

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING THE)
ISSUANCE OF A REQUEST FOR PROPOSALS,)
NO. 02-1020-REM, FOR A PERSONAL SERVICES)
CONTRACT FOR DESIGN OF REPAIRS AND)
IMPROVEMENTS TO THE ROOF AND)
VENTILATION SYSTEM AT METRO CENTRAL)
STATION)

RESOLUTION NO. 02- 3185

Introduced by Mike Burton,
Executive Officer

WHEREAS, Metro owns the Metro Central Transfer Station, a solid waste facility located in Northwest Portland; and,

WHEREAS, a Metro renewal and replacement study, dated December 2001, has specified that the roof and ventilation system of the Metro Central Transfer Station require repairs and improvements; and,

WHEREAS, the Metro Council has assigned funds in the Metro Fiscal Year 2001-02 budget for the expenses of procuring a design for the repairs and improvements; and,

WHEREAS, the staff of the Regional Environmental Management Department has recommended the retention of a design firm to design a replacement for the existing roof and ventilation system at the Metro Central Transfer Station; and,


WHEREAS, Metro Code Section 2.04.026 requires approval for the release of requests for proposals for all contracts for personal services for a term greater than 12 months and in an amount greater than \$50,000; and,

WHEREAS, Metro Code Section 2.04.044 requires certain processes for procurement of personal services contracts in amounts greater than \$50,000; and,

WHEREAS, this Resolution was submitted to the Executive Officer for consideration and was forwarded to the Metro Council for its approval; now, therefore,

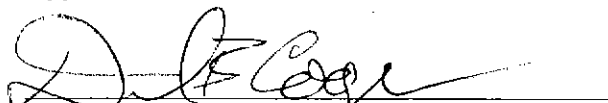
BE IT RESOLVED, that the Metro Council hereby authorizes the issuance of the attached Request for Proposal for a personal services agreement for the design of the roof and ventilation system at the Metro Central Transfer Station, (" Exhibit A") and further authorizes the Executive Officer to execute a contract with the most responsive proposer in a form substantially similar to the contract contained in Exhibit A.

ADOPTED by the Metro Council this 13th day of June, 2002.



Carl Hosticka, Presiding Officer

Approved as to Form:



Daniel B. Cooper, General Counsel



Exhibit A
Resolution No. 02-3185

REQUEST FOR PROPOSAL
FOR
ROOF REPLACEMENT AND VENTILATION DESIGN
FOR METRO CENTRAL TRANSFER STATION

RFP # 02-1020-REM

Metro
Regional Environmental Management
600 NE Grand Avenue
Portland, OR 97232

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REQUEST FOR PROPOSALS
FOR
ROOF REPLACEMENT AND VENTILATION DESIGN
FOR METRO CENTRAL TRANSFER STATION

I. INTRODUCTION

The Regional Environmental Management (REM) Department of Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 NE Grand Avenue, Portland, OR 97232-2736, is requesting proposals to design a replacement for the existing metal roof at Metro Central Transfer Station. The work will involve all phases of design required to replace the existing roof including redesign of the facility ventilation with special attention to maximizing natural lighting within the facility. **Proposals will be received at Metro's REM reception desk, Attn: Maurice Neyman, 600 NE Grand Avenue, Portland, OR 97232-2736, until 4:00 p.m. PDT, on Tuesday, June 11, 2002.** Late proposals will not be considered for selection. Details concerning the project are contained in this document. Copies of this RFP and reference material may be obtained by contacting REM at (503) 797-1650.

II. BACKGROUND/HISTORY OF PROJECT

Metro Central Transfer Station (MCS) is located at 6161 N.W. 61st Street in Portland, Oregon and can be reached by taking St. Helen's Rd. (HWY 30) to Kittridge Avenue, left on Front, left on 61st Street. MCS is one of two transfer stations owned by Metro. Approximately 900 tons of waste is received each day. Materials, which can be economically recycled, are removed from the wastestream and the remaining waste is compacted and trucked to the Columbia Ridge Landfill in Gilliam County, Oregon. MCS is operated by Browning Ferris Industries (BFI) under contract to Metro. MCS operates 24 hours per day and is most active between the hours of 5am and 7pm each day.

