
MERC Commission Meeting

December 4, 2012
1:45-3:00 pm

Metro Regional Center
600 N.E. Grand Ave.
Conference Room 301



600 NE Grand Ave.
Portland, OR 97232
503-797-1780

www.oregonmetro.gov



Metro | *Exposition Recreation Commission*

Agenda

Meeting: Metro Exposition Recreation Commission Regular Meeting
Date: Tuesday, December 4, 2012
Time: 1:45 – 3:00 p.m.
Place: Metro, Room 301

CALL TO ORDER

1:45 1. QUORUM CONFIRMED

1:50 2. COMMISSIONER/EX OFFICIO COMMUNICATIONS

2:00 3. GENERAL MANAGER COMMUNICATIONS

Teri Dresler

2:10 4. MERC VENUES' BUSINESS REPORTS

Cruickshank, Rotchford,
Williams

2:25 5. OPPORTUNITY FOR PUBLIC COMMENT ON NON-AGENDA ITEMS

2:35 6. ACTION AGENDA

6.1 **Resolution 12-22** for the purpose of accepting SBS Construction as the lowest responsive and responsible bidder and authorizing the General Manager of Visitor Venues to execute a contract for the Main Kitchen Original Cooler Remodel Project – General Contractor Services at the Oregon Convention Center (OCC), and requesting the Metro Council amend the FY 2012-13 through 2016-2017 Capital Improvement Plan.

Scott Cruickshank

ADJOURN

MERC Commission Meeting

December 4, 2012
1:45-3:00 pm

Financial Report

OCTOBER 2012

FINANCIAL INFORMATION

For Management Purposes only



Date: November 27, 2012

To:

Commissioner Chris Erickson, Chair
Commissioner Judie Hammerstad, Vice Chair
Commissioner Terry Goldman, Secretary/Treasurer
Commissioner Ray Leary
Commissioner Cynthia Haruyama
Commissioner Elisa Dozono
Commissioner Karis Stoudamire-Phillips

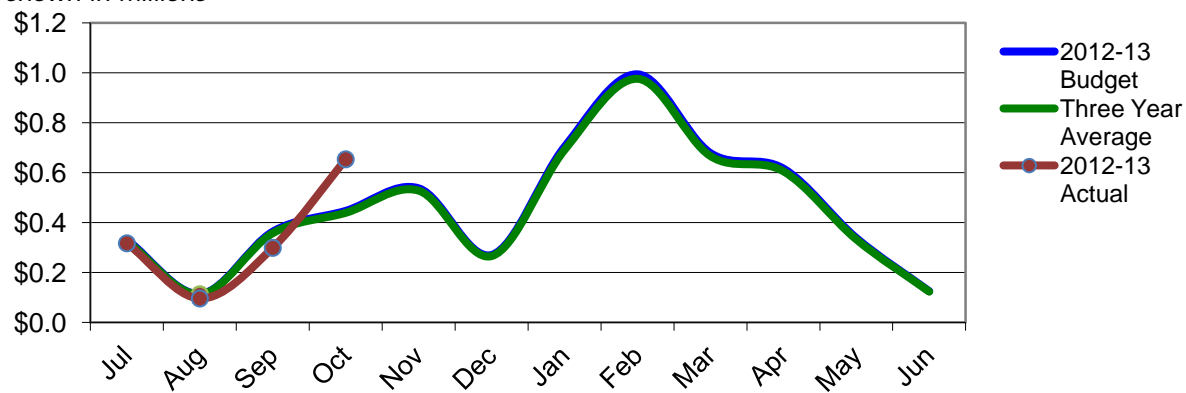
From: Cynthia Hill – Budget/Finance Manager

Re: MERC Financial Information October 2012

Enclosed please find the monthly financial report for the Metropolitan Exposition Recreation Commission reflecting revenues and expenditures as of October 2012.

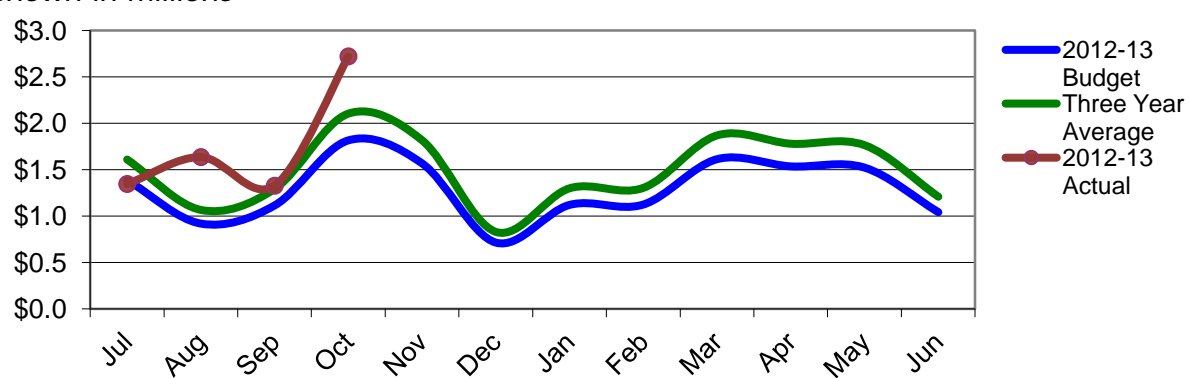
Expo- Operating Revenues by Month

shown in millions

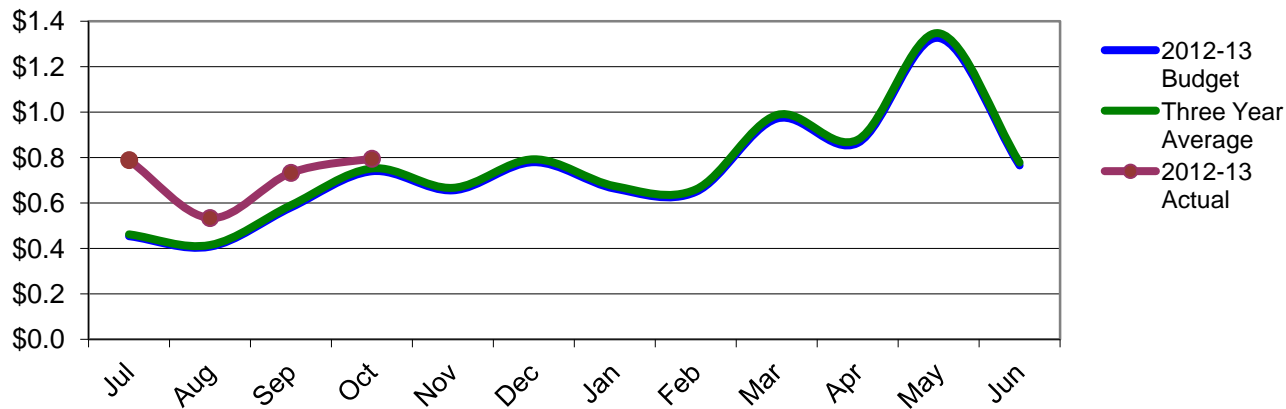


OCC- Operating Revenues by Month

shown in millions



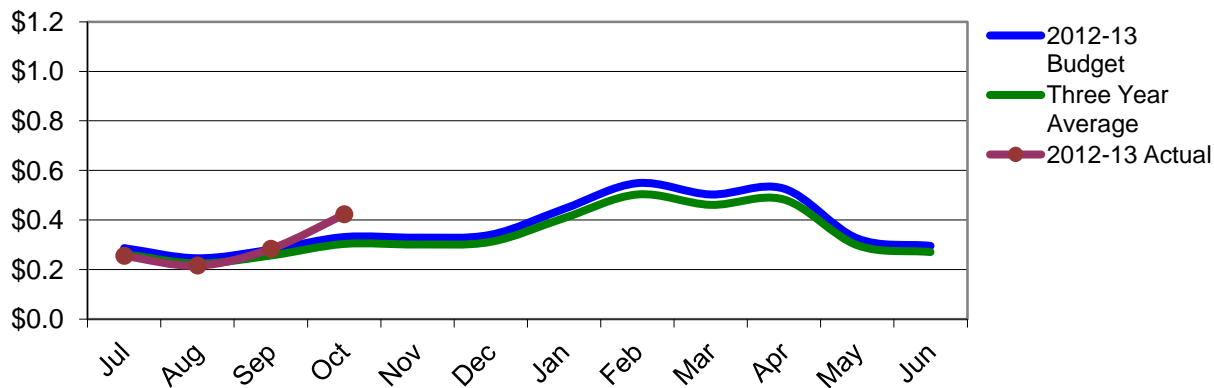
PCPA Operating Revenues by Month
shown in millions



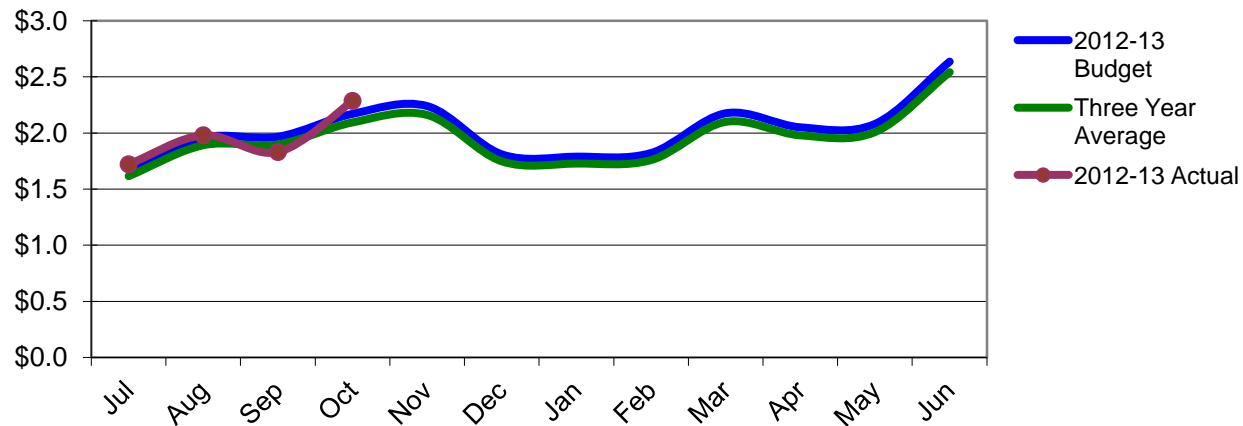
MERC revenues year to date reached \$11.2 million, compared to \$10.7 million in the prior year. Expo had three major events in the month of October with the Portland Fall Home and Garden Show (\$161 thousand, America’s Largest Antique & Collectibles Show (\$126 thousand) and the Timber Processing and Energy Expo (\$92 thousand). Key events at OCC included the Applied Superconductivity Conference (\$508 thousand), the International Code Council (\$401 thousand) and the Wildlife Society 19th Annual Conference (\$255 thousand). PCPA performances included Snow Patrol and Noel Gallagher (\$53 thousand), David Byrne Concert (\$42 thousand), Body Beautiful Ballet (\$42 thousand), Legally Blond (\$32 thousand) and Chorus Line (29 thousand).

Attendance at Expo was 1,511 greater than October 2011 with similar event activity; OCC attendance was 18,022 greater with three additional events; PCPA had eight less performances and attendance was 9,475 less.

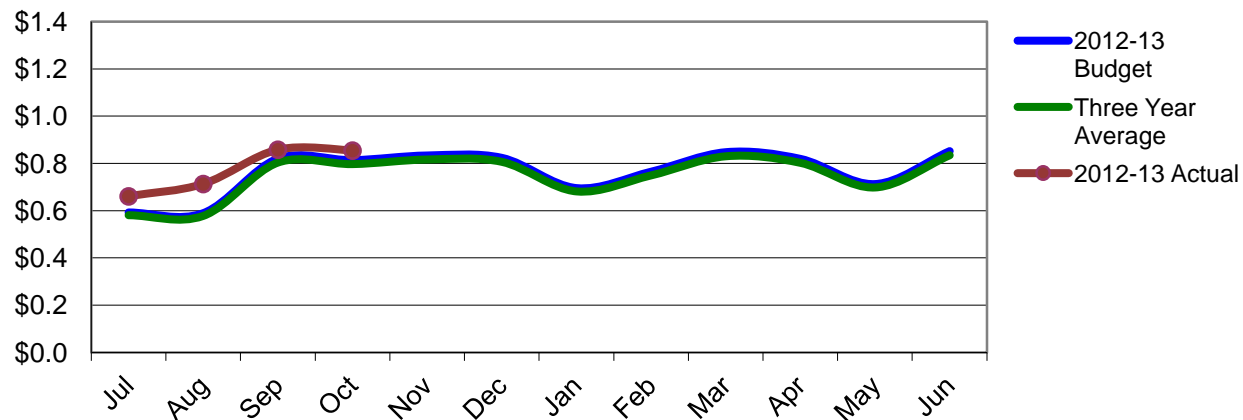
Expo - Operating Expenditures by Month
shown in millions



OCC - Operating Expenditures by Month *shown in millions*



PCPA - Operating Expenditures by Month *shown in millions*



Expenditures are trending slightly greater than budget based on the event activity during the month of October. Operating expenditures relate directly to the event schedule at each venue.

Non Operating

Transient Lodging Tax (TLT) receipts provide fundamental operating and marketing financial support for OCC and PCPA. Year to date as of October, room nights sold in the market are up 2.3 percent, occupancy rates (room nights per hotel) are up 2.0 percent and the average daily room rate (ADR) is up 7.5 percent

Operating revenues and expenditures are recognized monthly, while non operating sources such as Visitor Development Fund revenue are received at year end:

The cash flow timing differences create a deficit on the financial statement throughout the year, however it adjusts at year-end.

