

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF APPROVING	)	RESOLUTION NO. 97-2493
AN AMENDMENT TO CONTRACT NO.	)	
905449 TO RETROFIT THE METRO	)	Introduced by
INFORMATION ON LONG-RANGE	)	Councilor Ed Washington
TRANSPORTATION (MILT) PUBLIC	)	Chair, Transportation
OUTREACH BUS	)	Planning Committee

WHEREAS, The Transportation Planning Public Involvement Policy requires the provision of complete information, timely public notice, full public access, and early and continuing public involvement; and

WHEREAS, The Metro Council authorized a \$70,000 multi-year contract for the development of the Metro Information on Long-Range Transportation (MILT), a mobile public outreach and education project housed on a retrofitted bus, through Resolution No. 96-2388; and

WHEREAS, MILT will feature educational, interactive multi-media exhibits and displays related to transportation and growth management issues on the inside of the bus and related illustrations depicting the same on the outside of the bus; and

WHEREAS, Metro awarded the multi-year contract to design and develop MILT to Studio Reedijk, Contract No. 905449, through a competitive procurement process; and

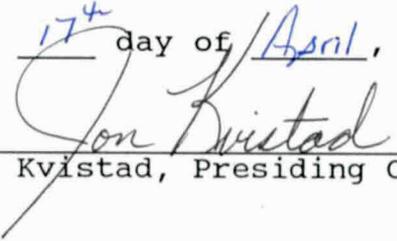
WHEREAS, Studio Reedijk has developed the designs and specifications for the retrofit of the MILT bus, which require exhibit and cabinetry construction, signage, illustrations, lighting and electrical components; and

WHEREAS, The MILT project is listed in the 1996-97 fiscal

year budget as a "Significant Impact" contract which, pursuant to Metro Code Provision 2.04.026(a)(1), requires authorization by the Metro Council prior to the award of contracts for services; now, therefore,

BE IT RESOLVED, That the Executive Officer is authorized to execute an amendment to Contract No. 905449 between Metro and Studio Reedijk to provide for management of the construction and fabrication of all components related to the retrofit of the MILT public outreach bus through a competitive procurement process also managed by Studio Reedijk. The contract amendment shall be substantially similar to the attached Exhibit A. The final terms of the contract amendment shall be negotiated with Studio Reedijk subject to approval of the Office of General Counsel.

ADOPTED by the Metro Council this 17<sup>th</sup> day of April, 1997.

  
Jon Kvistad, Presiding Officer

Approved as to Form:

  
Daniel B. Cooper, General Counsel

**EXHIBIT A**  
**to Resolution No. 97-2493**

CHANGE ORDER NO. 2  
METRO CONTRACT NO. 905449

**MODIFICATION TO A PERSONAL SERVICES AGREEMENT  
FOR MILT - METRO INFORMATION ON LONG-RANGE TRANSPORTATION**

This Agreement hereby amends the above-titled contract (the "Original Agreement") between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter ("Metro"), and Studio Reedijk ("Contractor").

A. Purpose. The purpose of this Change Order is to replace certain terms and conditions contained in the Original Agreement, as set forth herein.

B. Terms of Change Order.

1. Section 2, Scope of Work, of the Original Agreement, including all previous change orders to the provision of section 2, is hereby amended to add the following provision:

Contractor shall perform the work and deliver the products indicated and described in the Bus Retrofit Scope of Work, attached hereto as Exhibit A and incorporated by this reference as if set forth in full.

2. Section 3, Payment, is hereby amended to add the following provision:

Metro shall pay Contractor for work performed and materials delivered in the amount(s), manner and at the time(s) described in the Bus Retrofit Scope of Work for a maximum sum not to exceed THIRTY FIVE THOUSAND AND 00/100THS DOLLARS (\$35,000).

The Expenditure Budget, attached hereto as Exhibit B and incorporated by this reference as if set forth in full, states the amounts Contractor shall be reimbursed for its work under the Bus Retrofit Scope of Work.

3. Paragraph D of Section 4, Insurance, is hereby superseded and amended to read as follows:

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 D, in lieu of the certificate showing current Workers' Compensation.

4. The Original Agreement is hereby amended to add the following additional provisions applicable to the Bus Retrofit Scope of Work:

Section 22, Quality of Goods and Services. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. All workers and subcontractors shall be skilled in their trades. Contractor guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final payment by Metro, whichever is later. All guarantees and warranties of goods furnished to Contractor or subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of Metro.

Section 23, Attorney's Fees. In the event of any litigation concerning this Contract, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to any appellate courts.

Section 24, Subcontractors. Contractor shall contact Metro prior to negotiating any subcontracts and Contractor shall obtain approval from Metro before entering into any subcontracts for the performance of any of the services and/or supply of any of the goods covered by this Contract.