The transfer station is comprised of seven individual steel structures grouped together to create one 171,000sf facility. The original phase was erected in 1920 with the final two stages in 1990 and 2000 as shown on the attached drawings. The roof materials are metal and pre-painted or coated with chop glass asphalt emulsion. The roofs contain approximately 25 smoke vents, 30 10-HP exhaust fans, 6 3-HP exhaust fans and 250 translucent panels.

The facility operator and customers both complain about the noise of the current ventilation system therefore, the system remains off most of the time. Evaluation and replacement of the existing system, including analysis of noise and natural ventilation, will be required.

The renewal and replacement budget for design and construction of this project is \$2,800,000. Metro is seeking proposals from qualified architectural/engineering firms to perform the following services and to deliver the products described in Section III, Proposed Scope of Work/Schedule.

III. PROPOSED SCOPE OF WORK/SCHEDULE

Contractor shall produce a design for the roof repair/replacement including drawings and technical specifications suitable for construction. The proposed solution(s) shall include:

- ❖ Investigate roof repair and replacement options and develop a comparison analysis covering at least 4 reasonable solutions or others as requested by Metro. One of which must include eco-technologies capable of treating roof runoff.
- ❖ Evaluate the particulate/smoke and exhaust ventilation system. Analyze additional considerations regarding passive ventilation options and noise reduction. Submit recommendations to Metro for selection then incorporate into the finalized design.
- ❖ Increase the amount of natural lighting within the facility to the maximum extent possible. It is anticipated that some options may correlate with the options regarding ventilation.
- ❖ It is imperative the facility remain in operation during the construction phase of this project. It is also desirable to keep the disruption to the facility operations to a minimum.

The design shall be in accordance with the appropriate codes, regulations and industry standards including Factory Mutual requirements (Metro's insurance underwriter). It shall incorporate materials utilizing recycled content wherever possible per Metro Executive Order #47 and take advantage of any reuse and salvage materials. Design services shall also include:

- ❖ Attend initial design meeting and progress meetings with Metro as necessary.
- ❖ Produce 30% and 90% construction documents and cost estimates for review.
- ❖ Obtain plan check approvals from applicable agencies.
- ❖ Prepare 100% drawings "For Construction" and a final engineering estimate for the cost of construction.
- ❖ Submit application for all required construction permits to applicable agencies.
- ❖ Attend the pre-bid conference to address technical questions related to design.
- ❖ Attend the pre-construction conference and participate in construction progress meetings with the selected construction contractor as requested by Metro.
- ❖ Provide assistance during construction (i.e. review technical submittals, respond to Request for Information (RFI) concerning the design, etc.) to ensure adherence to the drawings and specifications. Attend weekly construction meetings.
- ❖ Compile as-built information from red line drawings and submit Metro 2 hard copies (1 B-size, 1 D-size) and one electronic copy of as-built drawings (AutoCAD R14 or 2000) for review and approval.

IV. PROPOSAL CONTENTS

- ❖ **Proposal**: Four (4) copies of the proposal shall be furnished to Metro at the address and time set forth in the INSTRUCTION to this RFP. The proposal should thoroughly describe the ability of the consultant to perform the work requested in the manner outlined below. The proposal should be double-sided, single stapled and submitted on recycled paper containing post-consumer content. **No wax page dividers or other non-recyclable materials are to be included in the proposal.**
- ❖ **Transmittal Letter**: The letter should provide an overview of the approach that will be used to accomplish the work. Include in the overview the individual that is to be the contact for the project and who has authority to sign the agreement with Metro if a contract is awarded to the firm. State that the proposal will be valid for a minimum of 90 days. Also detail which other firms will be involved in the project and their roles.
- ❖ List the specific individuals who will perform the work and their specific roles.
- ❖ Describe the individuals experience in performing similar work.
- ❖ Describe the experience of the firm and all subcontractors in performing similar work.
- ❖ Estimate the number of hours, by position and task, required to complete all phases of the work. Enclose a fee schedule for all personnel to be utilized in the project. These documents will be used to develop a Not-To-Exceed agreement with the successful proposer.
- ❖ Submit a specific work plan for the project.
- ❖ Submit a detailed design schedule to accomplish the major items of the work.
- ❖ **Exceptions and Comments**: Firms wishing to take exception to, or comment on, any specified requirements within this RFP are encouraged to document their concerns in this part of their proposal. Exceptions or comments should be succinct, thorough and organized.

