



METRO

PEOPLE PLACES

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RFP 10-1644-PLN

ASSESSMENT OF POTENTIAL URBAN GROWTH BOUNDARY EXPANSION AREAS

Metro Planning and Development Services

600 N.E. Grand Avenue
Portland, Oregon 97232-2736
(503) 797-1700

Project Manager:

Tim O'Brien
Principal Regional Planner
(503) 797-1840
tim.o'brien@oregonmetro.gov

Procurement Manager:

Sherrie Blackledge
Procurement Analyst
503-797-1724
sherrie.blackledge@oregonmetro.gov

Notice is hereby given that proposals for RFP 10-1644-PLN for: Assessment of Potential Urban Growth Boundary Expansion Areas shall be received by Metro, 600 N.E. Grand Avenue, Portland, Oregon 97232-2736 until **2:00 p.m., Thursday, April 8, 2010**. It is the sole responsibility of the proposer to ensure that Metro receives the Proposal by the specified date and time. All late Proposals shall be rejected. PROPOSERS SHALL REVIEW ALL INSTRUCTIONS AND CONTRACT TERMS AND CONDITIONS.

Request for Proposals No. 10-1644 PLN

FOR

**Consultant Services for
Assessment of Potential Urban Growth Boundary Expansion Areas**

I. INTRODUCTION

The Planning and Development Department of Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 N.E. Grand Avenue, Portland, Oregon 97232-2736, is requesting proposals related to the assessment of designated urban reserve areas for inclusion in the urban growth boundary (UGB). The assessment will consider preliminary infrastructure costs for providing selected urban services to identified urban reserve areas consistent with Metro Code criteria for a legislative amendment to the UGB.

Proposals will be due no later than **2:00 p.m., Thursday, April 8, 2010** in Metro's business offices at 600 N.E. Grand Avenue, Portland, Oregon 97232-2736.

Details concerning the project and proposal are contained in this document.

II. BACKGROUND/HISTORY OF PROJECT

Oregon land use law requires that, every five years, Metro assess the region's capacity to accommodate the numbers of people anticipated to live or work inside the Metro UGB over the next 20 years. To make this determination, Metro forecasts population and employment growth over a 20-year timeframe; conducts an inventory of vacant, buildable land inside the UGB; assesses the capacity of the current UGB to accommodate population and employment growth either on vacant land or through redevelopment and infill; determines whether additional capacity is needed; and documents the results of these analyses in an urban growth report (UGR). The UGR is the basis for subsequent consideration of the actions to be taken to close any identified capacity gap.

On December 10, 2009, the Metro Council accepted, by resolution, the 2030 forecast and the UGR. The forecast and UGR are the basis for growth management decisions that will be made by the Metro Council by the end of 2010. The UGR finds that there is ample zoned capacity within the current UGB to accommodate the next 20 years of residential growth. However, without additional infrastructure investments or other policy changes, residential development is not forecast to occur with adequate density or efficiency to meet zoned capacity inside the UGB, resulting in a need for additional residential capacity. Depending on the amount of residential growth that may be realized within the UGB, the UGR finds unmet demand for 27,400 to 104,900 dwelling units. The UGR also identified a need for 200 to 1,500 additional acres in large site configurations (greater than 25 buildable acres) for traded-sector industrial uses.

When there is an identified need for accommodating additional capacity, Oregon Revised Statute 197.296(6) directs Metro to take one of the following actions, or a combination of them, to accommodate the additional need:

- Amend its UGB to include sufficient buildable lands to accommodate housing needs for the next 20 years.
- Amend its comprehensive plan, regional plan, functional plan or land use regulations to include new measures that demonstrably increase the likelihood that residential development will occur at densities sufficient to accommodate housing needs for the next 20 years without expansion of the UGB.