MERC Visitor Venues
Events-Performances-Attendance
October FY 12-13

	October 2011		October 2012		Net Change from Prior Year	
OCC	Events	Attendance	Events	Attendance	Events	Attendance
Tradeshows/Conventions	7	13,200	11	20,882	4	7,682
Consumer Public Shows	6	14,484	9	21,353	3	6,869
Miscellaneous	-	-	-	-	-	-
Miscellaneous -In-House	19	361	11	274	(8)	(87)
Meetings	27	7,289	26	8,543	(1)	1,254
Catering	7	5,072	12	7,376	5	2,304
Totals	66	40,406	69	58,428	3	18,022

	October 2011		October 2012		Net Change from Prior Year	
Expo Center	Events	Attendance	Events	Attendance	Events	Attendance
Consumer Public Shows	7	30,131	7	32,323	-	2,192
Miscellaneous	1	293	1	1,841	-	1,548
Meetings	1	40	-	-	(1)	(40)
Catering	1	390	1	320	-	(70)
Tradeshows/Conventions	2	4,330	2	2,211	-	(2,119)
Totals	12	35,184	11	36,695	(1)	1,511

	October 2011		October 2012		Net Change from Prior Year	
PCPA	Performances	Attendance	Performances	Attendance	Performances	Attendance
Commercial (Non-Broadway)	5	5,286	13	13,065	8	7,779
Broadway	9	18,526	-	-	(9)	(18,526)
Resident Company	28	28,237	24	25,430	(4)	(2,807)
Student	3	794	13	9,327	10	8,533
Non-Profit	35	12,571	28	8,326	(7)	(4,245)
Miscellaneous	8	371	2	162	(6)	(209)
Totals	88	65,785	80	56,310	(8)	(9,475)

Metropolitan Exposition-Recreation Commission
MERC Statement of Activity with Annual Budget
All Departments
October 2012
2013-04

	Current Month Actual October-12	Current Year to Date Actual October-12	Prior Year to Date Actual October-11	% of Prior Year	Annual Budget October-12	% of Annual Budget 33%
Operating						
Revenue	2,245,768	5,996,941	5,695,586	105%	18,067,732	33%
Revenue - Food and Beverage	1,924,091	5,247,546	4,990,753	105%	11,804,821	44%
Total Operating Revenue	4,169,859	11,244,487	10,686,340	105%	29,872,553	38%
Costs - Food and Beverage	1,348,554	4,063,364	3,898,851	104%	9,862,144	41%
Personal Services	1,450,683	5,449,117	5,792,902	94%	17,567,418	31%
Goods & Services	612,498	2,149,261	2,131,778	101%	8,264,736	26%
Marketing Travel Portland	225,004	900,016	880,840	102%	4,014,278	22%
Total Operating Expenses	3,636,739	12,561,758	12,704,371	99%	39,708,576	32%
Net Operating Results Inc (Dec)	533,120	(1,317,271)	(2,018,032)	65%	(9,836,023)	13%
Non Operating						
Transient, Lodging Tax	271,675	847,871	1,063,862	80%	9,985,127	8%
Visitor Development Fund (VDF)	-	-	-	-	3,147,506	0%
Government Support City of Portland	-	-	-	-	793,408	0%
Non-Operating Revenue	(11,817)	31,546	72,071	44%	156,412	20%
Non-Operating Expense	-	-	-	-	2,200,000	0%
	259,858	879,416	1,135,934	77%	11,882,453	7%
Support and Risk Management						
MERC Administration	0	0	-	-	-	-
Metro Support Services	209,557	835,520	721,616	116%	2,498,424	33%
Metro Risk Management	182,326	486,202	494,511	98%	729,301	67%
	391,883	1,321,722	1,216,127	109%	3,227,725	41%
Net Increase (Decrease)	401,095	(1,759,576)	(2,098,225)	84%	(1,181,295)	149%
Transfers						
Transfers to (Expense)	13,421	53,684	25,960	207%	392,056	14%
Transfers from (Revenue)	4,167	16,668	-	-	2,768,633	1%
Debt Service (Expense)	-	-	-	-	1,187,132	0%
Net Transfers	(9,254)	(37,016)	(25,960)	143%	1,189,445	-3%
Net Operations	391,841	(1,796,592)	(2,124,185)	85%	8,150	-22044%
Capital						
Capital Outlay	120,613	371,877	849,928	44%	3,344,077	11%
Construction Management	-	-	-	-	-	-
Transient, Lodging Tax	-	-	-	-	-	-
Non-Operating Revenue	-	-	81,212	0%	295,000	0%
Intrafund Transfers (Exp/Rev)	-	-	-	-	-	-
Transfers from (Revenue)	-	-	-	-	-	-
Net Capital	(120,613)	(371,877)	(768,716)	48%	(3,049,077)	12%
Fund Balance Inc (Dec)	271,227	(2,168,469)	(2,892,902)	75%	(3,040,927)	71%
Food and Beverage Gross Margin	575,537	1,184,182	1,091,902		1,942,677	61%
Food and Beverage Gross Margin	29.9%	22.6%	21.9%		16.5%	
Full Time Employees					190.0	
Excise Tax	251,390	624,481	610,416			
Transient, Lodging Taxes as percent of revenue	6%	7%	9%		25%	
Fund Balance						
Beginning Fund Balance		26,161,717	26,357,848		26,161,717	
Fund Balance Inc (Dec)		(2,168,469)	(2,892,902)		(3,040,927)	
Ending Fund Balance		23,993,248	23,464,946		23,120,790	
Unrestricted Fund Balance					2,384,950	
Operating Contingency					2,299,335	
Stabilization Reserve					620,500	
Designated for Renewal & Replacement					12,277,072	
New Capital/Business Strategy Reserve					5,196,719	
Restricted by Agreement - TLT					142,214	
Ending Fund Balance					23,120,790	

Metropolitan Exposition-Recreation Commission
MERC Statement of Activity with Annual Budget
Portland Exposition Center
October 2012
2013-04

	Current Month Actual October-12	Current Year to Date Actual October-12	Prior Year to Date Actual October-11	% of Prior Year	Annual Budget October-12	% of Annual Budget 33%
Operating						
Revenue	421,857	956,396	1,003,911	95%	3,838,186	25%
Revenue - Food and Beverage	231,590	408,416	373,373	109%	1,864,849	22%
Total Operating Revenue	653,447	1,364,812	1,377,284	99%	5,703,035	24%
Costs - Food and Beverage	179,535	385,235	332,516	116%	1,505,243	26%
Personal Services	137,895	482,006	493,050	98%	1,605,485	30%
Goods & Services	105,558	310,853	304,468	102%	1,342,728	23%
Total Operating Expenses	422,987	1,178,094	1,130,035	104%	4,453,456	26%
Net Operating Results Inc (Dec)	230,460	186,717	247,249	76%	1,249,579	15%
Non Operating						
Non-Operating Revenue	(2,292)	4,102	5,328	77%	21,290	19%
Non-Operating Expense	-	-	-	-	-	-
	(2,292)	4,102	5,328	77%	21,290	19%
Support and Risk Management						
MERC Administration	12,829	51,315	62,446	82%	153,944	33%
Metro Support Services	18,861	75,199	64,944	116%	224,858	33%
Metro Risk Management	20,247	53,992	57,298	94%	80,988	67%
	51,937	180,506	184,688	98%	459,790	39%
Net Increase (Decrease)	176,231	10,314	67,890	15%	811,079	1%
Transfers						
Intrafund Transfers	-	-	-	-	-	-
Transfers to	113	452	-	-	1,359	-67%
Transfers from	375	1,500	-	-	4,500	33%
Debt Service	-	-	-	-	1,187,132	0%
Net Transfers	262	1,048	-	-	(1,183,991)	0%
Net Operations	176,493	11,362	67,890	17%	(372,912)	-3%
Capital						
Revenue	-	-	-	-	-	-
Capital Outlay Expense	66,596	236,266	35,126	673%	574,500	41%
Construction Management Expense	-	-	-	-	-	-
Goods & Services Expense	-	-	-	-	-	-
Non-Operating Revenue	-	-	4,987	0%	-	-
Non-Operating Expense	-	-	-	-	-	-
Intrafund Transfers	-	-	-	-	270,000	-100%
Transfers to	-	-	-	-	-	-
Transfers from	-	-	-	-	-	-
Net Capital	(66,596)	(236,266)	(30,139)	784%	(304,500)	78%
Fund Balance Inc (Dec)	109,897	(224,904)	37,751	-596%	(677,412)	33%
Food and Beverage Gross Margin	52,055	23,181	40,857		359,606	6%
Food and Beverage Gross Margin %	22.5%	5.7%	10.9%		19.3%	
Full Time Employees					13.3	
Excise Tax	48,530	100,832	101,658		-	
Fund Balance						
Beginning Fund Balance		4,310,142	4,732,826		4,310,142	
Fund Balance Inc (Dec)		(224,904)	37,751		(677,412)	
Ending Fund Balance		4,085,238	4,770,577		3,632,730	
Unrestricted Fund Balance					182,705	
Operating Contingency					364,000	
Stabilization Reserve					186,000	
Designated for Renewal & Replacement					775,000	
New Capital/Business Strategy Reserve					2,125,025	
Ending Fund Balance					3,632,730	

Metropolitan Exposition-Recreation Commission
MERC Statement of Activity with Annual Budget
Oregon Convention Center
October 2012
2013-04

	Current Month Actual	Excluding EMP Current Year to Date Actual	Prior Year to Date Actual	% of Prior Year	Annual Budget	% of Annual Budget
	October-12	October-12	October-11		October-12	33%
Operating						
Revenue	1,159,373	2,879,385	2,893,711	100%	7,798,834	37%
Revenue - Food and Beverage	1,562,033	4,150,337	3,949,886	105%	8,224,999	50%
Total Operating Revenue	2,721,407	7,029,721	6,843,596	103%	16,023,833	44%
Costs - Food and Beverage	1,045,521	3,105,915	3,026,775	103%	6,880,666	45%
Personal Services	742,267	2,839,835	3,111,409	91%	9,224,471	31%
Goods & Services	272,140	967,391	1,059,731	91%	3,884,221	25%
Marketing Travel Portland	225,004	900,016	880,840	102%	4,014,278	22%
Total Operating Expenses	2,284,931	7,813,158	8,078,755	97%	24,003,636	33%
Net Operating Results Inc (Dec)	436,476	(783,436)	(1,235,159)	63%	(7,979,803)	10%
Non Operating						
Transient, Lodging Tax	236,845	739,172	922,711	80%	8,729,303	8%
Visitor Development Fund (VDF)	-	-	-	-	2,520,676	0%
Non-Operating Revenue	(4,453)	11,561	38,589	30%	46,678	25%
Non-Operating Expense	-	-	-	-	2,200,000	0%
	232,392	750,732	961,300	78%	9,096,657	8%
Support and Risk Management						
MERC Administration	79,823	319,293	388,550	82%	957,878	33%
Metro Support Services	117,352	467,891	404,108	116%	1,399,118	33%
Metro Risk Management	102,102	272,272	264,912	103%	408,408	67%
	299,277	1,059,456	1,057,570	100%	2,765,404	38%
Net Increase (Decrease)	369,590	(1,092,160)	(1,331,429)	82%	(1,648,550)	66%
Transfers						
Transfers to (Expense)	704	2,816	-	-	239,450	1%
Transfers from (Revenue)	2,334	9,336	-	-	2,228,000	0%
Debt Service (Expense)	-	-	-	-	-	-
Net Transfers	1,630	6,520	-	-	1,988,550	0%
Net Operations	371,220	(1,085,640)	(1,331,429)	-18%	340,000	-319%
Capital						
Revenue	-	-	-	-	-	-
Capital Outlay Expense	2,398	23,283	497,840	5%	2,152,577	1%
Non-Operating Revenue	-	-	-	-	220,000	0%
Intrafund Transfers (Exp/Rev)	-	-	-	-	90,000	0%
Net Capital	(2,398)	(23,283)	(497,840)	5%	(1,842,577)	1%
Fund Balance Inc (Dec)	368,822	(1,108,922)	(1,829,269)	61%	(1,502,577)	74%
Food and Beverage Gross Margin	516,513	1,044,422	923,111		1,344,333	78%
Food and Beverage Gross Margin %	33.1%	25.2%	23.4%		16.3%	
Full Time Employees					110.3	
Excise Tax	202,861	523,649	508,518		-	
Transient, Lodging Taxes as percent of revenue	8%	10%	12%		35%	
Fund Balance						
Beginning Fund Balance		11,058,549	11,552,031		11,058,549	
Fund Balance Inc (Dec)		(1,108,922)	(1,829,269)		(1,502,577)	
Fund Balance Inc (Dec) for HQH		(92,793)	-		-	
Ending Fund Balance		9,856,833	9,722,762		9,555,972	
Unrestricted Fund Balance					725,337	
Operating Contingency					1,540,000	
Stabilization Reserve					260,000	
Designated for Renewal & Replacement					5,685,779	
New Capital/Business Strategy Reserve					1,334,856	
Ending Fund Balance					9,555,972	

Metropolitan Exposition-Recreation Commission
MERC Statement of Activity with Annual Budget
Portland Center for the Performing Arts
October 2012
2013-04

	Current Month Actual October-12	Current Year to Date Actual October-12	Prior Year to Date Actual October-11	% of Prior Year	Annual Budget October-12	% of Annual Budget 33%
Operating						
Revenue	664,538	2,161,161	1,794,700	120%	6,430,712	34%
Revenue - Food and Beverage	130,467	688,793	667,494	103%	1,714,973	40%
Total Operating Revenue	795,005	2,849,954	2,462,194	116%	8,145,685	35%
Costs - Food and Beverage	123,499	572,214	539,560	106%	1,476,235	39%
Personal Services	481,857	1,757,457	1,723,360	102%	5,582,207	31%
Goods & Services	249,324	757,331	700,813	108%	2,105,811	36%
Total Operating Expenses	854,680	3,087,002	2,963,732	104%	9,164,253	34%
Net Operating Results Inc (Dec)	(59,675)	(237,048)	(501,537)	47%	(1,018,568)	23%
Non Operating						
Transient, Lodging Tax	34,829	108,699	141,151	77%	1,255,824	9%
Visitor Development Fund (VDF)	-	-	-	-	626,830	0%
Government Support City of Portland	-	-	-	-	793,408	0%
Non-Operating Revenue	(4,012)	14,127	25,671	55%	84,376	17%
Non-Operating Expense	-	-	-	-	-	-
	30,818	122,826	166,822	74%	2,760,438	4%
Support and Risk Management						
MERC Administration	49,890	199,558	242,844	82%	598,674	33%
Metro Support Services	73,344	292,430	252,564	116%	874,448	33%
Metro Risk Management	59,977	159,938	172,301	93%	239,905	67%
	183,211	651,926	667,709	98%	1,713,027	38%
Net Increase (Decrease)	(212,067)	(766,148)	(1,002,425)	76%	28,843	-2656%
Transfers						
Intrafund Transfers	-	-	-	-	-	-
Transfers to (Expense)	440	1,760	-	-	5,281	33%
Transfers from (Revenue)	1,458	5,832	-	-	17,500	33%
Net Transfers	1,018	4,072	-	-	12,219	33%
Net Operations	(211,049)	(762,076)	(1,002,425)	76%	41,062	-1856%
Capital						
Revenue	-	-	-	-	-	-
Capital Outlay Expense	51,619	112,328	316,962	35%	570,000	20%
Construction Management Expense	-	-	-	-	-	-
Goods & Services Expense	-	-	-	-	-	-
Non-Operating Revenue	-	-	76,225	0%	75,000	0%
Non-Operating Expense	-	-	-	-	-	-
Intrafund Transfers (Exp/Rev)	-	-	-	-	-	-
Transfers to	-	-	-	-	-	-
Transfers from	-	-	-	-	-	-
Net Capital	(51,619)	(112,328)	(240,737)	47%	(495,000)	23%
Fund Balance Inc (Dec)	(262,668)	(874,403)	(1,243,162)	70%	(453,938)	193%
Food and Beverage Gross Margin	6,968	116,579	127,935		238,738	49%
Food and Beverage Gross Margin %	5.3%	16.9%	19.2%		13.9%	
Full Time Employees					46.4	
Taxes as percent of revenue	4%	4%	5%		13%	
Fund Balance						
Beginning Fund Balance		8,445,301	8,490,410		8,445,301	
Fund Balance Inc (Dec)		(874,403)	(1,243,162)		(453,938)	
Ending Fund Balance		7,570,898	7,247,248		7,991,363	
Unrestricted Fund Balance					435,025	
Operating Contingency					300,000	
Stabilization Reserve					174,500	
Designated for Renewal & Replacement					5,345,000	
New Capital/Business Strategy Reserve					1,736,838	
Ending Fund Balance					7,991,363	

Metropolitan Exposition-Recreation Commission
MERC Statement of Activity with Annual Budget
Convention Center Enhanced Marketing Project
October 2012
2013-04

	Current Month Actual	Current Year to Date Actual	Prior Year to Date Actual	% of Prior Year	Annual Budget	% of Annual Budget
	October-12	October-12	October-11		October-12	33%
Operating						
Revenue	0	-	-	-	-	-
Personal Services	-	-	-	-	-	-
Goods & Services	2,177	44,137	-	-	372,667	12%
<i>Meetings Expense</i>	-	86	-	-	800	11%
<i>Developer Agreement I</i>	-	-	-	-	-	-
<i>Developer Agreement II</i>	-	-	-	-	-	-
<i>Communications Consulting</i>	1,307	3,877	-	-	50,000	8%
<i>Construction Consulting</i>	870	11,650	-	-	25,000	47%
<i>Financial Consulting</i>	-	-	-	-	5,000	0%
<i>Legal Consulting</i>	-	-	-	-	-	-
<i>Management Consulting</i>	-	2,000	-	-	168,967	1%
<i>Market Consulting</i>	-	26,525	-	-	122,900	22%
<i>Project Management</i>	-	-	-	-	-	-
	(2,177)	(44,137)	-	-	(372,667)	12%
Non Operating						
Transient, Lodging Tax	-	-	-	-	-	-
Government Support City of Portland	-	-	-	-	-	-
Non-Operating Revenue	-	-	-	-	-	-
Non-Operating Expense	-	-	-	-	-	-
	-	-	-	-	-	-
Support and Risk Management						
Indirect Cost Metro Support	-	-	-	-	-	-
MERC Administration	-	-	-	-	-	-
Metro Support Services	-	-	-	-	-	-
Metro Risk Management	-	-	-	-	-	-
	-	-	-	-	-	-
Net Increase (Decrease)	(2,177)	(44,137)	-	-	(372,667)	
Transfers						
Intrafund Transfers	-	-	-	-	-	-
Transfers to	12,164	48,656	-	-	145,966	33%
Transfers from	-	-	-	-	518,633	0%
Debt Service	-	-	-	-	-	-
	-	-	-	-	-	-
Net Transfers	(12,164)	(48,656)	-	-	372,667	-13%
Net Operations	(14,341)	(92,793)	-	-	-	-