V. EVALUATION OF PROPOSALS

Evaluation Process

Metro will only evaluate proposals that, in the evaluation team's sole opinion, conform to the proposal instructions.

Metro will rank proposals based on the evaluation criteria and points described below. Interviews with the top ranked firm or firms are anticipated. Time, location and format will be announced, as necessary.

Based on the overall evaluation of proposals, Metro will enter negotiations with the highest ranked firm to finalize a contract. The scoring of the evaluator, and the consequent ranking of firms, will not be permitted as grounds for appeal of the award of a contract, per Metro Code.

If Metro is unsuccessful in negotiating a contract, Metro will select the next highest ranked firm and attempt to negotiate a contract. This process will continue until a contract is recommended for award or Metro terminates the procurement.

Evaluation Criteria

❖ Project budget and fee schedule.	20
❖ Firm's experience with design of similar structures in similar applications.	20
❖ Individuals' experience with design of similar structures in similar applications.	35
❖ Project plan, scope of work and design schedule.	45

VI. GENERAL PROPOSAL/CONTRACT CONDITIONS

1. **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.
2. **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 that 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 Maurice Neyman at (503) 797-1692 or 970-8081. 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 five working days prior to the date established for the receipt of proposals.
3. **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.
4. **Minority and Women-Owned 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 provision 2.04.100 and 200. Copies of that document are available from the Business Services Division of Administrative Services, Metro, Metro Regional Center, 600 NE Grand Avenue, Portland, OR 97232 or call (503) 797-1816.

5. 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.
6. 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.

VII. NOTICE TO ALL PROPOSERS -- STANDARD AGREEMENT

The attached personal services agreement is a standard agreement approved for use by the Metro Office of General Counsel. This is the contract the successful proposer will enter into with Metro; it is included for your review prior to submitting a proposal. Any changes in these contract provisions should be requested and clearly documented as an "exception" within the proposal. Failure to respond will be interpreted as acceptance of the standard terms and conditions for the contract and subsequent changes will not be allowed. Consider the requested exceptions carefully as they will be considered in the evaluation of proposals. Requested exceptions that cannot be resolved will result in rejection of the proposal.

ATTACHMENTS

Metro Central Station

Site Layout

Roof plan

Personal Services Agreement

S:\SHARE\ENGMETRO CENTRAL\ROOF REPLACEMENT\RFP#02-1020-REM.DOC

PERSONAL SERVICES AGREEMENT

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 NE Grand Avenue, Portland, OR 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 on the last signature date below 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 _____ AND _____/100THS DOLLARS (\$_____).

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 \$1,000,000. 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.

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 three 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 chapter 279, and the recycling provisions of ORS 279.545 - 279.650, 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.

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.

METRO

By _____

By _____

Title _____

Title _____

Date _____

Date _____

Scope of Work

1. Statement of Work.

Contractor shall perform the work and provide those services described in the RFP and the Contractor's response to the RFP dated _____. RFP responses are incorporated into this contract.

2. Modification of (if applicable)

3. Payment, Billing and Term.

Contractor shall provide the above services for a maximum price not to exceed _____ AND NO/100 DOLLARS (\$_____.00), based upon Contractor's quotation dated _____ (see attached).