In February 2010, Metro and Clackamas, Multnomah and Washington counties completed a two year process to identify urban reserves to accommodate additional residential and employment capacity for a 20 to 30 year timeframe beyond the capacity of the UGB. The four governments signed intergovernmental agreements that

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determined the location and size of the urban reserves and each jurisdiction will codify these urban reserve areas, along with identified rural reserve areas in their respective comprehensive planning documents in May 2010.

The work described in this Request for Proposals consists of the consultant assessing approximately 11,500 acres of designated urban reserve land to develop preliminary cost estimates for providing sanitary sewer, storm sewer, water, parks and school services to address unmet residential demand and sanitary sewer, storm sewer and water services to address unmet large-site industrial demand identified in the UGR. Metro realizes that developing cost estimates for providing urban services to land that may not be developed for 10-20 years is general in nature and will not include all potential costs that may arise as more detailed analyses are completed closer to the time of development. The analysis work will be divided into three topic areas.

Sanitary Sewer/Storm Sewer/Water

For sanitary sewer, storm sewer and water the analysis will focus on the larger components of the systems as well as the layout of the general distribution lines based on a preliminary road network that will be provided by Metro staff.

Parks

For park services, the analysis will utilize a level of service measure from the expected park service provider based on the expected build out of the reserve area to develop an estimate for site acquisition, operations and management of the required park acreage.

Schools

For School services, the analysis will utilize future school needs by type of school based on the expected build out of the reserve area to develop an estimate for site acquisition, operations and management of the school facilities.

Metro Data Resource Center staff will provide base maps and/or electronic data for existing conditions, topographic constraints and sensitive lands. Specific service provider data will need to be acquired from the service providers directly.

Preliminary cost estimates for the urban services in question must address, at a minimum, the following:

- Sanitary sewer – Availability of treatment capacity, trunk line and pump station requirements, and existing local system improvements
- Water – Availability of source, availability of treatment capacity, storage, pump station and transmission line requirements, and existing local system improvements
- Storm sewer – existing local system improvements including a need for sub-regional systems
- Parks – acquisition, operations and management
- Schools – acquisition, operations and management

In addition, the consultant is expected to address any unforeseen constraints that were identified through the analysis as well as identify any potential new technologies or policies that could influence the delivery of the service in the next 20 years.

Finally, the consultant will review the transportation cost estimates that were developed by Metro staff using the Highway Economic Requirements System State Version (HERS-ST) methodology.

III. PROPOSED SCOPE OF WORK/SCHEDULE

Metro is seeking proposals from qualified firms to perform the following services and to deliver the products described below.

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Task 1: Kickoff meeting and refinement of work program

The intent of this task is to refine the work program to be completed by the consultant and to discuss data needs that can be accommodated by Metro. By the kickoff meeting, Metro staff will identify the designated urban reserve areas that will be assessed by the consultant, provide expected land use densities for each area and provide any local planning analyses or studies that can be used to assist in the assessment.

Product Deliverable: The consultant will produce a more detailed work plan after the kickoff meeting with Metro planning staff.

Task 2: Assessment of designated urban reserve areas for providing selected urban services for primarily residential uses

The intent of this task is to develop preliminary cost estimates for providing sanitary sewer, storm sewer, water, parks and school services to up to 10,000 acres of designated urban reserve areas for primarily residential uses.

Product Deliverable: A written summary of the results including a table outlining the cost estimates for each service and any maps or graphics that help portray the results in a clear and concise manner.

Task 3: Assessment of designated urban reserve areas for providing selected urban services for large-site industrial uses

The intent of this task is to develop preliminary cost estimates for providing sanitary sewer, storm sewer and water services to up to 1,500 acres of designated urban reserve areas for large-site industrial uses.

Product Deliverable: A written summary of the results including a table outlining the cost estimates for each service and any maps or graphics that help portray the results in a clear and concise manner.

Task 4: Review of transportation cost estimates

The intent of this task is to review the transportation cost estimates developed by Metro staff using the HERS-ST cost estimating methodology.

