns, or objections to the terms of the Form of Contract must be stated in the proposer’s response to the RFP as noted in Section 4 Submittal Requirements.
PREQUALIFICATION APPLICATIONS: Not required.

PROPOSAL SECURITY REQUIRED: Not Required

PUBLIC CONTRACT RULES: Except as modified by the terms of this Request for Proposal, the terms and procedures of the Lake Oswego Public Contract Rules (LOPCRs) shall apply. A copy of the LOPCR may be obtained by contacting the Project Manager or at the Lake Oswego City Attorney’s Office website, www.ci.oswego.or.us/cityatty/, Resources / “Lake Oswego Public Contract Index.”

CANCELLATION/REJECTION OF PROPOSALS. The City may cancel this Request for Proposals or reject any or all proposals, in accordance with ORS 279B.100.

Lake Oswego Website: July 6, 2015, 8am

DJC: Wednesday, July 8, 2015

Attachments:
Attachment A, Iron Mountain Park Document Outline
Attachment B, Master Plan Events and Deliverables
Attachment C, Master Plan Task Fee Schedule
Attachment D, Iron Mountain Planning Process Diagram
Attachment E, Form of Contract
Attachment F, Iron Mountain Park Map
# IRON MOUNTAIN PARK DOCUMENT OUTLINE

## INTRODUCTION
Concepal Plan Purpose/Goals
Character as Defined by Parks Plan 2025

## SITE INVENTORY & ANALYSIS (BACKGROUND)
Site History
Past Planning Efforts
Past Funding
Zoning
Topography (Slopes, Geology, Soils, Hydrology, etc.)
Vegetation Communities
Environmental Analysis (Habitat, Wildlife, Wetlands, Streams, Riparian Zones, Aquatic Habitat, Forest, Sensitive Lands, etc.) (Site in relation to the overall natural system)
Traffic Study
Views
Existing Infrastructure (Utilities, Structures, Circulation Auto & Ped.)

## OPPORTUNITIES AND CONSTRAINTS
Public Input (Amenities, what they would like to see onsite)
Parks Plan 2025 Requirements (Direction from plan and tie in)
Other Regulatory Requirements
Opportunities and Constraints for site

## PUBLIC INVOLVEMENT
Outreach Activities & Summary
Key Findings
Citizen Advisory Committee Key Findings

## CONCEPTUAL SITE DESIGN
Conceptual Site plan
60% Construction Drawings
Site Development (Detailing: Site Circulation, Habitat Circulation, Access Points Public Service Infrastructure, Site Uses)
Design Program/Site Narrative/Area Descriptions (Narrative on specific areas of site if necessary)
Overall Site Recommendations (Habitat Improvements, Sustainability Guidelines, Design Guidelines)

## COST ESTIMATE
Cost Estimate Table (detail based on area)
Implementation (Timeline)

## APPENDICES
PUBLIC INVOLVEMENT
BACKGROUND INFORMATION
SITE ANALYSIS MAPS & CITATIONS
TRAFFIC STUDY
NATURAL RESOURCE ASSESSMENTS
# MASTER PLAN EVENTS & DELIVERABLES

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**FOLLOWING PROCESS is if decision is if DRC Decision is Appealed**

- **DRC Hearing**
  - Task Completed?
  - Tangible Deliverable: X
  - Event Activity: X
  - Tyrell
  - Environmental Consultant
  - Planning Consultant: X
  - NOTES: 

- **Revised Conceptual Plan**
  - Task Completed?
  - Tangible Deliverable: X
  - Event Activity: X
  - Tyrell
  - Environmental Consultant
  - Planning Consultant: X
  - NOTES: 

- **Council Hearing, Documentation & Submital Package**
  - Task Completed?
  - Tangible Deliverable: X
  - Event Activity: X
  - Tyrell
  - Environmental Consultant
  - Planning Consultant: X
  - NOTES: 

- **Council Staff Report 1 & Resolution**
  - Task Completed?
  - Tangible Deliverable: X
  - Event Activity: X
  - Tyrell
  - Environmental Consultant
  - Planning Consultant: X
  - NOTES: 