Metropolitan Exposition-Recreation Commission
MERC Statement of Activity with Annual Budget
MERC Administration
October 2012
2013-04

	Current Month Actual October-12	Current Year to Date Actual October-12	Prior Year to Date Actual October-11	% of Prior Year	Annual Budget October-12	% of Annual Budget 33%
Operating						
Revenue	-	-	3,265	0%	-	-
Personal Services	88,665	369,819	465,082	80%	1,155,255	32%
Goods & Services	(16,700)	69,548	66,767	104%	559,309	12%
Net Operating Results Inc (Dec)	(71,965)	(439,367)	(528,584)	83%	(1,714,564)	26%
Non Operating						
Non-Operating Revenue	(1,060)	1,756	2,483	71%	4,068	43%
Non-Operating Expense	-	-	-	-	-	-
	(1,060)	1,756	2,483	71%	4,068	43%
Support and Risk Management						
MERC Administration	142,541	570,165	693,840	82%	1,710,496	33%
	142,541	570,165	693,840	82%	1,710,496	33%
Net Increase (Decrease)	69,517	132,554	167,739	79%	-	-
Transfers						
Transfers to (Expense)	-	-	25,960	0%	-	-
Transfers from (Revenue)	-	-	-	-	-	-
Net Transfers	-	-	(25,960)	0%	-	-
Net Operations	69,517	132,554	141,779	93%	-	-
Capital						
Capital Outlay Expense	-	-	-	-	47,000	0%
Transient, Lodging Tax	-	-	-	-	-	-
Non-Operating Revenue	-	-	-	-	-	-
Intrafund Transfers (Exp/Rev)	-	-	-	-	(360,000)	0%
Net Capital	-	-	-	-	(407,000)	0%
Fund Balance Inc (Dec)	69,517	132,554	141,779	93%	(407,000)	-33%
Full Time Employees					20.0	
Excise Tax	-	-	240		-	
Fund Balance						
Beginning Fund Balance		2,347,725	1,582,581		2,347,725	
Fund Balance Inc (Dec)		132,554	141,779		(407,000)	
Ending Fund Balance		2,480,279	1,724,360		1,940,725	
Unrestricted Fund Balance					1,041,883	
Operating Contingency					95,335	
Designated for Renewal & Replacement					471,293	
Contingency for Renewal & Replacement					200,000	
Restricted by Agreement - TLT					132,214	
Ending Fund Balance					1,940,725	

MERC Commission Meeting

December 4, 2012
1:45-3:00 pm

6.0 Action Agenda

METROPOLITAN EXPOSITION RECREATION COMMISSION

Resolution No. 12-22

Accepting SBS Construction as the lowest responsive and responsible bidder, authorizing the General Manager of Visitor Venues to execute a contract for the Main Kitchen Original Cooler Remodel Project - General Contractor Services at the Oregon Convention Center (OCC), and requesting the Metro Council amend the FY 2012-2013 through 2016-2017 Capital Improvement Plan.

WHEREAS, OCC requires the replacement of kitchen equipment for its food operation at the OCC; and

WHEREAS, the approved Capital Budget includes provisions for the OCC Main Kitchen Original Cooler Remodel Project - General Contractor Services with use of funds from the Food and Beverage Operations Agreement; and

WHEREAS, staff completed a formal solicitation of bids culminating with a bid opening on October 18, 2012; and

WHEREAS, the Metropolitan Exposition Recreation Commission (MERC) staff have evaluated the bids and the lowest responsive and responsible Bidder was SBS Construction, with a lowest base bid of \$115,000.00; and

WHEREAS, two bid alternates were received for additional work that have been accepted totaling \$30,275.00; and

WHEREAS, a contract was previously awarded for the cooler structure and equipment purchase and installation totaling \$184,298.00, increasing the total project cost from \$250,000.00 to \$329,573.26, and ARAMARK has agreed to fund the additional costs totaling \$79,573.26 with its reserves; and

WHEREAS, Sections 3(B) and 4(D)(1) of MERC's Contracting and Purchasing Rules require that MERC select the lowest responsive and responsible bidder, approve the contract award, and approve the written contract by resolution; and

WHEREAS, adequate appropriation exists to fund this increase to the Main Kitchen Cooler project upon approval by MERC and

WHEREAS, MERC will request that the Metro Council amend the FY 2012-2013 through FY 2016-2017 Capital Improvement Plan to reflect a total budget of \$329,573.26 for this project.

BE IT THEREFORE RESOLVED as follows:

1. MERC selects SBS Construction as the lowest responsive and responsible bidder in response to the Request for Bids for the OCC Main Kitchen Original Cooler Remodel – General Contractor Services in the amount of \$145,275.00.
2. MERC approves the award of a contract, in a form substantially similar to the attached Exhibit "A," to SBS Construction.
3. MERC delegates authority to the General Manager of Visitor Venues to execute the contract.
4. MERC requests that Metro Council modify the FY 2012-13 through FY 2016-17 Capital Improvement Plan to \$329,573.26.

Passed by the Commission on December 4, 2012

Approved as to form:

Alison Kean Campbell, Metro Attorney

Chair

By: _____

Nathan A. Schwartz Sykes, Senior Attorney

Secretary/Treasurer

MERC STAFF REPORT

Agenda Item/Issue: Acceptance of **SBS Construction** bid for the Main Kitchen Original Cooler Remodel – General Contractor Services at the Oregon Convention Center.

Resolution No: 12-22

Date: December 4, 2012

Presented by: Scott Cruickshank

BACKGROUND: The Oregon Convention Center (OCC) has undertaken a variety of facility renovations and equipment upgrades to achieve optimum energy efficiency and maximum service effectiveness as part of the five-year capital improvement program and long-term sustainability goals. Replacement of the main kitchen walk-in coolers and associated renovations is among this effort and was approved in the FY 2012-2013 budget.

Installed in 1989 during original construction, the existing coolers and equipment are well past their useful life, operate inefficiently and considered obsolete in terms of energy and workforce efficiency. In addition to the coolers, new refrigeration equipment, walls, ceilings, storage racking and all associated materials, will be installed in a similar configuration as the existing layout. Anticipated energy efficiency upgrades qualify the project for an Energy Trust of Oregon rebate totaling approximately \$2,000.00. The project also includes a new entrance from the service corridor into the dry storage area adjacent to the coolers and a new chef's office. This project is included in the FY 2012–2013 adopted budget reflected in the Oregon Convention Center Main Kitchen Original Cooler Remodel – Equipment Project.

This contract is for General Contractor Services.

On October 2, 2012, staff issued a Request for Bids (RFB) for the Main Kitchen Original Cooler Remodel – General Contractor Services at the Oregon Convention Center. The Request for Bids was published in the Daily Journal of Commerce and complied with MERC's formal contracting and purchasing policies, Oregon state law and all applicable Bureau of Labor and Industries Prevailing Wage Rate laws and requirements.

On October 9, 2012, a site walk-through was held for all interested bidders; eight (8) general contractors and twenty seven (27) subcontractors attended. Of the sixteen (16) general contractors solicited or attending the walk-through, six (6) were certified by the State of Oregon as minority-owned, women-owned or emerging small businesses (MWESB) and zero (0) were identified as First Opportunity Target Area (FOTA) firms. As a result of staff outreach efforts, two (2) FOTA firms were identified but were found to be ineligible after investigation of license status. Of the twenty seven (27) subcontractors who attended the walk-through, six (6) were certified MWESB's and three (3) were identified as FOTA firms.

Bids were received on October 18, 2012. Four (4) firms submitted base bids ranging from \$115,000.00 to \$135,487.000. Of the four (4) bids received, two (2) of the firms were certified MWESB or FOTA. In accordance with MERC's procurement policy, the lowest responsible and responsive bidder was selected: **SBS Construction**, an emerging small business (ESB), for the amount of **\$115,000.00**. SBS Construction identified two subcontractors to work on the project, one of which is certified minority business enterprise (MBE) and ESB.

In addition to the base bid amounts, two alternates were included in the RFB, totaling **\$30,275.00**. Alternate #1 is to remove and replace t-bar ceiling in the dry storage area. Alternate #2 is to replace 600 linear feet of 2" black supply and return process loop piping located in the mechanical spaces of the OCC. Both alternates have been included in the contract amount. The process loop piping is included in the MERC capital budget as a separately funded capital project, but shall be included in this contract for the purposes of construction.

FISCAL IMPACT: This project is budgeted for \$250,000.00. A contract was previously awarded for the cooler structure/equipment purchase and installation, totaling \$192,115.00 with a deductive change order of \$7,816.74, reflecting a final cost of \$184,298.26. With other anticipated costs and the total of the two (2) contracts, the anticipated project budget is \$329,573.26 or \$79,573.26 over the initial budget. The initial cost estimate was based upon a similar, recent cooler installation and as the project became more clearly defined, the cost increased. The project budget shortfall, totaling \$79,573.26, will be funded from the ARAMARK reserve fund.

RECOMMENDATION: Staff recommends that the Metropolitan Exposition Recreation Commission accept **SBS Construction** as the lowest bidder and authorize the General Manager of Visitor Venues to sign to a contract with **SBS Construction** in the amount of **\$145,275.00** for the main kitchen original cooler remodel – General Contractor Services at the Oregon Convention Center.

Staff also recommends that the Metropolitan Exposition Recreation Commission request that the Metro Council modify the FY 2012-13 through FY 2016-17 Capital Improvement Plan by increasing it from \$250,000.00 to \$329,573.26 to reflect the increased project costs described above.

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MERC CONTRACT NO. 303014

For Public Contracts \$50,000 & Above

THIS Contract is entered into between Metropolitan Exposition Recreation Commission (MERC), an appointed commission of Metro, whose address is 600 NE Grand Avenue, Portland, Oregon 97232-2736, and SBS Construction (CCB #191920) whose address is PO Box 25132 Portland, OR 97298, hereinafter referred to as the "CONTRACTOR."

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I SCOPE OF WORK

CONTRACTOR shall perform the work and/or deliver to MERC the goods described in the Scope of Work attached hereto as Attachment A. All services and goods shall be of good quality and, otherwise, in accordance with the Scope of Work.

ARTICLE II TERM OF CONTRACT

The term of this Contract shall be for the period commencing December 12, 2012, through and including February 28, 2013, with substantial completion by January 13, 2013. This agreement may be renewed or extended at MERC's sole discretion. By executing this Contract, Contractor confirms and accepts that the Contract Time so stated is a reasonable period for performance of all of the Work. The end date of the Contract Term is intended to allow for finalization of all closeout requirements, receipt of warranties, manuals and final payment, but does not alter requirements for substantial completion of the work by the date specified.

ARTICLE III CONTRACT SUM AND TERMS OF PAYMENT

Contractor shall perform the above work for ONE HUNDRED FORTY-FIVE THOUSAND, TWO HUNDRED SEVENTY-FIVE AND NO/100TH DOLLARS (\$145,275.00).

The maximum price includes all fees, costs and expenses of whatever nature. Each of MERC's payments to Contractor shall equal the percentage of the work Contractor accomplished during the billing period. Contractor's billing invoices shall include the MERC contract number, Contractor name, remittance address, invoice date, invoice number, invoice amount, tax amount (if applicable), and an itemized statement of work performed and expenses incurred during the billing period, and will not be submitted more frequently than once a month. Contractor's billing invoices shall be sent to metroaccountspayable@oregonmetro.gov, or Metro Accounts Payable, 600 NE Grand Avenue, Portland, OR 97232-2736 or. The MERC contract number shall be referenced in the email subject line. Contractor's invoice must breakout 5% retainage, and Contractor must submit Certified Payroll with invoices per ARTICLE XII below. Contractor's billing invoices for services through June 30 shall be submitted to MERC by July 15. Payment shall be made by MERC on a Net 30 day basis upon approval of Contractor invoice.

ARTICLE IV LIABILITY AND INDEMNITY

CONTRACTOR is an independent contractor and assumes full responsibility for the content of its work and performance of CONTRACTOR'S labor, and assumes full responsibility for all liability for bodily injury or physical damage to person or property arising out of or related to this Contract, and shall indemnify, defend and hold harmless MERC, its agents and employees, from any and all claims, demands, damages, actions, losses, and expenses arising out of or in any way connected with its performance of 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 MERC.

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ARTICLE V TERMINATION

MERC may terminate this Contract upon giving CONTRACTOR seven (7) days written notice. In the event of termination, CONTRACTOR shall be entitled to payment for work performed to the date of termination. MERC shall not be liable for indirect, consequential damages or any other damages. Termination by MERC will not waive any claim or remedies it may have against CONTRACTOR.

ARTICLE VI INSURANCE & BONDS

CONTRACTOR shall purchase and maintain at the CONTRACTOR'S expense, the following types of insurance, covering the CONTRACTOR, its employees, and agents:

- A. The most recently approved ISO (Insurance Services Office) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The policy will include coverage for bodily injury, property damage, personal injury, contractual liability, premises and products/completed operations. CONTRACTOR'S coverage will be primary as respects METRO;
- B. Automobile insurance with coverage for bodily injury and property damage and with limits not less than minimum of \$1,000,000 per occurrence;
- C. Workers' Compensation insurance meeting Oregon statutory requirements including Employer's Liability with limits not less than \$500,000 per accident or disease.

METRO, MERC, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSURED on Commercial General Liability and Automobile policies.

CONTRACTOR shall provide to MERC 30 days notice of any material change or policy cancellation.

CONTRACTOR shall provide MERC with a Certificate of Insurance complying with this article upon return of the CONTRACTOR signed agreement to MERC. Certificate of Insurance shall identify the MERC contract number.

CONTRACTOR shall not be required to provide the liability insurance described in this Article only if an express exclusion relieving CONTRACTOR of this requirement is contained in the Scope of Work.

In addition, for public works subject to ORS 279C.800 to 279C.870, CONTRACTOR and every subcontractor shall have a public works bond required by 2005 Oregon Laws Chapter 360 filed with the Construction Contractors Board before starting work on the project, unless exempt under Section 2 of 2005 Oregon Laws Chapter 360.

ARTICLE VII PUBLIC CONTRACTS

All applicable provisions of ORS chapters 187 and 279A, 279B, and 279C and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement. Specifically, it is a condition of this contract that CONTRACTOR and all employers working under this Agreement are subject employers that will comply with ORS 656.017 as required by 1989 Oregon Laws, Chapter 684.

For public work subject to ORS 279C.800 to 279C.870, the CONTRACTOR shall pay prevailing wages. If such public work is subject both to ORS 279C.800 to 279C.870 and to 40 U.S.C. 276a, the CONTRACTOR and every subcontractor on such public work shall pay at least the higher prevailing wage. The CONTRACTOR and each subcontractor shall pay workers not less than the specified minimum hourly rate of wage in accordance with Section 7 of 2005 Oregon Laws Chapter 360. MERC shall pay an administrative fee as provided in ORS 279C.825(1) to the Bureau of Labor and Industries pursuant to the administrative rules established by the Commissioner of Labor and Industries. CONTRACTORS must promptly pay, as due, all persons supplying to such contractor labor or material used in this contract. If the CONTRACTOR or first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a contractor, the CONTRACTOR or first-tier subcontractor shall owe the person the amount due plus shall pay interest in accordance with ORS 279C.515. If the CONTRACTOR or first-tier

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subcontractor fails, neglects, or refuses to make payment, to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. CONTRACTOR must pay any and all contributions and amounts due to the Industrial Accident Fund from contractor or subcontractor and incurred in the performance of the contract. No liens or claims are permitted to be filed against MERC on account of any labor or material furnished. CONTRACTORS are required to pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

For public improvement work all CONTRACTORS must demonstrate that an employee drug-testing program is in place.