Contractor is solely responsible for paying Contractor's subcontractors and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor(s) and Metro.

Metro reserves the right to reasonably reject any subcontractor or supplier and no increase in the Contractor's compensation shall result thereby. All subcontracts related to this Contract shall include the terms and conditions of this agreement. Contractor

shall be fully responsible for all of its subcontractors as provided in Article IV.

Section 25, Safety. If services of any nature are to be performed pursuant to this agreement, Contractor shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits.

Section 26, Compliance. Contractor shall comply with federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, non-discrimination, safety and health, environmental protection, waste reduction and recycling, fire protection, permits, fees and similar subjects.

- C. Effect of Amendments. Except as modified or superseded herein, all other terms and conditions of the Original Agreement and all previous change orders shall remain in full force and effect.

METRO

STUDIO REEDIJK

\_\_\_\_\_  
By: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **Bus Retrofit Scope of Work**

### **Definitions:**

To ensure premium quality control, timely construction, and accurate fabrication and installation of all exhibitry and related components, Contract No. 905449 between Metro and Studio Reedijk is to be further amended in that Studio Reedijk is to assume the role of overall General Contractor with Peter Reedijk as Construction Manager of the bus retrofit under the supervision of Metro, with Gina Whitehill-Baziuk as Project Manager.

### **Competitive Procurement Requirements:**

As General Contractor, Studio Reedijk is to meet Metro's competitive bid requirements in entering into a competitive bid process for the completion of tasks as outlined below. It is understood that Studio Reedijk shall assume full responsibility for the construction, materials and workmanship of the work described in the general scope of work and that all exhibit materials will meet or exceed the highest of standards which will be detailed in the bid documents after being reviewed and approved by Metro.

### **Schedule:**

It is anticipated that the retrofit of the MILT bus will be completed by June 30, 1997. It is incumbent upon Studio Reedijk as General Contractor, to track all aspects of the retrofit to ensure that this schedule is met. Any deviation from this schedule shall be agreed upon by Metro as Project Manager.

### **General description of work:**

The following indicates the project's general scope of work in terms of graphic concept, including outline notes of the bus interior and exterior. The drawings and specifications do not necessarily indicate or describe all work required for the full performance and completion of the work. The General Contractor is to guarantee that the sub-contractors will furnish all items required for proper installation without adjustment of the contract price. It is intended that the work of all sub-contractors will be of sound and quality construction, and that appropriate language will be incorporated into the General Contractor's bid document to guarantee that adequate amounts are included to cover installation of all items indicated, described or implied.

1. Interior liquid crystal projection screen.  
The General Contractor shall see that one (1) 41.66" x 39.12" liquid crystal screen display with housing and cabling to the CPU is provided. System shall be Clarity Visual System, or approved equal. The display shall be leased to the client for a period of two years.

2. **Exhibit cabinetry**  
The General Contractor shall see that the liquid screen display is integrated into an exhibit wall in the back of the bus. Exhibit elements will be provided by Metro. Wall will need to allow access to multimedia CPU. The housing shall provide for a secure location of the CPU. CPU must be readily accessible. In addition, the General Contractor shall provide seven (7) exhibit structures to which exhibit elements will be attached. Exhibit elements (meaning information and/or maps or other materials) will be provided by Metro.
3. **Multimedia kiosk cabinetry**  
The General Contractor shall provide two (2) secure multimedia stations. Computer hardware and software will be provided by Metro and Studio Reedijk as described in the original contract and consists of one (1) 17" touch screen display, one (1) CPU, two (2) speakers placed right and left of the monitor, keyboard and mouse, and an external cellular modem.
4. **Lighting**  
Exhibit areas shall be illuminated with lighting located and designed to eliminate glare, enhance the displays, and shall not detract from the interpretive experience. Locations of luminaires shall be adjustable to allow for changes of exhibits and easily accessible for bulb replacement. General Contractor shall work closely with Metro to design a lighting system with minimal heat loss. If required, a ventilation system shall be installed to increase airflow and reduce heat.
5. **Cabling/electricity**  
General Contractor shall provide a point of entry for electricity (such as mobile home and recreation vehicles) to power the exhibit elements. Electricity shall be distributed throughout the bus with outlets at 4' intervals to provide power for individual exhibit elements. Networking cables shall be installed throughout the bus to connect the three multimedia stations. All cabling shall be concealed.
6. **Exterior awning**  
General Contractor shall provide for a 10' x 10' awning which can be attached over the rear entrance of the bus. Awning shall be two-color with silk-screened images in one color. Awning shall be stored in a compartment underneath the bus. General Contractor shall see that the compartment is created in coordination with Tri-Met. Awning shall be high enough to allow for easy operation of the rear entrance door.
7. **Bus detailing**  
Prior to installation, General Contractor shall oversee the removal of any existing exterior and interior structures. Surfaces shall be smooth and clean and repaired if so required. General Contractor shall resurface the flooring of the bus. Selection of surface material shall be coordinated with Metro. Only after approval of finished bus detailing shall General Contractor commence installation of the exhibit elements.