- **Council Staff Report 2**
  - Task Completed?
  - Tangible Deliverable: X
  - Event Activity: X
  - Tyrell
  - Environmental Consultant
  - Planning Consultant: X
  - NOTES: 

- **CC Hearing #1 (If appealed)**
  - Task Completed?
  - Tangible Deliverable: X
  - Event Activity: X
  - Tyrell
  - Environmental Consultant
  - Planning Consultant: X
  - NOTES: 

- **Council Minutes**
  - Task Completed?
  - Tangible Deliverable: X
  - Event Activity: X
  - Tyrell
  - Environmental Consultant
  - Planning Consultant: X
  - NOTES: 

- ** revise Concept Plan if Required**
  - Task Completed?
  - Tangible Deliverable: X
  - Event Activity: X
  - Tyrell
  - Environmental Consultant
  - Planning Consultant: X
  - NOTES: 

- **CC Hearing #1 Findings**
  - Task Completed?
  - Tangible Deliverable: X
  - Event Activity: X
  - Tyrell
  - Environmental Consultant
  - Planning Consultant: X
  - NOTES: 

- **Council Staff Report 3**
  - Task Completed?
  - Tangible Deliverable: X
  - Event Activity: X
  - Tyrell
  - Environmental Consultant
  - Planning Consultant: X
  - NOTES: 

- **LUBA Hearing (If Appealed)**
  - Task Completed?
  - Tangible Deliverable: X
  - Event Activity: X
  - Tyrell
  - Environmental Consultant
  - Planning Consultant: X
  - NOTES: 

Updated July 1, 2015
### Master Plan Task Fee Schedule

#### Base Tasks

<table>
<thead>
<tr>
<th>Phase</th>
<th>Task Group</th>
<th>Task Group Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase 1 - Site Analysis</td>
<td>1.1</td>
<td>PROJECT INITIALIZATION</td>
</tr>
<tr>
<td></td>
<td>1.2</td>
<td>PAC MEETING #1 - Project Initiation &amp; Kickoff Meeting</td>
</tr>
<tr>
<td></td>
<td>1.3</td>
<td>PAC MEETING #2 - Site Analysis &amp; Design Charette Review</td>
</tr>
<tr>
<td></td>
<td>Phase Total Fee</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Phase 2 - Design Alternatives</td>
<td>2.1</td>
</tr>
<tr>
<td></td>
<td>2.2</td>
<td>PUBLIC OUTREACH #1 - Site Analysis &amp; Design Charette Review</td>
</tr>
<tr>
<td></td>
<td>2.3</td>
<td>PAC MEETING #3 - Review Design Charette &amp; Online Comments</td>
</tr>
<tr>
<td></td>
<td>2.4</td>
<td>CONCEPTUAL SITE PLAN DESIGN</td>
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<tr>
<td></td>
<td>2.5</td>
<td>PUBLIC OUTREACH #2 - Conceptual Site Plan Alternatives Comment &amp; Review</td>
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<td></td>
<td>2.6</td>
<td>PAC MEETING #4 - Review Conceptual Site Plan Alternatives Comment &amp; Review</td>
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<tr>
<td></td>
<td>2.7</td>
<td>BOARDS AND COMMISSIONS OUTREACH #1</td>
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<td></td>
<td>2.8</td>
<td>CITY COUNCIL/PLANNING COMMISSION CHECK IN #1</td>
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<td>Phase Total Fee</td>
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</tr>
<tr>
<td></td>
<td>Phase 2 - Restoration Engineering (Site Analysis)</td>
<td>2a</td>
</tr>
<tr>
<td></td>
<td>2.2a</td>
<td>70% STREAM/WETLAND ENGINEERED DESIGN</td>
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<tr>
<td></td>
<td>Phase Total Fee</td>
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</tr>
<tr>
<td></td>
<td>Phase 3 - Master Plan Development (Narrative)</td>
<td>3</td>
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<td>3.2</td>
<td>PAC MEETING #5&amp;6 - WORKSESSIONS</td>
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<td>3.3</td>
<td>PUBLIC OUTREACH #4</td>
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<td></td>
<td>3.4</td>
<td>60% PLAN, SPEC, ESTIMATE</td>
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<tr>
<td></td>
<td>3.6</td>
<td>NEIGHBORHOOD/BOARDS AND COMMISSIONS COMBINED MEETING</td>
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<tr>
<td></td>
<td>Phase Total Fee</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total Base Project Fee</td>
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#### Additional Tasks