The maximum price includes all fees, costs and expenses of whatever nature. Each of Metro's payments to Contractor shall equal the percentage of the work Contractor accomplished during the billing period. Contractor's billing statement will include an itemized statement of unit prices for labor, materials and equipment, will include an itemized statement of work done and expenses incurred during the billing period, will not be submitted more frequently than once a month, and will be sent to Metro, Attention Regional Environmental Management Department. Metro will pay Contractor within 30 days of receipt of an approved statement.

In the event Metro wishes for Contractor to provide services or materials after the maximum contract price has been reached, Contractor shall provide such services or materials pursuant to amendment at the same unit prices that Contractor utilized as of the date of this Agreement, and which Contractor utilized to submit requests for payment pursuant to this Scope of Work. Metro may, in its sole discretion and upon written notice to Contractor, extend the term of this contract for a period not to exceed 12 months. During such extended term all terms and conditions of this contract shall continue in full force and effect.

MN:clk

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 02-3185, FOR THE PURPOSE OF AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSALS, NO. 02-1020-REM, FOR A PERSONAL SERVICES CONTRACT FOR DESIGN OF REPAIRS AND IMPROVEMENTS TO THE ROOF AND VENTILATION SYSTEM AT METRO CENTRAL STATION

Date: April 19, 2002

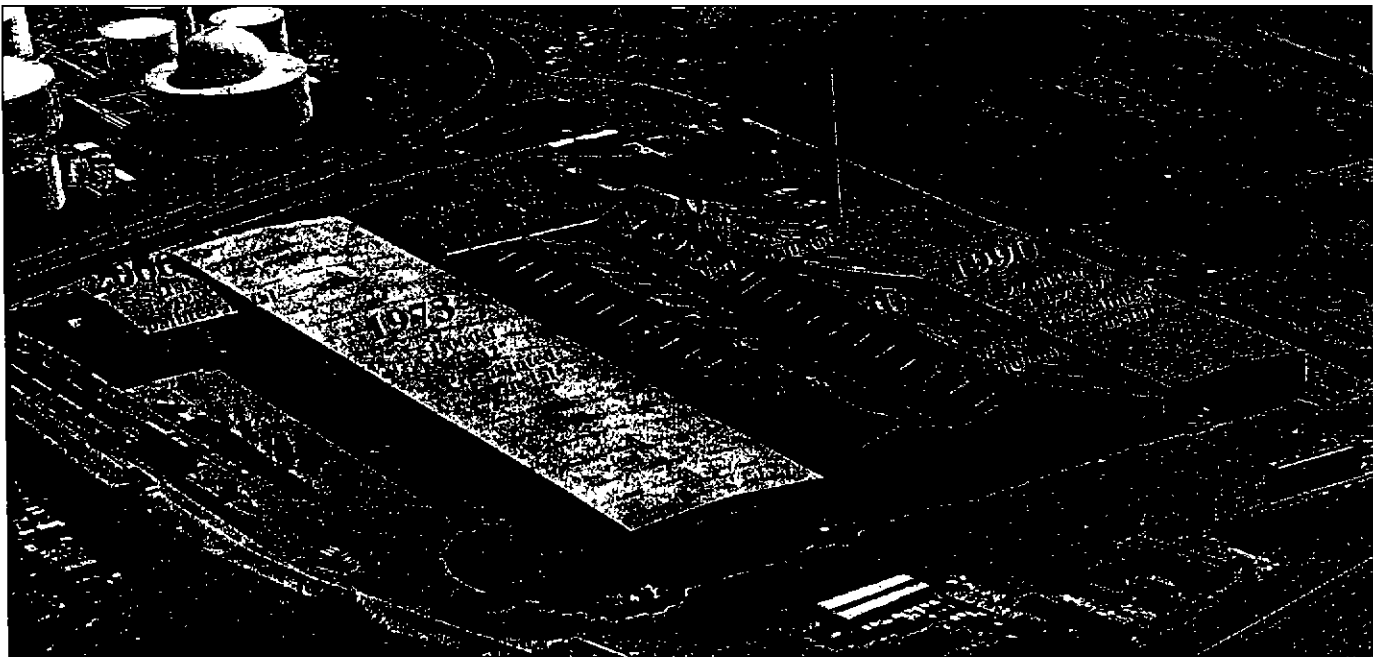
Prepared by: Maurice Neyman

BACKGROUND

Metro Central Station (MCS) is a Metro owned solid waste transfer station located in NW Portland and operated under contract by Browning Ferris Industries (BFI). It began accepting commercial and public waste in 1991 corresponding with the closure of the St. Johns Landfill located in North Portland. The facility received 328,000 tons of solid waste in 2001. Various recycling programs diverted 6.7% of the waste stream. The remainder was compacted into 30-ton slugs of waste, placed into transfer trailers and sent to the Columbia Ridge Landfill located 150 miles east of Portland near Arlington, Oregon.

The MCS facility is comprised of seven individual steel structures grouped together to create one 171,000sf facility. The original building was erected in 1920 and expanded in 1940, 1955, 1967 and 1973 with the final two stages in 1990 and 2000. The roof materials are metal, pre-painted or coated with chopped glass and asphalt emulsion and appear to be original. The roofs contain approximately 25 smoke vents, 35 exhaust fans and 250 translucent panels.

METRO CENTRAL STATION



Modifications to the roof at MCS have been included in the renewal and replacement report since 1989 and tied to the Metro bond ordinance requirements. The item has also been shown in the Capitol Improvement Plan since 1997. In 2001 URS, a local consultant, completed the Facility Master Plan and updated the renewal and replacement account which both identify the roof for replacement. Metro subsequently solicited an independent roof inspection that showed all, but the last roof installed in 2000, in "poor" condition and "requiring replacement".