Product Deliverable: A written evaluation of the cost estimates, including any recommendations.

Task 5: Final Report

The consultant will produce a final report detailing scope, methodology, results and any issues or clarifications that will provide additional information on difficulties or constraints to providing the identified urban services as well as any potential new technologies, policies or funding mechanisms that could influence the delivery of the service in the next 20 years.

Product Deliverable: Final Report

Project schedule (2010):

	April	May	June
Task 1			
Task 2			
Task 3			
Task 4			
Task 5			

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IV. QUALIFICATIONS/EXPERIENCE

Proposers shall have the following experience:

- A. Civil Engineering
- B. Cost estimating for public facilities and services including HERS-ST methodology
- C. Site assessment
- D. Land use and transportation planning
- E. Understanding of relevant state and federal regulations affecting development and land use planning
- F. GIS and computational skills

V. PROJECT ADMINISTRATION

Supervision of this contract will be performed by Tim O'Brien, Principal Regional Planner. The consultant may also work with various Metro Data Resource Center (DRC) staff. All project invoices should be submitted to Tim O'Brien at the address listed in section VI below.

VI. PROPOSAL INSTRUCTIONS

A. Submission of Proposals

Six (6) copies of the proposal shall be furnished to Metro, addressed to:

Sherrie Blackledge
Planning and Development
Metro
600 N.E. Grand Avenue
Portland, OR 97232-2736

B. Deadline

Proposals will not be considered if received after **2:00 p.m., Thursday, April 8, 2010.**

C. RFP as Basis for Proposals

This Request for Proposals represents the most definitive statement Metro will make concerning the information upon which Proposals are to be based. Any verbal information which is not addressed in this RFP will not be considered by Metro in evaluating the Proposal. All questions relating to this RFP should be addressed to Tim O'Brien at (503) 797-1840. Any questions, which in the opinion of Metro warrant a written reply or RFP amendment, will be furnished to all parties receiving this RFP. Metro will not respond to questions received after **Thursday, April 1, 2010.**

D. Information Release

All Proposers are hereby advised that Metro may solicit and secure background information based upon the information, including references, provided in response to this RFP. By submission of a proposal all Proposers agree to such activity and release Metro from all claims arising from such activity. In Accordance with Oregon Public Records Law (ORS 192), proposals submitted will be considered part of the public record, except to the extent they are exempted from disclosure.

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- E. Minority, Women and Emerging Small Business Program
In the event that any subcontracts are to be utilized in the performance of this agreement, the Proposer's attention is directed to Metro Code provisions 2.04.100, which encourages the use of minority, women and emerging small businesses (MWESB) to the maximum extent practical. Copies of these MWESB requirements are available from the Metro Procurement Office, 600 N.E. Grand Avenue Portland, Oregon 97232-2736, (503) 797-1816.

VII. PROPOSAL CONTENTS

The proposal should contain not-more-than 20 pages of written material (excluding biographies and brochures, which may be included in an appendix), describing the ability of the consultant to perform the work requested, as outlined below. The proposal should be submitted on recyclable, double-sided recycled paper (post consumer content). No waxed page dividers or non-recyclable materials should be included in the proposal.

- A. Transmittal Letter: Indicate who will be assigned to the project, who will be project manager, and that the proposal will be valid for ninety (90) days.
- B. Approach/Project Work Plan: Describe how the work will be done within the given timeframe and budget. Include a proposed work plan and schedule.
- C. Staffing/Project Manager Designation: Identify specific personnel assigned to major project tasks, their roles in relation to the work required, percent of their time on the project, and special qualifications they may bring to the project. Include resumes of individuals proposed for this contract.

Metro intends to award this contract to a single firm to provide the services required. Proposals must identify a single person as project manager to work with Metro. The consultant must assure responsibility for any subconsultant work and shall be responsible for the day-today direction and internal management of the consultant effort.