<table>
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<tr>
<th>Phase</th>
<th>Task Group</th>
<th>Task Group Fee</th>
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</thead>
<tbody>
<tr>
<td>Phase 1 - Site Analysis</td>
<td>1.1a</td>
<td>PARK BOUNDARY SURVEY (ALONG LAKE OSWEGO HUNT CLUB)</td>
</tr>
<tr>
<td></td>
<td>Phase Total Fee</td>
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<tr>
<td>Phase 2 - Restoration Engineering (Site Analysis)</td>
<td>2.3a</td>
<td>SITE MEETINGS/JOINT PERMIT SUBMITTAL</td>
</tr>
<tr>
<td></td>
<td>2.4a</td>
<td>70% ENGINEERED DESIGN</td>
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<tr>
<td></td>
<td>Phase Total Fee</td>
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<tr>
<td>Phase 3 - Engineering Refinement (Master Plan)</td>
<td>3.1a</td>
<td>ODSL &amp; COE DESIGN MEETINGS (UP TO 5)</td>
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<td></td>
<td>3.2a</td>
<td>SUBMIT DRAFT DESIGN (ODSL, COE &amp; CITY OF L.O)</td>
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<tr>
<td></td>
<td>3.3a</td>
<td>APPROVED DESIGN</td>
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<tr>
<td></td>
<td>Phase Total Fee</td>
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<tr>
<td>Phase 3 - Site Design Alternatives Revision</td>
<td>3</td>
<td>SITE DESIGN ALTERNATIVES PLAN REVISION (ADDITIONAL WORK TENTATIVE)</td>
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<tr>
<td></td>
<td>Phase Total Fee</td>
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</tr>
<tr>
<td>Phase 3 - Site Design Alternatives Revision</td>
<td>3</td>
<td>STREAM AND WETLAND RESTORATION JOINT PERMITTING PROCESS (FROM 30% DESIGN COMPLETION)</td>
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<td>Additional Task Group Fee</td>
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<tr>
<td>Phase 4 - Conditional Use Permit Process (Tentative Process)</td>
<td>4.1</td>
<td>CONCEPTUAL SITE PLAN REVISION (ADDITIONAL WORK TENTATIVE)</td>
</tr>
<tr>
<td></td>
<td>Additional Task Group Fee</td>
<td></td>
</tr>
</tbody>
</table>
Iron Mountain Park Planning Process

**PHASE 1**
Site Analysis

1) PAC: Project Initiation
2) Deliverable: Site Analysis
3) PAC: Site Review & Charette Preparation

**PHASE 2**
Design Alternatives

4) Public Outreach: Design Charette
5) PAC: Charette & Restoration Review
6) Deliverable: Design Charette Summary & Design Alternatives
7) Public Outreach: Charette 2, Alternatives Review
8) PAC: Charette 2, Restoration Design Review
9) PC/CC: Check in with Planning Commission & City Council

**PHASE 3**
Master Plan

10) Deliverable: Draft Master Plan, (Corresponds with end of LOTWP project at staging area)
11) PAC: Master Plan Review Session #1
12) PAC: Master Plan Review Session #2 (If Necessary)
13) Public Outreach: Master Plan Review
14) PAC: Public Outreach Review & Final Recommendations
15) NEIGH./B&C’s: Adjacent Neighborhood, Boards & Commissions Meeting

**PHASE 4**
Plan Approval (+ 60% Construction Docs.)

16) Deliverable: Final Master Plan
17) Planning Commission: Plan Approval
18) Planning Commission: Findings

**PHASE 5**
Implementation*

* Depends on funding/approvals

---

**Resource Analysis**

A) Deliverable: Resource Analysis
B) Deliverable: Delineation Approval (ODSL)

**Restoration Engineering**

(30% & 70% Construction Docs.)