In 2001, storm water sampling indicated the facility was over the allowable limit of zinc in the surface runoff. There is evidence the contamination is coming from the roof drainage, most probably from the corroded roofing materials. A roof replacement is expected to alleviate this situation although other issues will also be investigated to improve the quality of the facility's surface water runoff.

The intent of this project is to select a qualified and experienced design consultant to investigate and develop options for repairing or replacing the roof system. An experienced contractor will then be selected to complete the work. Several factors will be required in developing the design.

- ❖ Maximize the natural lighting within the facility.
- ❖ Improve ventilation and air quality inside the facility at the level public customers and facility operators perform their work.
- ❖ Minimize disruption to the operation of the facility.
- ❖ Investigate eco-technologies to solve storm water discharge issues.
- ❖ Reduce exhaust fan noise and energy requirements.

The existing 10hp up-draft roof mounted exhaust fans were not designed for the current use, or size of the facility. The current facility is completely opened on one end allowing a significant influence from natural ventilation. The existing fans are also extremely loud and inefficient. Due to their intense noise they are rarely used. The new ventilation design will utilize the natural cross ventilation, minimize noise, improve fan efficiency, thereby reducing energy consumption and improving the air quality inside the facility.

Roof access for inspection and maintenance will also be addressed. The ability to clean skylights and inspect the roof and blower units will be required on an annual basis. Appropriate and safe access to the equipment will be investigated including access to the underside of the roof and equipment.

Release of this RFP is anticipated by late May with the issuance of a design contract in early July. The RFB will be released late 2002 and the construction will follow in the spring of 2003. Estimated construction time is 6 months thereby concluding in the fall of 2003.

ANALYSIS/INFORMATION

1. Known Opposition

No known opposition.

2. Legal Antecedents

Metro Code 2.04.026(c) requires Council authorization prior to the release of proposal documents for contracts designated as having a significant impact on Metro. This project was so designated during the budget review process.

3. Anticipated Effects

The roof will be analyzed and subsequently repaired or replaced. Drainage, lighting and ventilation will all be considered in the design.

4. Budget Impacts

The current budget for design services is \$289,000. The proposed FY 2002-03 budget includes \$1.6 million for construction with an additional \$1.1 million proposed in the FY 2003-04 budget. The design services cost element of the contract is within industry standards for this type of work. Total project cost is \$3 million.

RECOMMENDED ACTION

The Executive Officer recommends approval of Resolution No. 02-3185.

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