- D. Experience: Indicate how your firm meets the experience requirements listed in section IV of this RFP. List projects conducted over the past five years which involved services similar to the services required here. For each of these other projects include the name of the customer contact person, his/her title, role on the project, and telephone number. Identify persons on the proposed project team who worked on each of the other projects listed, and their respective roles.
- E. Cost/Budget: Present the proposed cost of the project and the proposed method of compensation. List hourly rates for personnel assigned to the project, total personnel expenditures, support services, and subconsultant fees (if any). Requested expenses should also be listed. Metro has established budget **not to exceed \$15,000** for this project.
- F. Exceptions and Comments: To facilitate evaluation of proposals, all responding firms will adhere to the format outlined within this RFP. Firms wishing to take exception to, or comment on, any specified criteria within this RFP are encouraged to document their concerns in this part of their proposal. Exceptions or comments should be succinct, thorough and organized.

VIII. GENERAL PROPOSAL/CONTRACT CONDITIONS

- A. Limitation and Award: This RFP does not commit Metro to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. Metro reserves the right to waive minor irregularities, accept or reject any or all proposals received as the result of this request, negotiate with all qualified sources, or to cancel all or part of this RFP.

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- B. Billing Procedures: Proposers are informed that the billing procedures of the selected firm are subject to the review and prior approval of Metro before reimbursement of services can occur. Contractor's invoices shall include an itemized statement of the work done during the billing period, and will not be submitted more frequently than once a month. Metro shall pay Contractor within 30 days of receipt of an approved invoice.
- C. Validity Period and Authority: The proposal shall be considered valid for a period of at least ninety (90) days and shall contain a statement to that effect. The proposal shall contain the name, title, address, and telephone number of an individual or individuals with authority to bind any company contacted during the period in which Metro is evaluating the proposal.
- D. Conflict of Interest. A Proposer filing a proposal thereby certifies that no officer, agent, or employee of Metro or Metro has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of Metro; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer for the same call for proposals; the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.
- E. Equal Employment and Nondiscrimination Clause Metro and its contractors will not discriminate against any person(s), employee or applicant for employment based on race, color, religion, sex, national origin, age, marital status, familial status, gender identity, sexual orientation, disability for which a reasonable accommodation can be made, or any other status protected by law. Metro fully complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities. For more information, or to obtain a Title VI Complaint Form, see www.oregonmetro.gov.
- F. Intergovernmental Cooperative Agreement (Requires competitive solicitation) – Pursuant to ORS 279A and the Metro public contract code, Metro participates in an Intergovernmental Cooperative Purchasing program by which other public agencies shall have the ability to purchase the goods and services under the terms and conditions of this awarded contract. Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to Metro under this agreement. Any estimated purchase volumes listed herein do not include volumes for other public agencies, and Metro makes no guarantee as to their participation in any purchase. Any bidder may decline to extend the prices and terms of this solicitation to any or all other public agencies upon execution of this contract. Unless the bidder specifically declines to participate in the program by marking the box on the contract declining to participate, the bidder agrees to participate in the Intergovernmental Cooperative Purchasing program.

IX. EVALUATION OF PROPOSALS

- A. Evaluation Procedure: Proposals received that conform to the proposal instructions will be evaluated. The evaluation will take place using the evaluation criteria identified in the following section. Interviews will be scheduled to take place on **Friday, April 16, 2010** at the Metro Regional Center.
- B. Evaluation Criteria: This section provides a description of the criteria which will be used in the evaluation of the proposals submitted to accomplish the work defined in the RFP.