C) Deliverable: 30% Design (coordination with design alternatives)
D) Site Meeting: Army Corps, DSL, and LO Planning
E) Deliverable: 70% Design Plans (Depends on Funding)

**Engineering Refinement**

F) ODSL & COE: Design Meetings
G) Deliverable: Approval and adjustments (ODSL, COE, City of Lake Oswego)

**Restoration Approval**

H) Deliverable: Final construction design

---

Legend
- = Planning Advisory Committee Meeting (PAC)
- = Deliverable
- = Public Outreach Event
- = Advisory Board/Commission Meetings
- = Restoration Meeting COE, ODSL, Lake Oswego

* Depends on funding/approvals

---

Planning Timeline (for RFP)

**Summer 2015**

- Start

**Fall 2015**

- A) Deliverable: Resource Analysis
- B) Deliverable: Delineation Approval (ODSL)

**Winter 2015/16**

- C) Deliverable: 30% Design (coordination with design alternatives)
- D) Site Meeting: Army Corps, DSL, and LO Planning
- E) Deliverable: 70% Design Plans (Depends on Funding)

**Spring 2016**

- F) ODSL & COE: Design Meetings
- G) Deliverable: Approval and adjustments (ODSL, COE, City of Lake Oswego)

**Summer 2016**

- H) Deliverable: Final construction design

**Fall 2016**

- Start

**Winter 2017**

- Done!
CITY OF LAKE OSWEGO STANDARD PUBLIC CONTRACT PROVISIONS FOR PERSONAL SERVICE / SERVICE CONTRACT (5/15)

The following City of Lake Oswego Standard Public Contract provisions are made a part of the Contract between City and Contractor by reference. Where the Lake Oswego Redevelopment Agency (LORA) is the contracting party, “City” shall refer to LORA.

CHANGES
This contract, including all attachments and exhibits annexed hereto, shall not be subject to modification or amendment except in writing, executed by both parties. This contract and any substantive changes to the scope of work or changes to the contract costs will not be effective until approved in writing by the City’s Public Contracting Officer (PCO).

INDEPENDENT CONTRACTOR STATUS
The Contractor agrees and certifies that:
A. The Contractor is engaged as an independent contractor. Although the PCO reserves the right (i) to determine (and modify) the delivery schedule for the Work to be performed and (ii) to evaluate the quality of the completed performance, City cannot and will not control the means or manner of Contractor’s performance, nor provide any tools or equipment for the performance of the Work, except as provided elsewhere in this Contract. Contractor is responsible for determining the appropriate means and manner of performing the Work.
B. Contractor shall be responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, City will not withhold from such compensation or payments any amount(s) to cover Contractor’s federal or state tax obligations.
C. The Contractor will not, on account of any payments made under this contract, be eligible for any benefit from federal social security, workers’ compensation, unemployment insurance, or the Public Employee’s Retirement System, except as a self-employed individual;
D. Contractor is not currently an employee of the federal government or the State of Oregon; and
E. The Contractor is not a contributing member of the Public Employee’s Retirement System.
F. Contractor is not an "officer," "employee," or "agent" of the City, as those terms are used in ORS 30.265.

OTHER CONTRACTORS
The City may undertake or award other contracts for additional or related work, and the Contractor shall fully cooperate with such other contractors and with any City employees concerned with such additional or related work, and shall coordinate its performance under this contract with such additional or related work. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by City employees.

SUBCONTRACTORS AND ASSIGNMENT
Except as set forth in Contractor’s proposal or otherwise in this Contract, no subcontract shall be made by the Contractor with any other party for furnishing any of the work or services herein contracted without obtaining the prior written consent of the City, which City may withhold without cause. In addition to any other provisions PCO may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by the following sections of this Contract as if the subcontractor were the Contractor: Independent Contractor Status; Other Contractors; Hours of Labor; Ownership of Work; Indemnity and Hold Harmless; Records; Attorney Fees; Compliance with Laws. PCO’s consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

This contract is not assignable by the Contractor, either whole or in part, unless Contractor has obtained the prior written consent of the City.