ARTICLE VIII MODIFICATIONS

MERC may approve changes and modifications to the original contract, including deletions of work, order of additional materials, and additional services reasonably related to the original work scope. Contractor may propose changes in the work that Contractor believes are necessary, will result in higher quality work, improve safety, decrease the amount of the contract, or otherwise result in a better or more efficient work product. If such changes are approved by MERC, they shall be executed by written contract amendment signed by both parties. Such changes shall not relieve Contractor of any obligation or warranty under the contract. No oral statements by either party shall modify or affect the terms of the contract.

ARTICLE IX 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 MERC, 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 MERC.

ARTICLE X OWNERSHIP OF DOCUMENTS

Unless otherwise provided herein, all documents, instruments and media of any nature produced by CONTRACTOR pursuant to this agreement are Work Products and are the property of MERC, including but not limited to: drawings, specifications, reports, scientific or theoretical modeling, electronic media, computer software created or altered specifically for the purpose of completing the Scope of Work, works of art and photographs. Unless otherwise provided herein, upon MERC request, CONTRACTOR shall promptly provide MERC with an electronic version of all Work Products that have been produced or recorded in electronic media. MERC and CONTRACTOR agree that all work Products are works made for hire and Contractor hereby conveys, transfers, and grants to MERC all rights of reproduction and the copyright to all such Work Products.

A. CONTRACTOR and subcontractors shall maintain all fiscal records relating to such contracts in accordance with generally accepted accounting principles. In addition, CONTRACTOR and subcontractors shall maintain any other records necessary to clearly document:

1. The performance of the CONTRACTOR, including but not limited to the contractor's compliance with contract plans and specifications, compliance with fair contracting and employment programs, compliance with Oregon law on the payment of wages and accelerated payment provisions; and compliance with any and all requirements imposed on the CONTRACTOR or subcontractor under the terms of the contract or subcontract;
2. Any claims arising from or relating to the performance of the CONTRACTOR or subcontractor under a public contract;
3. Any cost and pricing data relating to the contract; and
4. Payments made to all suppliers and subcontractors.

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B. CONTRACTOR and subcontractors shall maintain records for the longer period of (a.) six years from the date of final completion of the contract to which the records relate or (b.) until the conclusion of any audit, controversy or litigation arising out of or related to the contract.

C. CONTRACTOR and subcontractors shall make records available to METRO, and its authorized representatives, including but not limited to the staff of any METRO department and the staff of the METRO Auditor, within the boundaries of the METRO region, at reasonable times and places regardless of whether litigation has been filed on any claims. If the records are not made available within the boundaries of METRO, the CONTRACTOR or subcontractor agrees to bear all of the costs for METRO employees, and any necessary consultants hired by METRO, including but not limited to the costs of travel, per diem sums, salary, and any other expenses that Metro incurs, in sending its employees or consultants to examine, audit, inspect, and copy those records. If the CONTRACTOR elects to have such records outside these boundaries, the costs paid by the CONTRACTOR to METRO for inspection, auditing, examining and copying those records shall not be recoverable costs in any legal proceeding.

D. CONTRACTOR and subcontractors authorize and permit METRO and its authorized representatives, including but not limited to the staff of any METRO department and the staff of the METRO Auditor, to inspect, examine, copy and audit the books and records of CONTRACTOR or subcontractor, including tax returns, financial statements, other financial documents and any documents that may be placed in escrow according to any contract requirements. METRO shall keep any such documents confidential to the extent permitted by Oregon law, subject to the provisions of section E.

E. CONTRACTOR and subcontractors agree to disclose the records requested by METRO and agree to the admission of such records as evidence in any proceeding between METRO and the CONTRACTOR or subcontractor, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process.

F. CONTRACTOR and subcontractors agree that in the event such records disclose that METRO is owed any sum of money or establish that any portion of any claim made against Metro is not warranted, the CONTRACTOR or subcontractor shall pay all costs incurred by METRO in conducting the audit and inspection. Such costs may be withheld from any sum that is due or that becomes due from METRO.

G. Failure of the CONTRACTOR or subcontractor to keep or disclose records as required by this document or any solicitation document may result in disqualification as a bidder or proposer for future METRO contracts as provided in ORS 279B.130 and Metro Code Section 2.04.070(c), or may result in a finding that the CONTRACTOR or subcontractor is not a responsible bidder or proposer as provided in ORS 279B.110 and Metro Code Section 2.04.052.

ARTICLE XI SUBCONTRACTORS

CONTRACTOR shall contact MERC prior to negotiating any subcontracts and CONTRACTOR shall obtain approval from MERC 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.

MERC 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.

ARTICLE XII RIGHT TO WITHHOLD PAYMENTS

MERC shall have the right to withhold from payments due CONTRACTOR such sums as necessary, in MERC's sole opinion, to protect MERC 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. In addition for public improvement work, if a CONTRACTOR is required to file certified statements under ORS 279C.845, MERC shall retain 25 percent of any amount earned by the CONTRACTOR on the public works until the contractor has filed all required certified statements with MERC.

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If a liquidated damages provision is contained in the Scope of Work and if CONTRACTOR has, in MERC's opinion, violated that provision, MERC shall have the right to withhold from payments due CONTRACTOR such sums as shall satisfy that provision. All sums withheld by MERC under this Article shall become the property of MERC and CONTRACTOR shall have no right to such sums to the extent that CONTRACTOR has breached this Contract.

ARTICLE XIII 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.

ARTICLE XIV FULL AND INTEGRATED AGREEMENT

This Contract represents the entire and integrated agreement between MERC and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both MERC and CONTRACTOR. The laws of the state of Oregon shall govern the construction and interpretation of this Contract.

ARTICLE XV 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.

ARTICLE XVI INTERGOVERNMENTAL COOPERATIVE AGREEMENT

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 Contractor 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 Contractor specifically declines to participate in the program by marking the box below, the Contractor agrees to participate in the Intergovernmental Cooperative Purchasing program. **Contractor declines to participate in the Intergovernmental Cooperative Purchasing program or is not applicable to this Contract as indicated by the following initials _____.**

ARTICLE XVII 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.

ARTICLE XVIII ASSIGNMENT

CONTRACTOR shall not assign any rights or obligations under or arising from this Contract without prior written consent from MERC.

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ARTICLE XIV SEVERABILITY

The parties agree that any provision of this Contract that is held to be illegal, invalid, or unenforceable under present or future laws shall be fully severable. The parties further agree that this Contract shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never been a part of them and the remaining provisions of the Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Contract. Furthermore, a provision as similar to the illegal, invalid, or unenforceable provision as is possible and legal, valid and enforceable shall be automatically added to this Contract in lieu of the illegal, invalid, or unenforceable provision. Any failure by MERC to enforce a provision of the Contract is not to be construed as a waiver by MERC of this right to do so.

ARTICLE XX COUNTERPARTS

This Contract may be executed in counterparts or multiples, any one of which will have the full force of an original.

ARTICLE XXI GENERAL CONDITIONS

All services and materials provided by Contractor shall be of good quality, and in accordance with the Scope of Work and in compliance with the Owner's schedule. Contractor agrees to provide all labor, tools, equipment, machinery, supervision, transportation and every other item and service necessary to perform the work described in the contract documents. Contractor shall provide all services and materials necessary to complete the work in a professional manner, in compliance with applicable building codes and per industry standards and practices. Contractor agrees to comply with each and every term, condition and provision of the contract documents. Contractor may be subject to liquidated damages if work not in compliance with Contract Agreement and any and all attachments.

All work included in this Contract is subject to Prevailing Wage Laws and Rates

Contractor shall bring the Work to substantial completion by date listed in ARTICLE II - TERM OF CONTRACT, or at such date as may be extended by Change Order approved by Contractor and Owner. By executing this Contract, Contractor confirms and accepts that the Contract Time so stated is a reasonable period for performance of all of the Work. The end date of the Contract Term is intended to allow for finalization of all closeout requirements, receipt of warranties, manuals and final payment, but does not alter requirements for substantial completion of the work by the date specified. Contractor shall be liable to incur liquidated damages if not substantially complete by contract terms as per Attachment A Scope of Work.

The Oregon Convention Center (OCC) is a member of the Facility Permit Program with the City of Portland. OCC will be providing permits as necessary, with coordination from contractor. If any special inspections are required OCC shall provide them.

Contractor is to maintain a worksite free of hazardous work conditions and construction debris and is responsible for cover up and protection of existing equipment/building materials. Contractor is responsible for cleanliness of work areas and should plan to pick up debris created during construction. Dust control is the responsibility of the Contractor. Contractor is to coordinate work with Project Manager and building staff and be prepared to section off and sign work areas as appropriate

A facility events schedule will be provided for the duration of the work. This schedule indicates the dates and approximate shifts that are currently available and unavailable to the Contractor to perform the required work, depending on the location in the building of the scheduled event, the type of event and the work being conducted simultaneously with the event. Contractors work will be scheduled in accordance with the building's events schedule. Due to the likely possibility of additional "bookings" or cancellations of events in the building, this schedule may be modified, which may positively or negatively impact the work schedule. In the event of a schedule change, the Owner will notify the Contractor directly following the implementation of the change so that work plans may be modified accordingly. A formal project schedule is to be provided by the Contractor in accordance with the building event schedule and coordinated with the Project Manager prior to the start of any work.

Standard Public Contract

MERC CONTRACT NO. 303014

Due to the nature of the Public Events Facility Industry, it will be necessary for the contractor to work closely with the Project Manager to coordinate day-to-day logistical requirements for the benefit of the Contractor and to afford Owner staff the necessary time to perform event or non-event related functions. Contractor shall coordinate all work with MERC Project Manager and schedule his work so as to minimize any disruption to the ongoing operations of the Oregon Convention Center. Specific utilization of work areas on a day-to-day basis will be coordinated by the Project Manager or his designee and the Contractor Representative. Contractor shall not interfere with scheduled events or prohibit any tenants or clients from accessing other spaces in the building. Generally, Contractor will be able to conduct work activities at any time as long as those activities do not impact or impede events in progress by noise, dust or construction material blocking access routes to events or facilities. Loud noise can be an issue in the facility; therefore any work that may be louder than a hand drill or similar will need to be coordinated with OCC, so as to not disturb events/clients. This project may require Contractor to work "off hours" in order to complete the project in a timely manner as agreed upon with the OCC. Contractor will be working in an occupied functioning building and could expect to perform work in some areas prior to the building opening at 8:00 AM. It may be possible for the Contractor to work on weekends if the area is available and scheduled with the owner in advance and at no additional cost to the Owner. Safety for Contractor as well as general public and staff is a major concern. .

Owner will provide Contractor access to all areas as necessary to complete the work and access to on-site parking. Contractor shall be responsible for all of Contractor's equipment, tools and materials at all times, Owner shall not be held responsible for any theft

ARTICLE XXII DELIVERY OF NOTICES

Any notice, request, demand, instruction, or any other communications to be given to any party hereunder shall be in writing, sent by registered or certified mail or fax as follows:

To Contractor: Tom Bergin
SBS Construction
PO Box 25132
Portland, OR 97298
503-608-4095 fax

To MERC: Josh Lipscomb
MERC
600 NE Grand Ave
Portland, Oregon 97232
503-797-1795 fax

CONTRACTOR

METROPOLITAN EXPOSITION RECREATION
COMMISSION

By_____

By_____

Print Name_____

Print Name_____

Date_____

Date_____

Scope of Work – Attachment A

MERC Contract No. 303014

1. Purpose and Goal of Work

MERC is contracting for general contractor services for the remodeling of the original cooler/refrigeration space in the Main Kitchen at the Oregon Convention Center (OCC), located at 777 NE MLK Jr Blvd, Portland, OR 97232.

2. Description of the Scope of Work

Contractor shall provide general contracting services including, but not limited to, construction services and work from the following trades: electrical, plumbing, drywall, painting, demolition, carpentry, flooring, and construction clean-up as defined below and per Smith & Greene Company Drawing Set dated September 27, 2012 and hereto attached as *Attachment B*. The area of work is in the main kitchen on the first floor of the facility in the northeast corner.

The Owner will provide items as listed in plan documents. All equipment, materials and labor, for installing cooler walls, pre-fabricated floors, wainscot, cove base, racks and refrigeration equipment will be provided under a separate Kitchen Equipment (KEC) contract.

SCOPE OF WORK

Demolition – Remove and dispose of all existing refrigeration equipment in dry storage area and inside of existing coolers, remove and dispose of all existing cooler walls and ceilings. Removal of existing process loop piping as needed for plumbing of new equipment and demolition of existing mop sink and faucet are included in this scope. Demolition and removal of the floor in the existing freezer and meat cooler areas is included in the scope of work. Cooler floors are expected to be poured over insulation with a rat slab below. The rat slab will remain and the new floor will be installed above. Modifications to the floor will be made to move the floor drains in the dry storage area and also to expand size of the freezer area.

Remove and dispose of existing dropped ceiling in the dry storage area, lighting to be reused (Alternate #1 of RFB #13-2195 - Main Kitchen Original Cooler Remodel – General Contractor Services).

Plumbing – The process loop piping is to be installed to all refrigeration equipment. A city water supply back up is to be installed into the loop system, details are in plans. Evaporator lines and refrigerant lines are to be installed by refrigeration contractor and are not provided by this contract. Three (3) floor drains in the dry storage area are to be relocated per plans. A new mop sink is to be installed in the closet area of the dry storage area.

Provide 600 lineal feet of 2" black supply and return process loop piping. Piping is located in two different mechanical areas and is approximately 10 feet above finished floor. All hangars and Victaulic clamps are reusable. Provide 20 new gaskets. (Alternate #2 of RFB #13-2195 - Main Kitchen Original Cooler Remodel – General Contractor Services).

Electrical – Electrical work is to include the installation of lighting and lighting control inside of the coolers, supply lighting above the cooler ceiling, wiring associated with the refrigeration equipment, details have been provided on page KC-3 of Attachment B. The newly created office is to have three electrical outlets and two data connections supplied. Fluorescent lighting is to be installed in the new office to match existing. Light fixtures for coolers will be provided by KEC, including the occupancy sensors. Lighting fixtures to be installed inside of cooler/freezers will be provided by Owner, all others are to be provided by Contractor. All low voltage wiring for refrigeration equipment is to be provided by the Contractor. Main breaker for compressors is located in Electrical Room 1131A Panel LPJ. Contractor is responsible for all electrical work. The existing compressor racks have a built in panel. Wiring may need to be re-fed from panel to new equipment locations.

Flooring – Finished tile floor is to be installed in all areas of damaged or removed tile. Tile is to match existing.

Scope of Work – Attachment A

MERC Contract No. 303014

Drywall/Painting – Smooth finish drywall is to be installed at the new office and mop sink area. Drywall repair/modifications may be required at mop sink area and door between main kitchen and dry storage area. All affected walls must be primed and painted from corner to corner. Painting is required on affected and new walls only.

Dropped Ceiling – Ceiling is to be reused at the main kitchen area, but will require reattachment after the new box is installed.

Remove and replace existing ceiling of dry storage area. Match existing in the main kitchen area. (Alternate #1 of RFB #13-2195 - Main Kitchen Original Cooler Remodel – General Contractor Services).

Roll up doors – Installed as specified per plans. Removal of existing doors is the responsibility of the Contractor.

Fire Sprinkler – Contractor is to replace existing dry pendant heads in cooler with new, and modify existing locations to meet applicable codes. Dry storage area, if required by code, is to be modified by Contractor.