	Percentage of Total Score
— Project Work Plan/Approach	
1. Demonstration of understanding of the project objectives	20%
2. Performance methodology	20%
— Project Staffing Experience	
1. Project consultant	20%
2. Commitment to project	10%

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—	Diverse Workforce	10%
	1. Policies, practices and plans to employ and maintain a diverse workforce	
—	Budget/Cost Proposal	
	1. Projected cost/benefit of proposed work plan/approach	10%
	2. Commitment to budget and schedule parameters	10%
		100%

X. APPEAL OF CONTRACT AWARD

Aggrieved proposers who wish to appeal the award of this contract must do so in writing within seven (7) days of issuance of the notice of intent to award by Metro. Appeals must be submitted to Darin Matthews, Procurement Officer, 600 N.E. Grand, Portland, Oregon 97232-2736 and must state the specific deviation of rule or statute in the contract award. Metro will issue a written response to the appeal in a timely manner.

XI. NOTICE TO ALL PROPOSERS -- STANDARD AGREEMENT

The attached personal services agreement is a standard agreement approved for use by the Office of Metro Attorney. This is the contract the successful Proposer will enter into with Metro; it is included for your review prior to submitting a proposal.



Personal Services Agreement

Must Be Under \$50,000

Contract # _____

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 N.E. Grand Avenue, Portland, Oregon 97232-2736, and _____, referred to herein as "Contractor," located at _____.

In exchange for the promises and other consideration set forth below, the parties agree as follows:

1. Duration. This personal services agreement shall be effective _____ and shall remain in effect until and including _____, unless terminated or extended as provided in this Agreement.
2. Scope of Work. Contractor shall provide all services and materials specified in the attached "Exhibit A -- Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.
3. Payment. Metro shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Scope of Work for a maximum sum not to exceed **FIFTEEN THOUSAND AND NO/100THS DOLLARS (\$15,000.00)**.
4. Insurance.
 - a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:
 - (1) Broad form comprehensive general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations, and product liability, shall be a minimum of \$1,000,000 per occurrence. The policy must be endorsed with contractual liability coverage; and
 - (2) automobile bodily injury and property damage liability insurance coverage shall be a minimum of 1,000,000 per occurrence.
 - b. Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS. Notice of any material change or policy cancellation shall be provided to Metro 30 days prior to the change or cancellation.
 - c. Contractor, its subcontractors, if any, and all employers working under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Contractor shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached, as Exhibit B, in lieu of the certificate showing current Workers' Compensation.
 - d. If required by the Scope of Work, Contractor shall maintain for the duration of this Agreement professional liability insurance covering personal injury and property damage arising from errors, omissions, or malpractice. Coverage shall be in the minimum amount of \$500,000. Contractor shall provide to Metro a certificate of this insurance, and 30 days' advance notice of material change or cancellation.
 - e. Contractor shall provide Metro with a Certificate of Insurance complying with this article, and naming Metro as an additional insured within fifteen (15) days of execution of this contract, or twenty-four (24) hours before services under this contract commence, whichever date is earlier.



Personal Services Agreement

5. Indemnification. Contractor shall indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Agreement, or with any patent infringement or copyright claims arising out of the use of Contractor's designs or other materials by Metro and for any claims or disputes involving subcontractors.
6. Maintenance of Records. Contractor shall maintain all of its records relating to the Scope of Work on a generally recognized accounting basis and allow Metro the opportunity to inspect and/or copy such records at a convenient place during normal business hours. All required records shall be maintained by Contractor for six years after Metro makes final payment and all other pending matters are closed.
7. Ownership of Documents. All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by Contractor pursuant to this Agreement are the property of Metro, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such documents.
8. Project Information. Contractor shall share all project information and fully cooperate with Metro, informing Metro of all aspects of the project including actual or potential problems or defects. Contractor shall abstain from releasing any information or project news without the prior and specific written approval of Metro.
9. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of Metro. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.
10. Right to Withhold Payments. Metro shall have the right to withhold from payments due to Contractor such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage, or claim which may result from Contractor's performance or failure to perform under this Agreement or the failure of Contractor to make proper payment to any suppliers or subcontractors.
11. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapters 279A, 279B and 279C and the recycling provisions of ORS 279B.025 to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.
12. Situs. The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the state of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.
13. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party.