City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any enforceable benefit or right, whether directly, indirectly or otherwise, to third persons.

HOURS OF LABOR
For those employees of Contractor covered or subject to Oregon employment laws, the Contractor shall pay employees for overtime work performed under the public contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201 et seq.).

ERRORS
The Contractor shall perform such additional work as may be necessary to correct Contractor’s errors in the work required under this contract without undue delays and without additional cost.

REPRESENTATIONS AND COVENANTS
A. Contractor’s Representations. Contractor represents and covenants to City that:
(1) Contractor has the power and authority to enter into and perform this Contract,
(2) This Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, and if Contractor is a partnership, corporation or other form of business entity, this contract was duly approved and executed pursuant to authority of the governing body or parties of the Contractor,
(3) Contractor is not in violation of any Oregon tax laws.
(4) Upon acceptance of each project, the Contractor warrants that it will carefully examine, as necessary, the site of the work contemplated and any plans, specifications, and contract documents pertaining to work, with the exception of unknown physical conditions at the work site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided herein..
(5) Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work.
(6) Contractor will accomplish the work using a standard of performance and care that is currently accepted by other contractors engaged in similar work, under similar conditions and at the date the services are provided in the Portland metropolitan area (Standard of Care).
(7) Contractor’s invoices shall describe all work performed with particularity, by whom it was performed, and
shall itemize and explain all expenses for which reimbursement is claimed. Contractor shall send invoices to City's Project Manager.

(8) Contractor’s completion shall not extinguish or prejudice City’s right to enforce this Contract with respect to any breach of Contractor warranty or any default or defect in Contractor performance (defect is defined herein as services that do not conform to the Standard of Care (Section 6) in the performance of the Contract).

(9) Contractor has no present interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its Work, and that in the performance of this contract no person having any such interest shall be employed.

(10) Contractor has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of contractor’s services, and in the performance of this contract no person having any such interest shall be employed.

B. Cumulative. The representations and covenants set forth in this section are in addition to, and not in lieu of, any other representations and covenants provided.

OWNERSHIP OF WORK
All work products of the Contractor, including background data, documentation and staff work that is preliminary to final reports, which result from this contract are the exclusive property of the City. If this contract is terminated by either party or by default, the City following payment as required by the Contract, in addition to any other rights provided by this contract, may require the Contractor to transfer and deliver such partially completed reports or other documentation that the Contractor has specifically developed or specifically acquired for the performance of this contract.

The reports and all material contained in the reports (graphics, photos, etc.) shall become the property of the City; the City may reproduce and distribute the reports, or any part thereof, in such form as the City desires.

ELECTRONIC CONTRACTING AND REPORTS
This contract and any amendments may be executed by a party electronically by use of a digital signature issued by a city-recognized certification authority (such as Symantec Digital ID), pursuant to the Oregon Uniform Electronic Transactions Act, ORS Ch. 84.001 – 84.063. Upon execution of this contract electronically, the party consents to conduct further communications and transactions under this Contract by electronic means.

Unless otherwise stated in the Scope of Work or separately waived in writing, all final reports, including reports of phases of the project and of the entire project, shall be provided in both written and electronic format. Electronic format shall be in a format coordinated with the PCO and shall be fully compatible with such software programs specified by the PCO, e.g. Microsoft Word, Microsoft Excel, Microsoft PowerPoint, Microsoft Access, Microsoft Publisher, Adobe Creative Suite, Adobe PDF, or such other software program as specified by the PCO.

INDEMNITY AND HOLD HARMLESS
The Contractor shall defend, indemnify, and hold the City, its officers, agents and employees, harmless against all liability, loss, or expenses, including reasonable attorney's fees, and against all claims, actions or judgments based upon or arising out of damage or injury (including death) to persons or property, but only to the proportionate extent caused by or resulting from any negligent or willful act, error, or omission (excepting professional services performed under this Contract) of an act sustained in connection with the performance of this contract or by conditions created thereby, or based upon Contractor’s violation of any statute, ordinance or regulation.