Clean up and Disposal – Upon completion of the construction, the project must be professionally cleaned and ready for use in a food service environment. Contractor is responsible for removal of all construction debris. To support the OCC's sustainability goals, materials being removed from the worksite shall be recycled and receipts provided to the MERC project manager. If recycling is not possible, then approval must be obtained from the MERC project manager for disposal.

KEC is responsible for the installation of all walls, ceilings, premanufactured floors, cooler doors, installation of refrigeration equipment, and delivery and assembly of items 4, 5, S1, S2, S3, and S4. Evaporator Controls will be provided by KEC. Wainscoting and cove base is to be provided and installed by KEC. KEC will provide and install evaporator coils and compressors, and condensate drains and refrigeration piping between evaporator coils and compressors. All other items noted in the plans and scope of work are to be provided by Contractor.

The Contractor shall comply with all OSHA regulations and guidelines and is responsible for weekly communication with the Owner regarding schedule and trade work.

Plans shall be used as reference. Contractor is responsible for all field verifications regarding measurements.

3. Clarifications

- Owner will provide 480v power to Contractor to run their equipment, if necessary in work area.
- Kitchen will be substantially, but not completely non-functioning during work. Contractor will be responsible to provide a barrier between work area and food preparation area.
- Kitchen Equipment work is anticipated to be approximately 1 week, during which time Contractor will need to work around and/or simultaneously with KEC.
- Owner will not provide any dumpster for this project. The North Loading Dock area will be available to store a drop box. A map is attached showing location and route from kitchen.
- Office 1 door frame is to match the facility standard which is a steel door and frame, 3' x 7' x 1-3/4". Door Hardware set for the office door need to be a Schlage L9050T Series, 629 bright stainless finish, L17 lever, L full face escutcheon.

Scope of Work – Attachment A

MERC Contract No. 303014

4. Deliverables/Outcomes

- Contractor is to bring work to substantial completion by January 13, 2013. Contractor shall be liable to incur liquidated damages if not substantially complete by contract terms, to be assessed at no less than Five Hundred Dollars (\$500.00) per day.
- Contractor is to provide three (3) sets of As-Built drawings upon project completion.

GENERAL NOTES

1. The service requirements shown on these plans are for food service equipment specified by the Oregon Convention Center (referred to as OCC). These plans are prepared and furnish for the purpose of indicating equipment service requirements and rough-in spotting locations only and do not relieve the General Contractor, Sub-Contractors, or other involved trades of the responsibility of the above parties to consult with the Architect, Owner or his Representative concerning all other requirements of the building.
2. All miscellaneous parts and items including but not limited to Fire Protection, Heads, Trim Rings, Faucets, Valves, Traps, Flashing, Wiring, Magnetic Starter, Disconnects, Electric Panels, Thermal Overload Protection, Cords, Plugs, etc. are supplied by the appropriate subcontractor unless otherwise specified on these plans or by separate written contract.
3. Plumbing, Electric, and Refrigeration rough-in and final connections and hook-up shall be provided and performed by the respective subcontractors in compliance with applicable national, state, and local codes. All rough-ins are subject to change and verification pending the final selection and location of all equipment and Designated requirements from City Water Supply & Delivery.
4. The General Contractor shall provide and install the proper backing for wall and ceiling mounted equipment, shelving, brackets, braces, table cantilever bases, stool cantilever brackets, hand railing, etc. As required and indicated on the OCC Plans, Specifications Schedules, Notes and equipment brochures.
5. All items noted "existing, vendor, future, by other, and NIC (not in contract)" shall be verified by the respective subcontractor for size and requirements prior to rough-in and final connection.
6. The General Contractor shall provide non-combustible, one (1) hour-rated (minimum) wall(s) behind and adjacent to cooking equipment as required by national, state, and local codes and ordinances.
7. The General Contractor shall provide floor, wall, ceiling, and roof penetrations, and sleeves for refrigeration, syrup, inert gases, beer line(s) to accommodate the requirements and proper installation of all food service equipment.
8. It shall be the responsibility of the General Contractor to provide weather protection for all roof, floor and wall penetrations prior to and during the installation of the food service dealer's equipment and furnishings.
9. It shall be the responsibility of the General Contractor to properly seal all floor, roof and wall penetrations as required after the installation of the food service dealer's equipment and furnishings.
10. It shall be the responsibility of the General Contractor to notify Owners of any corrections, comments, or revisions on the plan set as approved for building permit, immediately upon receipt of said plans and permit, prior to site Demolition and Construction.
- All dimensions shown on these plans are measured from finished walls, floor, ceiling, and/or centerlines of utility rough-ins. The sub-contractors shall make necessary allowances for finishes during rough-in as required.

HEALTH DEPARTMENT CRITERIA

WATER & SEWER:	City
EMPLOYEES:	N/A
EQUIPMENT:	all equipment is NSF approved
IN & OUT WALK-IN WALL SURFACES:	MFG. SPECIFIED (FRP) with 1/8" DIAMOND PLATE ALUM. WAINSCOTT TO 3' AFF
LIGHTING:	New, F5, 1' x 4', 2 tube with min. of 20 foot candles (215 lux) of light in all food prep areas and 10 foot candles (100 lux) in storage areas. Shatter shields will be provided in food, work and storage areas.
FOOD:	Food Storage facility
HAND WASHING:	N/A
SINKS & LAVS:	N/A
HOOD EXHAUST SYSTEM:	N/A
FAUCETS:	All faucets shall have a combination faucet. Mop sink faucet shall have an anti-siphon device
FLOOR SINKS:	All floor sinks shall be easily accessible and cleanable
WATER HEATER:	N/A
STORE HOURS:	N/A
NOTE:	24 hours notification to the health department is required for all inspections prior to store opening.
Project must meet CITY, COUNTY and STATE health department regulations criteria.	

MULTIUSE WALK-IN BOXES

OREGON CONV. CENTER PORTLAND OR 97232

SERVICES DESCRIPTION

DEMO AND DISPOSE EXISTING WALK-IN AND ASSOCIATED EQUIPMENT. PATCH, REPLACE & INSTALL FLOORING, OFFICES, TRIM, PAINT ETC. INSTALL NEW WALK-IN BOXES, & ASSOCIATED EQUIPMENT. CONNECT AND START UP AS REQUIRED. INCLUDE 2ND FLOOR REFRIGERATION EQUIPMENT FOR WALK-IN COOLEER/FREEZER

GENERAL INFORMATION

STORE LOCATION:
LOCATION REFERENCE: PORTLAND
STREET ADDRESS: 777 N.E. ML. KING BLVD.
SUITE: PORTLAND
CITY: OR
STATE: OR
ZIP: 97232
TENANT INFORMATION:
DBA: PORTLAND METRO
STREET ADDRESS: 777 N.E. MLK BLVD.
SUITE: PORTLAND
CITY: OR
STATE: OR
ZIP: 97232
PHONE: (503) 797-1929
FAX:
CONTACT: JOSH LIPSCOMB (PROJECT MGR.)
EMAIL: JOSH.LIPSCOMB@oregonmetro.gov
LANDLORD INFORMATION: PORTLAND OREGON
COMPANY NAME: METRO REGIONAL GOVERNMENT
CONTACT:
STREET ADDRESS:
SUITE:
CITY:
STATE:
ZIP:
PHONE:
FAX:
EMAIL:
TEAM CONTRACTOR:
COMPANY:
CONTRACTOR #:
NAME:
ADDRESS:

CODE REQUIREMENTS

CODE ANALYSIS (PER 2006 I.B.C.)	
FLOOR AREA CALCULATIONS:	
DAIRY COOLER #1:	356 square feet
PRODUCE COOLER #2:	428 square feet
MEAT COOLER / BLAST CHILLER:	102 square feet
FREEZER:	221 square feet
STORAGE:	1001 square feet
OFFICES (COPY, OFFICE):	120 square feet
CORRIDOR:	633 square feet
RECIEVING:	174 square feet
TOTAL FLOOR SPACE:	3035 square feet

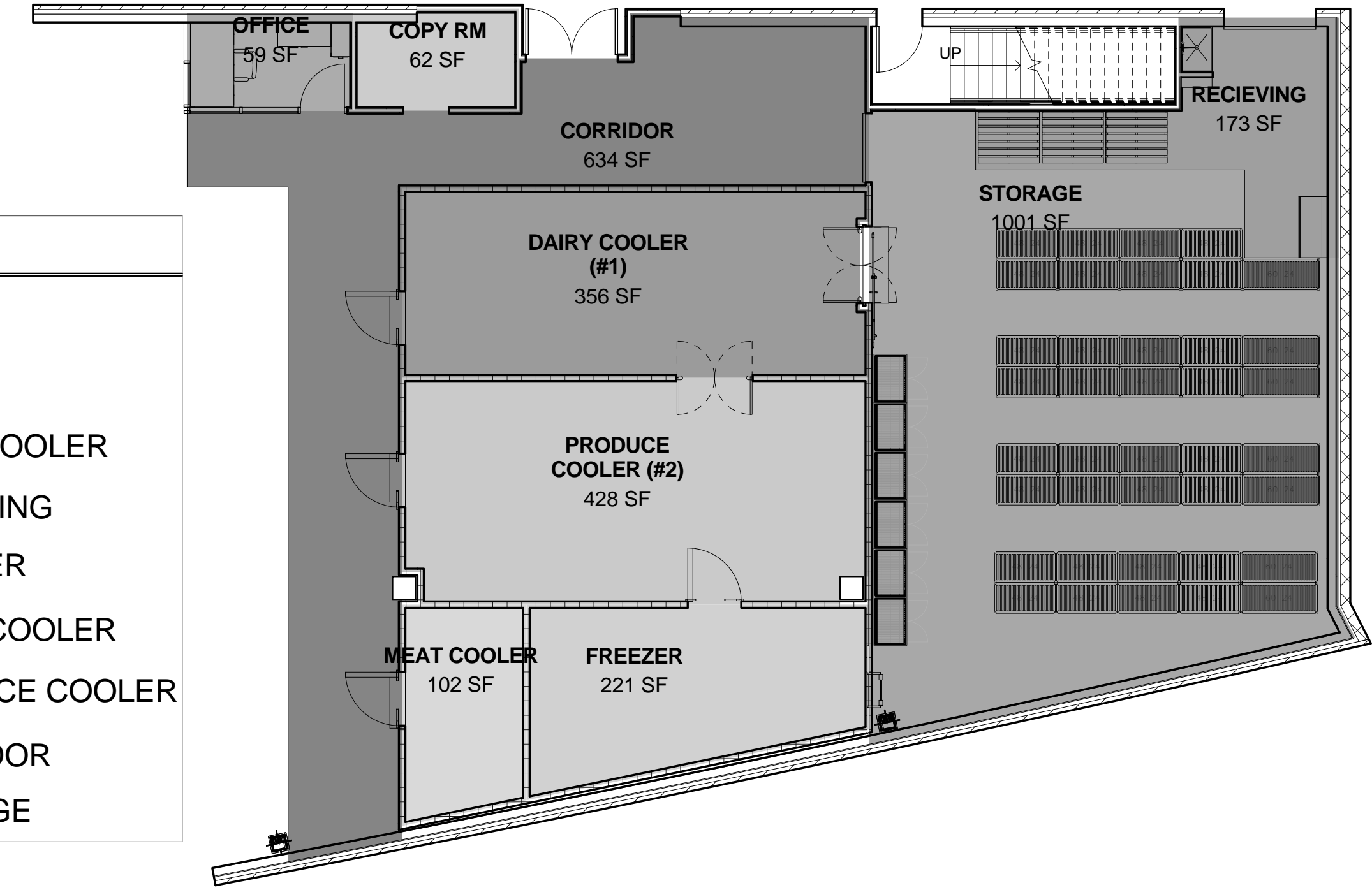
SITE



APPROX LOCATION

Room Legend

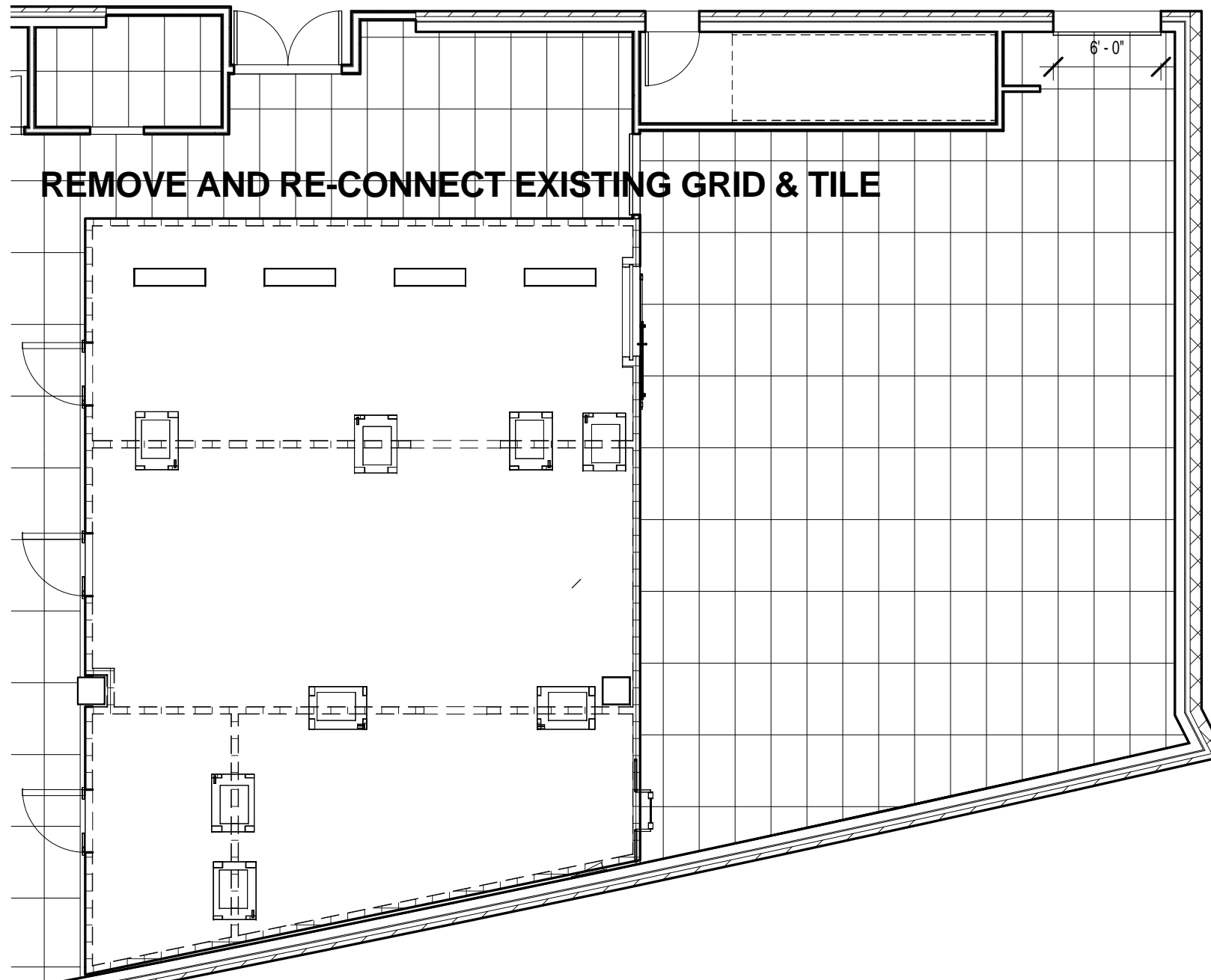
59 SF	OFFICE
62 SF	COPY
102 SF	MEAT COOLER
173 SF	RECIEVING
221 SF	FREEZER
356 SF	DAIRY COOLER
428 SF	PRODUCE COOLER
634 SF	CORRIDOR
1001 SF	STORAGE