Personal Services Agreement

14. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor seven days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.

15. No Waiver of Claims. The failure to enforce any provision of this Agreement shall not constitute a waiver by Metro of that or any other provision.

16. Modification. Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s), signed by both parties.

 By _____
 Title _____
 Date _____

METRO
 By _____
 Title _____
 Date _____

Exhibit A – Scope of Work

Payment Methodology. Metro shall pay for the actual Services performed under this Contract according to the agreed upon hourly billing rates as listed above. Metro will also pay for actual direct non-labor costs itemized separately from the personnel costs, and with proper documentation. Documentation that may be requested at Metro's discretion may include receipts, timesheets, and accounting reports documenting actual expenses incurred, and must be received before these expenses can be reimbursed. Payments may not exceed **FIFTEEN THOUSAND AND NO/100THS DOLLARS (\$15,000.00)**.

Contractor agrees to invoice all Services at no greater than the agreed upon hourly billing rates as outlined above and actual non-labor rates specified in this Contract. These rates may be amended only at Metro's discretion and through a contract amendment signed by both parties.

Basis for Payment. Metro shall reimburse all allowable expenses that Contractor presents for payment upon Metro's approval of Contractor's invoice submitted in accordance with the terms of the Contract for services performed and materials delivered, but only after Metro has determined that Contractor has completed, and Metro has accepted, the invoiced services. The Contractor shall submit invoices in a timely manner to Metro.

Invoices and Payments. Contractor shall submit invoices requesting payment to Metro's Project Manager for approval. Contractor shall not submit invoices to Metro's Project Manager any more frequently than once per month. Metro reserves the right to request, in writing, full itemization and receipts for, but not limited to, any or all labor and direct costs billed by the Contractor. Contractor shall provide receipts to Metro within five (5) business days of Metro's request. Metro will not make payment to Contractor under the applicable invoice until Metro has received all requested receipts from the Contractor.

Corrective Work. Contractor is responsible to complete all Services, including deliverables, as defined in the Scope of Work to the satisfaction of the Metro. If Metro, in its sole discretion, determines that the Services are unacceptable, Contractor is responsible to correct any deficiencies in the Services to Metro's satisfaction without further compensation. Metro may withhold other payments until any deficiencies have been corrected to the Metro's satisfaction.

Increases. *Fixed rates throughout the term:* The hourly billing rates established above shall remain fixed for the duration of this Contract. Metro may, by amendment to this Contract, agree to appropriate increases in the maximum compensation payable under the Contract, should any Metro-approved increase occur in the scope, character, schedule or complexity of Services as outlined in the Scope of Work. Contractor shall not commence any Services authorized under an amendment until that amendment has received all necessary government approvals.

Travel. For all travel expenses approved by Metro, Metro shall reimburse Contractor according to the current federal rates in effect on the date travel occurs, or the actual expenses, whichever is less. Current federal rates can be found at www.gsa.gov and navigating to the section titled "Per Diem Rates" under Travel Resources. Reimbursement of mileage shall be made at IRS Standard Mileage Rate, which can be found at www.irs.gov.



STANDARD INVOICE FORMAT
(Cover Page)

Contractor (Name and Address) [or print on letterhead]

Invoice No. _____

Date of Invoice: _____

Contract No.: _____ Contract Expiration Date: _____

Contractor Project Manager & Phone: _____

Contact for Billing Questions & Phone: _____

Bill To: Tim O'Brien, Project Manager
Metro Planning & Development Department
600 N.E. Grand Avenue
Portland, OR 97232-2736
Phone (503) 797-1680
Fax (503) 797-1930

Project Name: Assessment of Potential Urban Growth Boundary Expansion Areas

Services Performed from April 2010 to June 2010

Total Contract Amount: \$ _____

Amount Previously Invoiced: \$ _____

Amount Remaining: \$ _____

Total Amount Due this Invoice: \$ _____

FOR METRO USE