With respect to professional services performed under this Contract, Contractor shall defend, indemnify, and hold the City, its officers, agents and employees, harmless against all liability, loss, or expenses, including reasonable attorney's fees, and against all claims, actions or judgments based upon or arising out of damage or injury (including death) to persons or property, but only to the proportionate extent caused by any negligent act, error, or omission of an act sustained in connection with the performance of this contract or by conditions created thereby, or based upon violation of any statute, ordinance or regulation.

RECORDS
Contractor shall have access to the books, documents, papers and records of the City as necessary for Contractor's performance of the work. The Contractor shall not disclose all or any part of such records to any other person, firm, corporation, association or other entity except as reasonably necessary to carry out the Work, without the consent of the Public Contracting Officer.

The Contractor agrees that the City and its authorized representatives shall have access to the books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcripts.

Contractor shall maintain all fiscal records directly relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that City’s duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of Contractor that are pertinent to this Contract to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

PUBLICATION RIGHTS/RIGHTS IN DATA
To the extent the Work Product consists of material capable of publication, all publication rights in the product produced by the Contractor in connection with the work provided for under this contract, whether in preliminary draft or final form, shall be vested in the City.
The Contractor shall not publish any of the results of the work without the prior written permission of the City. All original written material and other documentation, including background data, documentation, and staff work that is preliminary to final reports, originated and prepared for the City pursuant to this contract, shall become exclusively the property of the City. The ideas, concepts, know-how or techniques relating to data processing development during the course of this contract by the Contractor or City personnel, or jointly by the Contractor and City personnel, can be used by either party in any way it may deem appropriate.

Material already in the Contractor’s possession, independently developed by the Contractor outside the scope of this contract or rightfully obtained by the Contractor from third parties, shall belong to the Contractor. However, the Contractor grants to the City a nonexclusive, irrevocable and royalty-free license to use such material to the extent such material is incorporated into the Work.

This contract shall not preclude the Contractor from developing materials that are competitive, irrespective of their similarity to materials which might be delivered to the City pursuant to this contract. The Contractor will not, however, use any written materials developed under this contract in developing materials for others, except as provided in this section.

CONFIDENTIALITY

No reports, information and/or data given to or prepared or assembled by the Contractor under this contract shall be made available to any individual or organization by the Contractor without the prior written approval of the City.

MEDIATION / VENUE

In the event a dispute shall arise between the parties to this contract, and prior to the commencement of any suit or action, the parties agree to participate in mediation in accordance with the mediation procedures of the Oregon Mediation Service, or such other procedures as the parties agree. The parties agree to share equally in the costs of the mediator. The mediator shall be selected by the parties, either upon mutual agreement within 15 days written notice by one party to the other requesting mediation, or if the parties are not able to agree upon a mediator within said period, the mediator shall be chosen by the City Manager from the list of mediators maintained by the Oregon Mediation Service (http://omediate.org).

Any action or suits involving any question arising under this contract must be brought in Clackamas County Circuit Court.

SEVERABILITY

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

COMPLIANCE WITH LAWS

The provisions of this contract shall be construed in accordance with the provisions of the laws of the State of Oregon and ordinances of the City of Lake Oswego, Oregon.

The Contractor shall comply with all federal, state and local laws and ordinances, applicable to public contracts relating to Contractor’s obligations and performance, and to the work to be done under this contract.

The Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations on nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, sexual orientation, gender identity, marital status, age, medical condition, or disability.

WAIVER

The failure of the City to enforce any provision of this contract shall not constitute a waiver by the City of that or any other provision.

INTEGRATION

This contract represents the entire and integrated agreement between the Contractor and the City, and supersedes all prior negotiations, representations or agreements, either written or oral.
The information provided on this map is for discussion purposes only. Actual locations of wetlands, streams and developable areas will be discovered after the delineation process has been completed.