1 AREA PLAN
1/8" = 1'-0"

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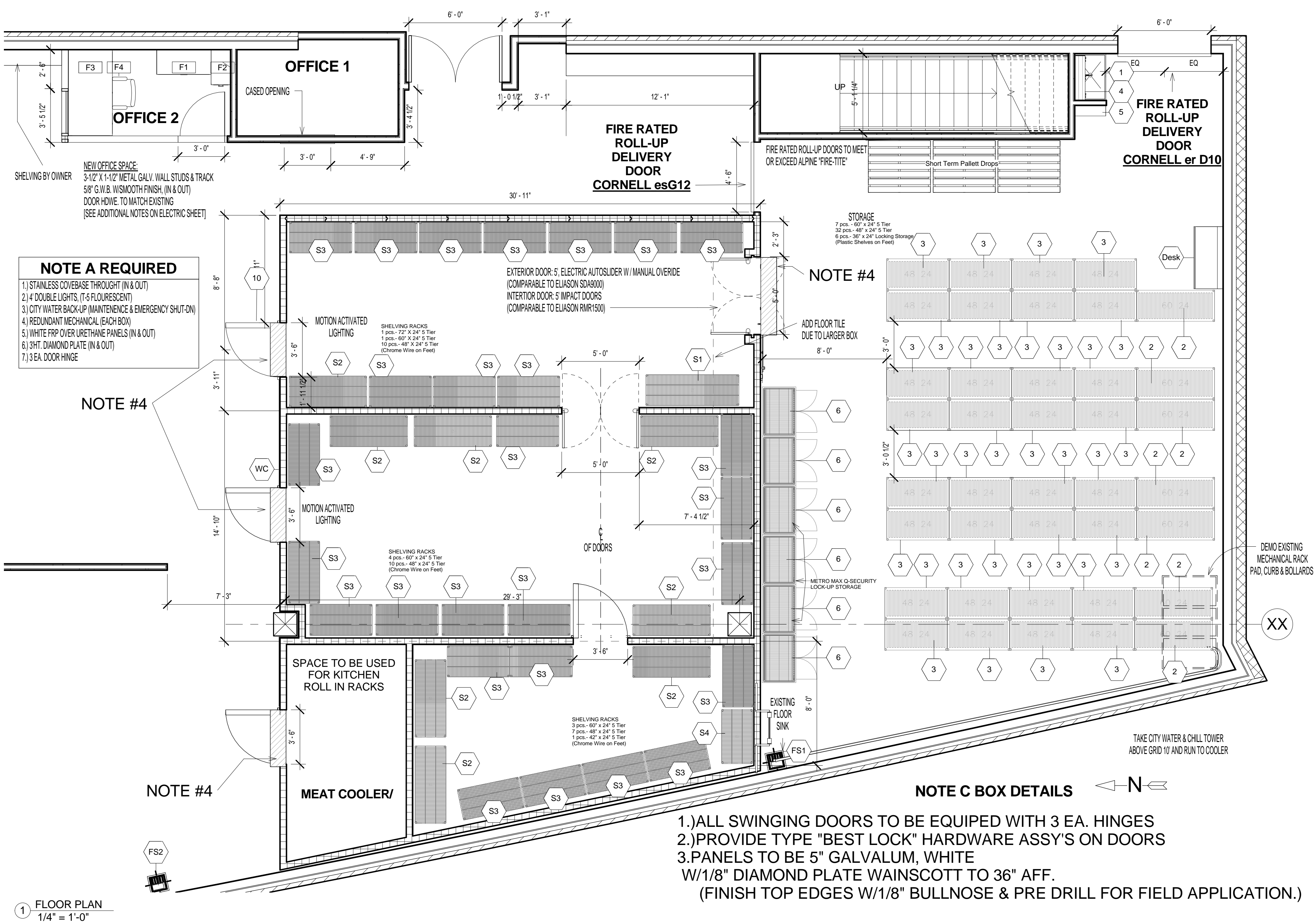
REMOVE AND RE-CONNECT EXISTING GRID & TILE



NEW TILE TO MATCH EXISTING KITCHEN TILE (NOTE)

ALL GRID, CEILING TILE & FIRE SUPPRESSION WILL MEET CURRENT SEISMIC REQUIREMENTS

Equipment Schedule				
ITEM	QTY.	Description	MFG.	Model
1	2			
1	7	MOP SINK & UTILITY FAUCET	BY GC	CUSTOM
2	1	SHELVING RACKS PLASTIC	AMCO	SHELVING PLASTIC 60"
3	32	SHELVING RACKS PLASTIC	AMCO	SHELVING PLASTIC 48"
4	1	UTILITY SHELF	ADVANCE TABCO	K-245
5	1	UTILITY SHELF	ADVANCE TABCO	K-245
6	6	SECURITY LOCKER-EXISTING	AMCO	SECURITY Q
10	1	IMPERIAL WALK-IN COOLER/FREEZER/BLAST CHILLER	IMPERIAL	11-BX46329
CC1	1	WALK-IN DAIRY COOLER COND UNIT 1	LARKIN	HWN025X6C
CC2	1	WALK-IN DAIRY COOLER COND UNIT 2	LARKIN	HWN025X6C
CC3	1	WALK-IN PRODUCE COOLER COND UNIT 1	LARKIN	HWN025X6C
CC4	1	WALK-IN PRODUCE COOLER COND UNIT 2	LARKIN	HWN025X6C
CC5	1	WALK-IN FREEZER COND UNIT 1	LARKIN	ZWN030L6C
CC6	1	WALK-IN FREEZER COND UNIT 2	LARKIN	ZWN030L6C
CC7	1	WALK-IN BLAST CHILLER COND UNIT 1	LARKIN	ZWN035X6C
CN2	1	CONV. OUTLET 2	BY E.C.	DCO
Desk	1	DELIVERY DESK	MILLWORK	BY OWNER
EV1	1	EVAPORATOR COILS	LARKIN BY KEC	LCA6185AB EC
EV2	1	EVAPORATOR COILS	LARKIN BY KEC	LCA6185AB EC
EV3	1	EVAPORATOR COILS	LARKIN BY KEC	LCA6185 EC
EV4	1	EVAPORATOR COILS	LARKIN BY KEC	LCA6185 EC
EV5	1	EVAPORATOR COILS	LARKIN BY KEC	LCE694BB EC
EV6	1	EVAPORATOR COILS	LARKIN BY KEC	LCE694BB EC
EV7	1	EVAPORATOR COILS	LARKIN BY KEC	LCE4235BB EC
FS1	1	FLOOR SINK 1/2 GRATE	BY P.C.	12" SQ
FS2	1	FLOOR SINK 1/2 GRATE	BY P.C.	12" SQ
LDR	1	ROOFTOP LADDER	OKEEFFE	501 HD
MSL	12	MOTION SENSOR SWITCH-LIGHTING	EC	BY KEC / IMPERIAL
P1	3	PALLET	BULK	3X4
S1	1	SHELVING RACKS 72" X 24"	AMCO	LOT
S2	8	SHELVING RACKS 60" X 24"	AMCO	LOT
S3	27	SHELVING RACKS-48" X 24"	AMCO	LOT
S4	1	SHELVING RACKS-42" X 24"	AMCO	LOT
WC	1	DIAMOND PLATE, ALUM	BULK	1/8" ALUM WAINSCOTT



NOTE B DETAILS

- 1.) DEMO EXISTING WALK-IN COOLER BOXES
- 2.) REPAIR AS NEEDED PIT FOR FREEZER FLOOR
- 3.) ASSEMBLE NEW WALK-IN BOXES (BY K.E.C.) & ASSOCIATED EQUIPMENT
- 4.) RELOCATE AND RECOVER ACCESS RAMPS FOR COOLERS (MATCH TO EXISTING [NEW] CONDITIONS)
- 5.) EXPAND OFFICE SPACE TO ADDITIONAL OFFICE INCLUDING PAINT, ELECTRIC, DOOR & HARDWARE, FLOOR COVERING CEILING, ETC.
- 6.) CONDENSATE & REFRIGERATION RUNS BY K.E.C.
- 7.) MECHANICAL CONNECTIONS BY G.C.
(ADD COOLING TOWER CONNECTIONS & CITY WATER REDUNDANCY) VERIFY SPECS WITH K.E.C./G.C.
- 8.) CEILING-MATCH EXISTING KITCHEN GRID & TILES
- 9.) RE-USE EXISTING LIGHT FIXTURES WHEN POSSIBLE
- 10.) TRIM ALL HORIZONTAL & VERTICAL OPENINGS WITH SS CLOSURE PANELS.

FIRE PROTECTION

- 1.) MODIFY & REPLACE SPRINKLER SYSTEM HEADS & TRIM RINGS TO CURRENT FIRE CODES
- 2.) ALL IMPROVEMENTS TO BE RATED TO PORTLAND AREA EARTHQUAKE SUBDUCTION ZONE STANDARD

INDEX	
KC-0.1	COVER SHEET
KC-1	EQUIPMENT PLAN
KC-1.1	DEMO PLAN
KC-2	PLUMBING PLAN
KC-3	ELECTRIC PLAN
KC-4	ELEVATIONS & PERSPECTIVE
KC-5	IMPERIAL DETAILS
KC-5.1	IMPERIAL DETAILS 2
DEMO PLAN	

Revision/Scale	Date
ROUGH DRAFT	06/18/12
SUBMITTAL	07/17/12
REV. P&E SHEET SET	08/06/12
2-REV. P&E SET	08/10/12
3-REV. ADD 2nd FLOOR	08/16/12
FINAL REV.	09/27/12

date: 9/27/2012 9:58:43 AM

DEMO NOTES

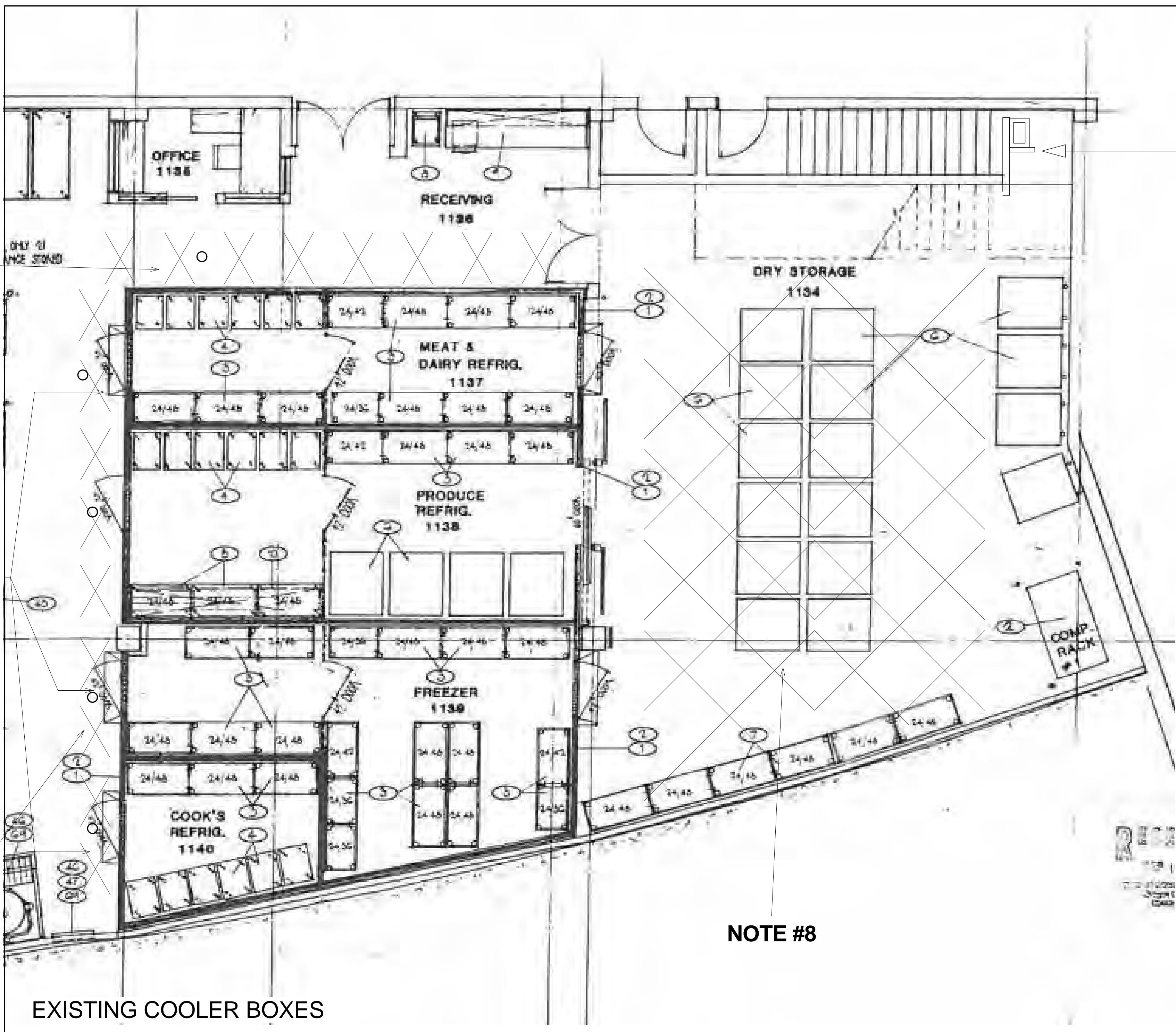
- 1.) REMOVE EXISTING JANITOR CLOSET & RELOCATE PLUMBING & HDWE. TO NEW LOCATION. (NEW WALLS TO MATCH EXISTING)SEE KC-1 FOR LOCATION
- 2.) DEMO & DISPOSE EXISTING WALK-IN COOLER BOXES
- 3.) REPAIR AS NEEDED PIT FOR FREEZER FLOOR (EXISTING FLOOR TO FIT NEW FREEZER)
- 4.) DEMO & REMOVE EXISTING COMPRESSOR RACK, PIPING & DISCONNECT CITY WATER SUPPLY (WATER COOLING WILL BE REQUIRED FOR NEW SYSTEM)
- 5.) RELOCATE AND RECOVER ACCESS RAMPS FOR COOLERS (MATCH TO EXISTING [NEW] CONDITIONS)
- 6.) RELOCATE FLOOR DRAINS TO CENTER DOOR OPENING, 3' OFF WALL (PER CODE REQUIREMENTS) [SHEET KC-2 PLUMBING PLAN]
- 7.) REMOVE EXISTING DOUBLE & SINGLE DOOR. FURR OUT OPENINGS TO ACCEPT & SUPPORT ROLL-UP DOORS
- 8.) DEMO EXISTING GRID & CEILING TILES TO MATCH EXISTING IN MAIN KITCHEN. (MAINTAIN SEISMIC CODE REQUIREMENTS)
- 9.) REMOVE AND RE-CONNECT EXISTING GRID & TILE IN MAIN KITCHEN.
- 10.) REPAIR FLOOR TILES RESULTING FROM ALTERED FOOTPRINT.