8. **Exterior signage**  
General Contractor shall provide two exterior A-frame signs to complement the murals on the bus. General Contractor shall ensure that appropriate images are created with Project Manager's approval. The removable frame shall have a dispenser for literature and shall be provided with weights. In addition, four (4) Metro logotypes shall be installed on the exterior bus surface. Two lines of 12" type shall be applied to the rear of the exterior of the bus. Finally, four (4) 2' x 8' banners shall be manufactured and mounted between the poles of the exterior awning. Banners shall be four-color prints on white. Artwork shall be provided by the designer.
  
9. **Exterior sculpture**  
General Contractor shall create a sculptural element which can be attached to the front of the bus when it is stationed. Sculptural element must complement all other exhibit elements. General Contractor shall see that appropriate images are used in this sculptural work.
  
10. **Exterior mural mounting**  
General Contractor shall permanently attach seven (7) exterior murals to the bus. Murals will be provided through Studio Reedijk Contract No. 905449 as amended and consists of four (4) 4' x 10' panels, one (1) 8' x 10' panel and one (1) 20' x 10' panel. All panels are 0.5" thick Syntra and shall be supplied in 4' sections. General Contractor shall assemble murals and provide for sufficient reinforcement to protect the mural from warping.

**EXHIBIT B****STUDIO REEDIJK  
BUS RETROFIT BUDGET**

<b>Work Element</b>	<b>Amount</b>
Cabinetry: Includes exhibit cabinetry, liquid crystal screen display, multi-media kiosk cabinetry and construction	\$21,000
Lighting, cabling and electrical contracting	\$6,000
Bus interior and exterior detailing	\$2,000
Exterior signage; storage and mounting	\$6,000
<b>Total</b>	<b>\$35,000</b>

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 97-2493 FOR THE PURPOSE OF APPROVING AN AMENDMENT TO CONTRACT NO. 905449 TO RETROFIT THE METRO INFORMATION ON LONG-RANGE TRANSPORTATION (MILT) PUBLIC OUTREACH BUS

Date: April 8, 1997

Presented by: Andrew Cotugno

PROPOSED ACTION

Adoption of this resolution would authorize the amendment of Contract No. 905449 to retrofit the Metro Information on Long-Range Transportation (MILT) public outreach bus through a competitive procurement process managed by Studio Reedijk as reflected by the Scope of Work described in Exhibit A.

FACTUAL BACKGROUND AND ANALYSIS

Metro's Transportation Public Involvement Policy requires the provision of complete information, timely public notice, full public access and early and continuing public involvement. The Metro Information on Long-Range Transportation (MILT) project is designed to heighten the ability of public involvement staff to communicate information on transportation-related activities and programs with the community.

MILT will feature educational, interactive multi-media exhibits and displays about transportation issues on the inside and outside of a retrofitted bus. The exterior of the bus will include transportation-oriented illustrations. The MILT bus will travel to community events, mall and shopping center parking lots, schools, community centers and other public locations and destination sites throughout the region beginning in the summer of 1997.

In September 1996, the Metro Council authorized a \$70,000 multi-year contract for the design and development of the MILT project through Resolution No. 96-2388. Metro awarded the multi-year contract to Studio Reedijk, Contract No. 905449, through a competitive procurement process.

In April 1997, under authority of Metro Code Chapter 2.04.046(b), we separately amended the Studio Reedijk contract for \$25,000 for the addition of construction management, exterior mural application and preliminary exhibitry.

This \$35,000 contract amendment with Studio Reedijk is for managing the retrofit of the MILT bus and the competitive bid process for all elements of the retrofit including the application of illustrations and signage, installation of lighting, and construction of display and exhibit cabinetry.

### BUDGET IMPACT

The MILT project is included in the Adopted Metro Budget for Fiscal Year 1996-97. The entire project budget is \$150,000 and is budgeted within the Materials and Services budget of the three transportation project areas: Regional Transportation Plan (\$37,500); Congestion Pricing (\$37,500); and South/North HCT (\$75,000).

The MILT project is included in the Contracts List with a significant impact designation. In addition, the MILT project is described in detail in the Transportation Planning Section of the Fiscal Year 1996-97 Program Narrative.

### EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 97-2493.