NOTE #9

ENTRY RAMPS MAY SALVAGE & RELOCATE TO MATCH NEW CONDITIONS

RE-LOCATE FLOOR DRAINS AS NOTED ON KC-2

NOTE #9

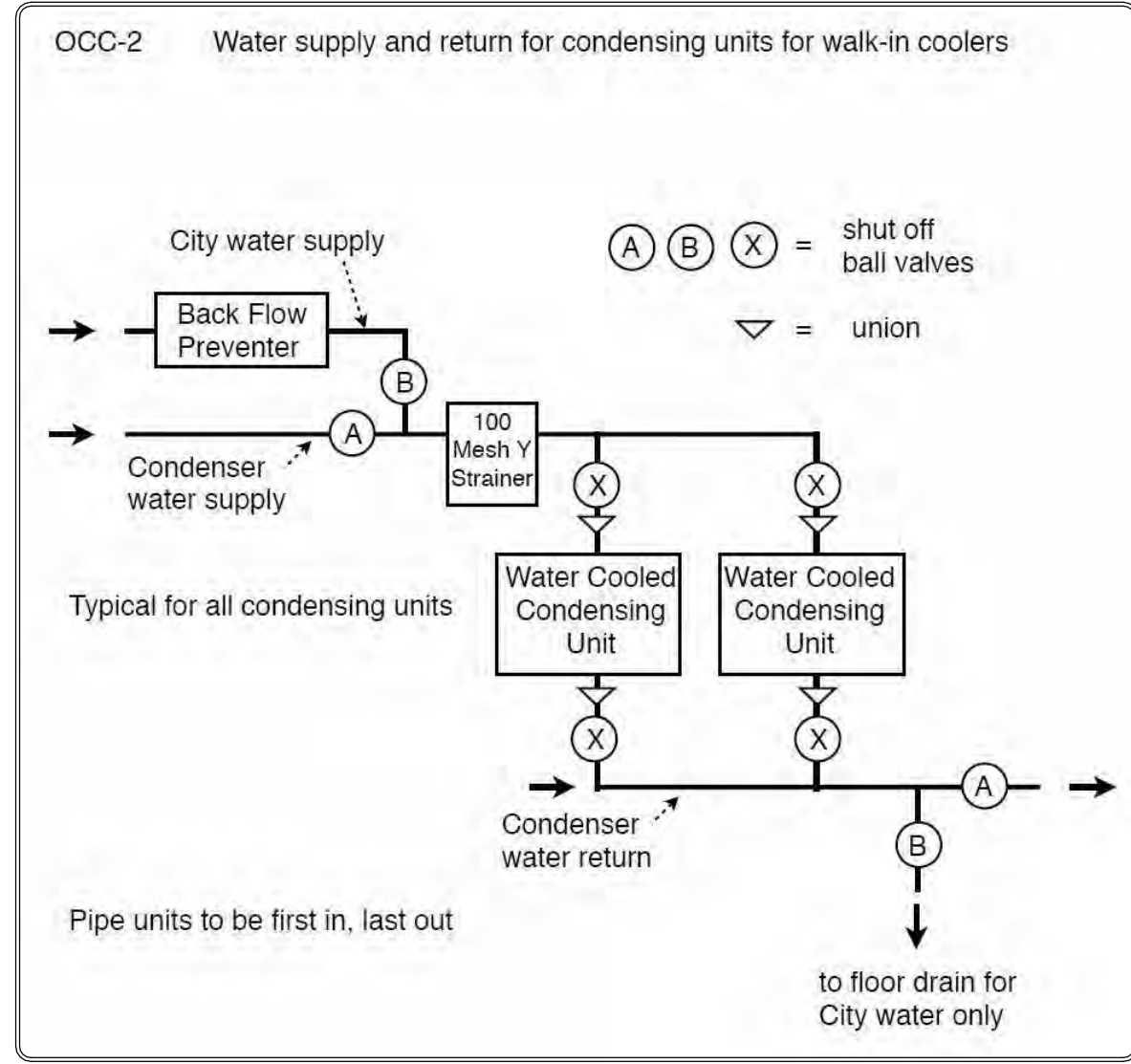


EXISTING COOLER BOXES

NOTE #8

EXISTING REFR. LINE RUNS & RACK LOCATION

NOTE:
COMPRESSOR RACK DATA
COMPRESSOR RACK 72" L X 40" W X 72" HT.
WEIGHT: 2,400 LBS.
ELECT. 208V 72.6A 3PH
PLUMB. 29 GPM AT WATER TOWER
19 PSIG - DROP THRU RACK

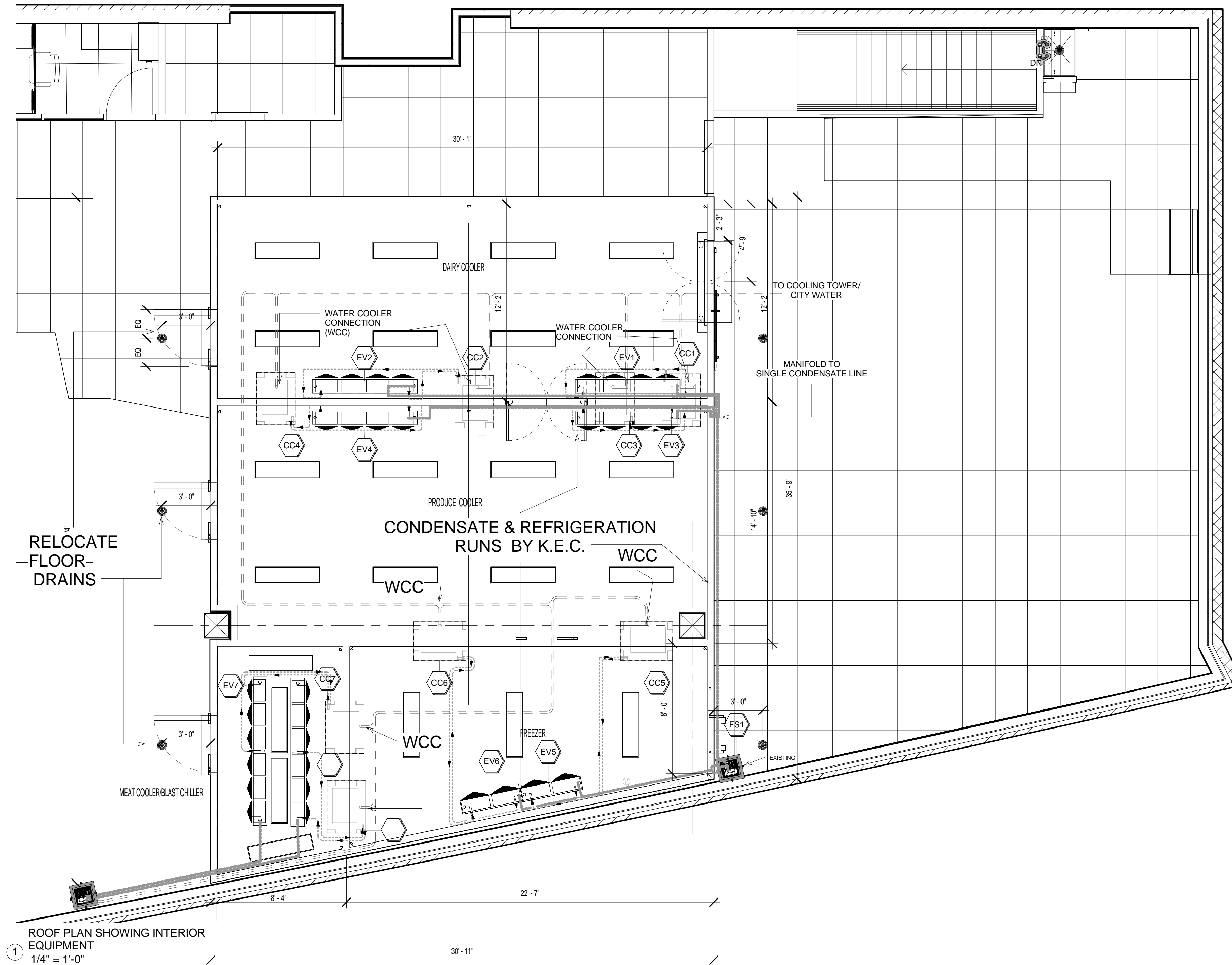
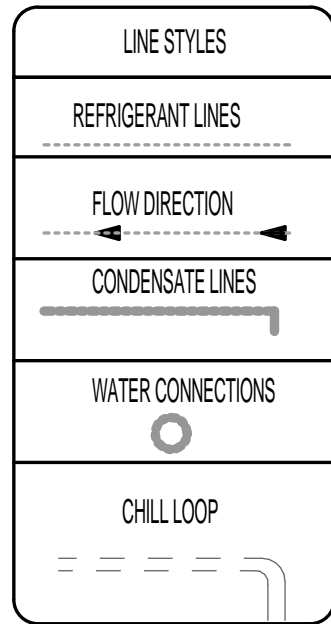


CONDENSING UNIT WATER SUPPLY
1/4" = 1'-0"

PLUMBING NOTES

1. PLUMBING PLAN SHOWS ROUGH-IN AND CONNECTION LOCATIONS WITH DIMENSIONS AND CAPACITIES. PLUMBING CONTRACTOR RESPONSIBLE FOR CODE REQUIREMENT MODIFICATIONS
2. PLUMBING CONTRACTOR SHALL FURNISH AND INSTALL ALL NECESSARY VALVES, TRAPS, TAIL PIECES, LINE STRAINERS, PRESSURE REDUCING VALVES AND VACUUM BREAKERS TRAP PRIMING DEVICES AND CONNECT ALL WATER, AND WASTE LINES TO FOOD SERVICE AND BEVERAGE EQUIPMENT.
3. PLUMBING CONTRACTOR SHALL INSTALL AND CONNECT ALL FINAL CONNECTIONS.
4. PLUMBING CONTRACTOR SHALL FURNISH AND INSTALL ALL INDIRECT WASTE LINES FROM FOOD SERVICE AND BEVERAGE EQUIPMENT TO FLOOR DRAINS AND SINKS AND INSULATE WASTE LINES FROM ICE BINS, EVAPORATORS AND BAIN MARIES.
5. PLUMBING CONTRACTOR SHALL BE RESPONSIBLE FOR ADA BATHROOM COMPLIANCE AND WITH LOCAL CODE REQUIREMENTS, IF NEEDED
6. REFRIGERATION LOOPS & REFRIGERATION CONDENSATE BY K.E.C.

Plumbing Notes
1/4" = 1'-0"



PLUMBING SCHEDULE						
Mark	Count	Description	Model	Manufacturer	Cold Water Flow	Plumbing Remarks
	1	EVAPORATOR COILS	LCE4235BB EC	LARKIN BY KEC		VERIFY DATA SHEETS
	1	WALK-IN BLAST CHILLER COND UNIT 2	ZWN035X6C	LARKIN	6 GPM	VERIFY DATA SHEETS
1	1	MOP SINK & UTILITY FAUCET	CUSTOM	BY GC		CONNECT H&C @ 36" AFF STUB OUT
CC1	1	WALK-IN DAIRY COOLER COND UNIT 1	HWN025X6C	LARKIN	5 GPM	VERIFY DATA SHEETS
CC2	1	WALK-IN DAIRY COOLER COND UNIT 2	HWN025X6C	LARKIN	5 GPM	VERIFY DATA SHEETS
CC3	1	WALK-IN PRODUCE COOLER COND UNIT 1	HWN025X6C	LARKIN	5 GPM	VERIFY DATA SHEETS
CC4	1	WALK-IN PRODUCE COOLER COND UNIT 2	HWN025X6C	LARKIN	5 GPM	VERIFY DATA SHEETS
CC5	1	WALK-IN FREEZER COND UNIT 1	ZWN030L6C	LARKIN	3 GPM	VERIFY DATA SHEETS
CC6	1	WALK-IN FREEZER COND UNIT 2	ZWN030L6C	LARKIN	3 GPM	VERIFY DATA SHEETS
CC7	1	WALK-IN BLAST CHILLER COND UNIT 1	ZWN035X6C	LARKIN	6 GPM	VERIFY DATA SHEETS
EV1	1	EVAPORATOR COILS	LCA6185AB EC	LARKIN BY KEC		VERIFY DATA SHEETS
EV2	1	EVAPORATOR COILS	LCA6185AB EC	LARKIN BY KEC		VERIFY DATA SHEETS
EV3	1	EVAPORATOR COILS	LCA6185 EC	LARKIN BY KEC		VERIFY DATA SHEETS
EV4	1	EVAPORATOR COILS	LCA6185 EC	LARKIN BY KEC		VERIFY DATA SHEETS
EV5	1	EVAPORATOR COILS	LCE694BB EC	LARKIN BY KEC		VERIFY DATA SHEETS
EV6	1	EVAPORATOR COILS	LCE694BB EC	LARKIN BY KEC		VERIFY DATA SHEETS
EV7	1	EVAPORATOR COILS	LCE4235BB EC	LARKIN BY KEC		VERIFY DATA SHEETS
FS1	1	FLOOR SINK 1/2 GRATE	12" SQ	BY P.C.		EXISTING
FS2	1	FLOOR SINK 1/2 GRATE	12" SQ	BY P.C.		EXISTING

PLUMBING SYMBOLS

symbol	description
	GAS LINE FLEX CONNECTOR
	GAS REGULATOR TO MAIN
	HOT & COLD WATER (8" SPREAD)
	HOT & COLD WATER (4" SPREAD)
	HW-HOT WTR or CW-COLD WTR
	HW & CW - WITH DIRECT DRAIN
	WASTE, DIRECT-CONNECTED, UNLESS NOTED "OPEN HUB"
	FLOOR DRAIN, TRAP PRIMER
	INDIRECT WASTE CONNECTION
	FLOOR SINK, W/ 1/2 GRATE (12" SQ)
	FLOOR SINK, W/ 3/4 GRATE (8" RND.)

Plumbing Symbols
1/4" = 1'-0"

Smith
&
Greene
COMPANY

Smith & Greene Company
FOOD SERVICE
EQUIPMENT & DESIGN
1901.5 - 66TH AVE SOUTH
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Oregon Convention Center
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SALES PERSON
Kelman Acres
(503) 656-0879 (905) 1-3-7515
kelman@smithandgreene.com
SHEET SIZE
D size (36"x24")
SCALE: 1/4"=1' 0" (UON)
BACKGROUND BY:
OCC
DESIGN BY:
KELMAN ACRES
Smith and Greene Co.
DRAWN BY:
3-D Design Services
(360) 768-3870
cycletang@gmail.com

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PLUMBING PLAN

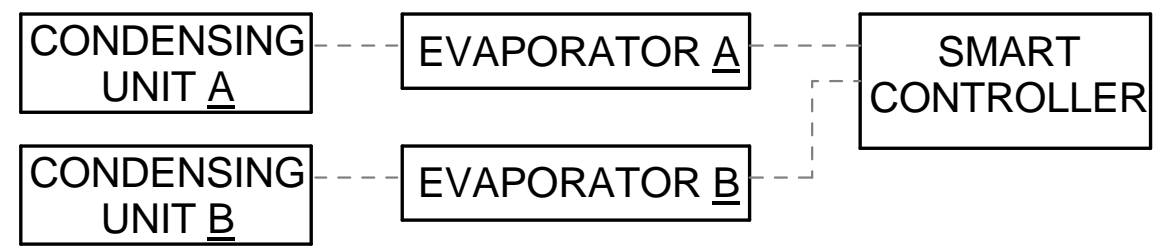
Revision/Description	Date
ROUGH DRAFT	06/18/12
SUBMITTAL	07/17/12
REV. P&E SHEET SET	08/06/12
2-REV. P&E SET	08/10/12
3-REV. ADD 2nd FLOOR	08/16/12
FINAL REV.	09/27/12

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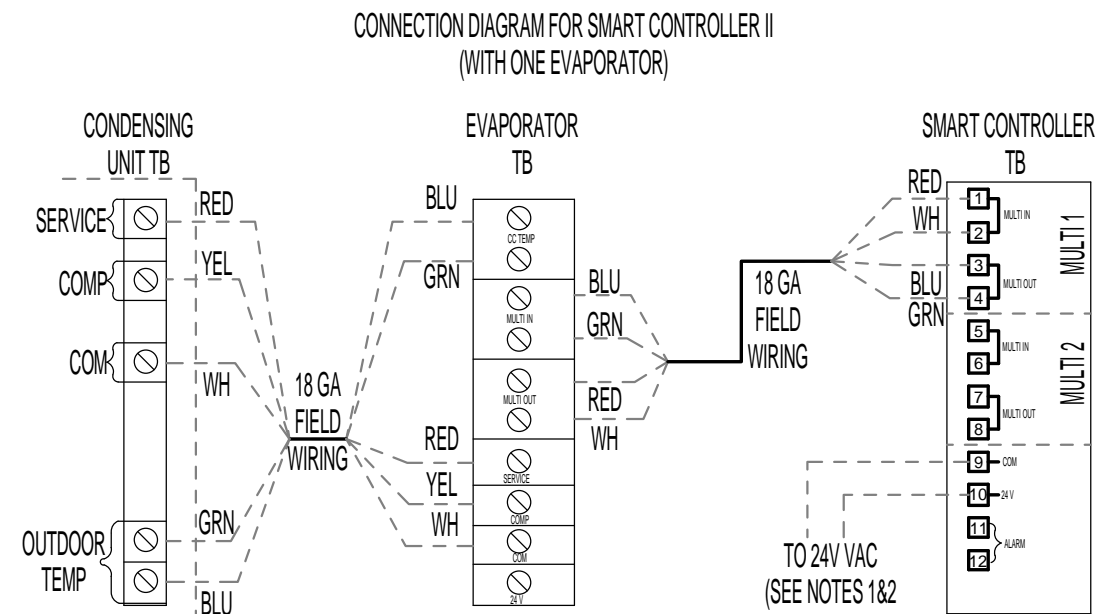
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KC-2

ELECTRIC NOTE:
6 EA, 18 GAUGE COLOR CODED WIRES
[18/6 THERMOSTAT WIRE]
FROM EACH CONDENSING UNIT TO ASSOC. EVAP COIL
AT RELATED WALK-IN BOX.



24 VOLT CONNECTION WIRING W/SINGLE SYSTEM.



- 1) CAN BE SUPPLIED INDEPENDENTLY BY USING A 120/24 VAC POWER SUPPLY (300mA).
- 2) CAN BE CONNECTED TO (1) BEACON BOARD AT THE EVAPORATOR (TERMINALS 24V & C).
- 3) ALARM CONNECTION GOES TO A DRY CONTACT THAT CLOSSES UPON LOSS OF POWER OR WHEN ALARM IS ACTIVATED (120VAC, 1AMP CONTACT)

ELECTRICAL SYMBOLS

symbol	description
	FIXTURE MTD J-BOX
	FIXTURE MTD RECEPTACLE
	DUPLEX RECEPT., 20-AMP, 120V, GRD TYPE, VERTICALLY MTD (UON)
	SIMPLEX RECEPT., 20-AMP, 120V, GRD TYPE, VERTICALLY MTD (UON)
	JUNCTION BOX, VERT MT
	SINGLE POLE SWITCH
	MOISTURE-PROOF LIGHT FIXTURE
	WATERPROOF THERMOSTAT
	SINGLE RECEPT., 208V, GRD TYPE, VERTICALLY MTD (UON)
	DATA POINT (POS/CREDIT TERMINAL)
	HARD WIRE CONNECTION POINT

Electrical Symbols
1/4" = 1'-0"

SIGNAGE CONTROLS

1. ALL EXTERIOR SIGNS SHALL BE CAPABLE OF BEING AUTOMATICALLY SWITCHED OFF DURING THE DAYLIGHT HOURS AND ON-LINE NIGHTTIME HOURS BY EITHER A COMBINATION OF TIMER AND PHOTOCELL, OR A TIMER WITH ASTRONOMIC CONTROL.
2. AUTOMATIC TIME SWITCHES SHALL HAVE PROGRAM BACK-UP CAPABILITIES, WHICH PREVENT THE LOST OF PROGRAM AND TIME SETTINGS FOR AT LEAST 10 HOURS, IF POWER IS INTERRUPTED.
3. SUGGESTED MODEL:
"Z" SERIES ASTRONOMIC TIMER BY TORK (OR EQUAL) WWW.TORK.COM

NOTE "A"

120V, 1 PHASE, SERVICE 10.0 AMPS. STUB AS NOTED. CONNECT AT POS STATIONS. (DEDICATED CIRCUIT, ISOLATED GROUND, ADD PHONE LINE. PROVIDE EMPTY J-BOX WITH CONDUIT FOR INTERCONNECTING POS SYSTEM, CREDIT CARD, DSL, PHONE AND FAX LINE) (VERIFY ALL REQUIREMENTS WITH POS SYSTEM SUPPLIER.)

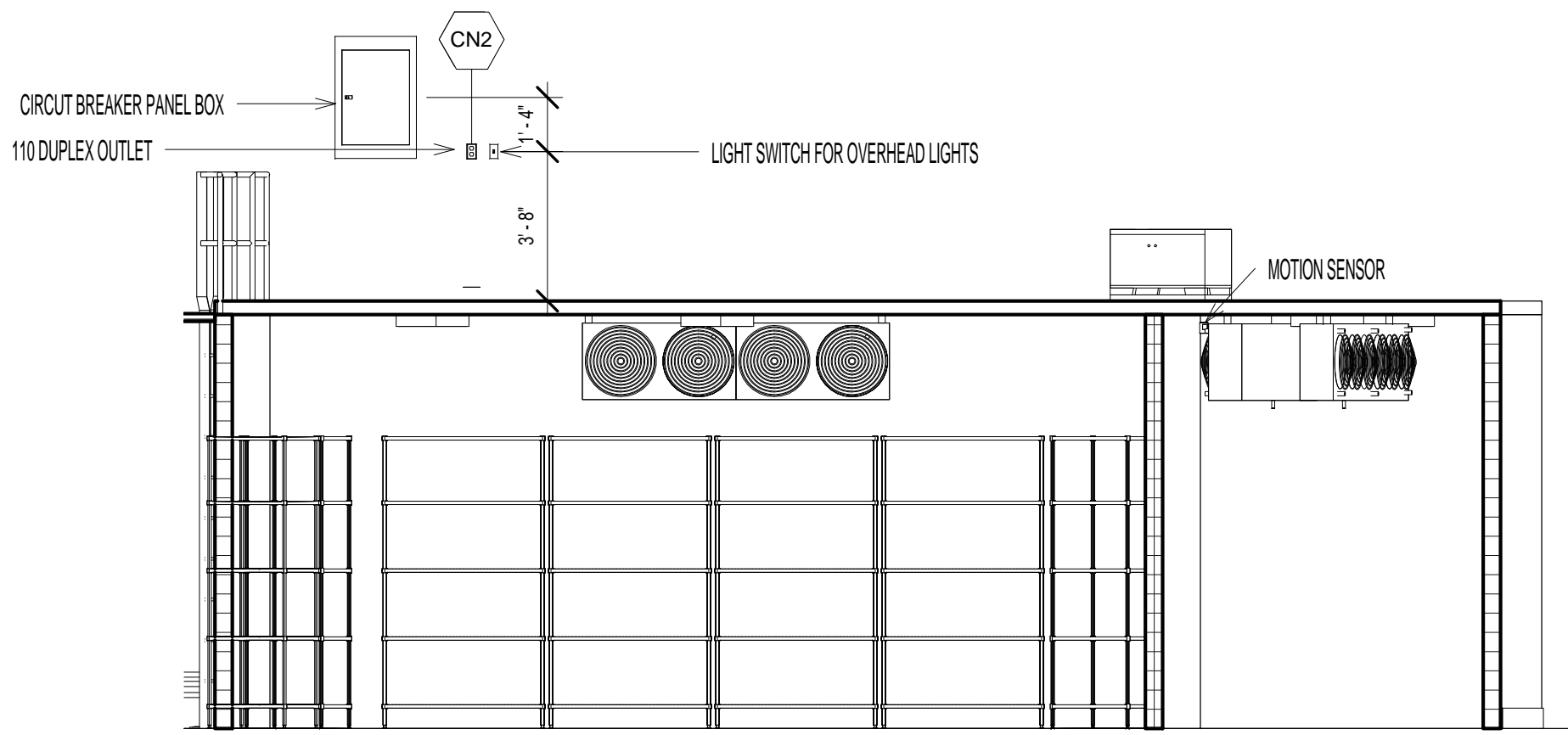
NOTE

ALL WALL MOUNT ELECTRICAL RECEPTILES AND J-BOXES ARE TO BE FLUSH MOUNTED IN WALLS WITH NO EXPOSED CONDUIT SHOWING ON SURFACE OF WALLS. CONTRACTOR TO PROVIDE MINIMUM WALL FURRING IF REQUIRED.
OUTLETS ARE DIMENSIONED 'ON-CENTER'

Electrical Notes, Symbols & Details
1/4" = 1'-0"

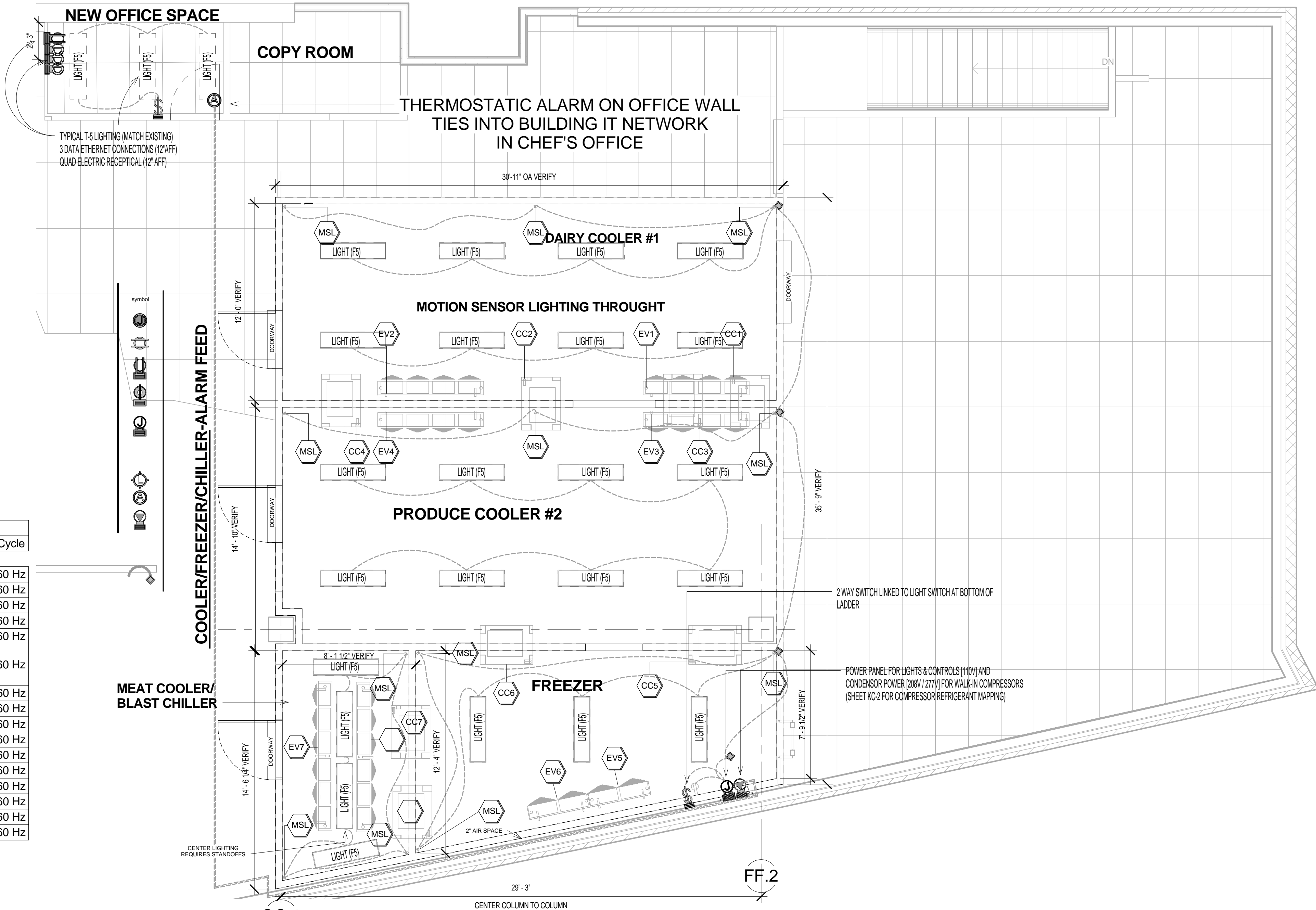
ELECTRICAL NOTES

1. ELECTRICAL PLAN SHOWS ROUGH-IN AND CONNECTION LOCATIONS AND DIMENSIONS WITH CAPACITIES. ELECTRICIAN IS RESPONSIBLE FOR VARIATIONS TO MEET CODE REQUIREMENTS.
2. ELECTRICAL SYSTEM IS DESIGNED FOR 120/208 VOLTS, 1 & 3 PHASE, 60 HERTZ, 4 WIRE SYSTEM.
3. ELECTRICAL CONTRACTOR SHALL FURNISH AND INSTALL ALL JUNCTION BOXES, RECEPTACLES, COVER PLATES, PULL BOXES, CONDUIT AND WIRING EXCEPT WHERE NOTED.
4. ALL CONDUIT RUNS INDICATED FOR REFRIGERATION, DRINK AND LIQUOR SYSTEM LINES SHALL BE FURNISHED AND INSTALLED BY ELECTRICAL CONTRACTOR. CONDUIT SHALL HAVE 24" (600 MM) MINIMUM RADIUS BENDS.
5. ELECTRICAL DIVISION SHALL FURNISH AND INSTALL EMPTY CONDUIT WITH JUNCTION BOXES FOR INSTALLATION OF OWNER SUPPLIED ELECTRONIC CASH CONTROL SYSTEMS. ELECTRICAL IN ACCORDANCE WITH OWNER AND MANUFACTURER'S REQUIREMENTS.
6. ELECTRICAL CONTRACTOR TO VERIFY INSTALLATION INSTRUCTIONS OF EQUIPMENT.



SECTION SHOWING BACK WALL
1/4" = 1'-0"

ELECTRICAL SCHEDULE									
Mark	Count	Description	Manufacturer	Model	FL Amps	HP	Volts	Phase	Cycle
	1	EVAPORATOR COILS	LARKIN BY KEC	LCE4235BB EC	24 A	1/15	208 V	1	60 Hz
	1	WALK-IN BLAST CHILLER COND UNIT 2	LARKIN	ZWN035X6C	12 A	1/15	208 V	3	60 Hz
CC1	1	WALK-IN DAIRY COOLER COND UNIT 1	LARKIN	HWN025X6C	8 A	1/15	208 V	3	60 Hz
CC2	1	WALK-IN DAIRY COOLER COND UNIT 2	LARKIN	HWN025X6C	8 A	1/15	208 V	3	60 Hz
CC3	1	WALK-IN PRODUCE COOLER COND UNIT 1	LARKIN	HWN025X6C	8 A	1/15	208 V	3	60 Hz
CC4	1	WALK-IN PRODUCE COOLER COND UNIT 2	LARKIN	HWN025X6C	8 A	1/15	208 V	3	60 Hz
CC5	1	WALK-IN FREEZER COND UNIT 1	LARKIN	ZWN030L6C	10 A	1/15	208 V	3	60 Hz
CC6	1	WALK-IN FREEZER COND UNIT 2	LARKIN	ZWN030L6C	10 A	1/15	208 V	3	60 Hz
CC7	1	WALK-IN BLAST CHILLER COND UNIT 1	LARKIN	ZWN035X6C	12 A	1/15	208 V	3	60 Hz
EV1	1	EVAPORATOR COILS	LARKIN BY KEC	LCA6185AB EC	4 A	1/15	115 V	1	60 Hz
EV2	1	EVAPORATOR COILS	LARKIN BY KEC	LCA6185AB EC	4 A	1/15	115 V	1	60 Hz
EV3	1	EVAPORATOR COILS	LARKIN BY KEC	LCA6185 EC	4 A	1/15	115 V	1	60 Hz
EV4	1	EVAPORATOR COILS	LARKIN BY KEC	LCA6185 EC	4 A	1/15	115 V	1	60 Hz
EV5	1	EVAPORATOR COILS	LARKIN BY KEC	LCE694BB EC	8 A	1/15	115 V	1	60 Hz
EV6	1	EVAPORATOR COILS	LARKIN BY KEC	LCE694BB EC	8 A	1/15	115 V	1	60 Hz
EV7	1	EVAPORATOR COILS	LARKIN BY KEC	LCE4235BB EC	24 A	1/15	208 V	1	60 Hz



ROOF PLAN
1/4" = 1'-0"

Smith
&
Greene

COMPANY

Smith & Greene Company
FOOD SERVICE
EQUIPMENT & DESIGN
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ELECTRIC PLAN

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