METROPOLITAN EXPOSITION RECREATION COMMISSION

RESOLUTION NO. 12-20

Accepting Bargreen Ellingson of Oregon, Inc. 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 – Kitchen Equipment Project at the Oregon Convention Center (OCC).

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 – Kitchen Equipment Project 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 September 11, 2012; and

WHEREAS, Metropolitan Exposition Recreation Commission (MERC) staff have evaluated the bids and the lowest responsive and responsible Bidder was Bargreen Ellingson of Oregon, Inc. with a lowest base bid of \$192,115.00; and

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

WHEREAS, this bid is within the projected budget.

BE IT THEREFORE RESOLVED as follows:

- 1. MERC selects Bargreen Ellingson of Oregon Inc. as the lowest responsive and responsible bidder in response to the Request for Bids for the OCC Main Kitchen Original Cooler Remodel Kitchen Equipment purchase and installation in the amount of \$192,115.00.
- 2. MERC approves the award of a contract, in a form substantially similar to the attached Exhibit "A," to Bargreen Ellingson of Oregon, Inc.
- MERC delegates authority to the General Manager of Visitor Venues to execute the contract.

Passed by the Commission on October 3, 2012.	
Approved as to form: Alison Kean Campbell, Metro Attorney	Chair
By:	ZM_
Nathan A. Schwartz Sykes, Senior Attorney	Secretary/Treasurer

MERC STAFF REPORT

Agenda Item/Issue: Acceptance of **Bargreen Ellingson of Oregon, Inc.** bid for the Main Kitchen Original Cooler Remodel -Kitchen Equipment purchase and installation at the Oregon Convention Center.

Resolution No:

12-20

Date: October 3, 2012

<u>BACKGROUND</u>: In order to keep the food service program at the Oregon Convention Center effective and efficient it was determined that a new walk in cooler and freezer is necessary, as it they have passed

Presented by: Scott Cruickshank

their useful life. The new coolers will include new refrigeration equipment, walls, ceilings and racking and all associated materials and labor for proper installation. All new equipment is energy efficient and will be subject to additional rebates issued by the Energy Trust of Oregon. This project is included in the 2012–2013 adopted budget reflected in the Oregon Convention Center Main Kitchen Original Cooler

Remodel – Equipment Project.

This contract is for the purchase of new cooler walls, ceilings, doors, refrigeration equipment and

racking and associated installation.

On August 17, 2012 MERC Staff issued a Request for Bids for the Main Kitchen Original Cooler Remodel – Kitchen Equipment Project at the Oregon Convention Center. The Request for Bids was published in the Daily Journal of Commerce, The Skanner (a local minority publication). The bid complied with MERC's formal contracting and purchasing policies as well as the ORS and any and all applicable Bureau of Labor and Industries Prevailing Wage Rate law and requirements. On August 22, 2012 a site walk was held for all interested bidders, five (5) firms attended. Bids were received on September 6, 2012. Three (3) firms submitted bids ranging from \$192,115.00 to \$214,940.00. The lowest responsible and responsive bidder was selected based upon the lowest base bid submitted not including bid alternates. Of the three (3) bids received, none of the firms were Certified M/W/ESB or FOTA, however all firms were local. The lowest responsive bidder was Bargreen Ellingson of Oregon, Inc. for the amount of \$192,115.00.

<u>FISCAL IMPACT</u>: This Project is budgeted for \$250,000. An additional contract is expected in the future for the General Contractor work associated with this project.

RECOMMENDATION: Staff recommends that the Metropolitan Exposition Recreation Commission accept **Bargreen Ellingson of Oregon, Inc.** as the lowest bidder and authorize the General Manager of Visitor Venues to sign to a Contract with **Bargreen Ellingson of Oregon, Inc.** in the amount of \$192,115.00 for the main kitchen original cooler remodel — equipment at the Oregon Convention Center.



600 NE Grand Ave., Portland, OR 97232-2736 503-797-1700

MERC CONTRACT NO. 303008

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 Bargreen-Ellingson of Oregon, Inc whose address is 3232 NE Industrial St. Portland, OR 97210, 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 October 10, 2012 through and including February 28, 2013, with substantial completion by January 31, 2013. This agreement may be 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 NINETY-TWO THOUSAND, ONE HUNDRED FIFTEEN AND NO/100TH DOLLARS (\$192,115.00).

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 metroaccountspayable@oregonmetro.gov. 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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MERC CONTRACT NO. 303008

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 INSUREDS 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.

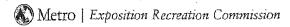
ARTICLE VII PUBLIC CONTRACTS

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

Main Kitchen Original Cooler Remodel - Equipment

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MERC CONTRACT NO. 303008

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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Standard Public Contract

MERC CONTRACT NO. 303008

- 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 filled 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.

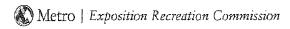
MERC reserves the right to reasonably reject any subcontractor or supplier and no increase in the CONTRACTOR'S compensation shall result thereby. All subcontracts related to this Contract shall include the terms and conditions of this agreement. CONTRACTOR shall be fully responsible for all of its subcontractors 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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MERC CONTRACT NO. 303008

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 INTERGRATED 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

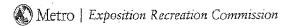
Pursuant to ORS 279A and the Metro public contract code, Metro participates in an Intergovernmental Cooperative Purchasing program by which other public agencies shall have the ability to purchase the goods and services under the terms and conditions of this awarded contract. Any such purchases shall 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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MERC CONTRACT NO. 303008

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.

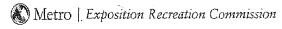
All work included in this Contract is subject to Prevailing Wage Laws and Rates

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. Liquidated damages shall be assessed at no less than five hundred dollars (\$500.00) per day.

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 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



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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.

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: Jeremy Edmondson

Bargreen-Ellingson of Oregon, Inc.

3232 NW Industrial St. Portland, OR 97210 503-345-0738 fax To MERC:

Josh Lipscomb

MERC

600 NE Grand Ave Portland, Oregon 97232 503-797-1795 fax

CONTRACTOR	METROPOLITAN EXPOSITION RECREATION COMMISSION
Ву	By
Print Name	Print Name
) ata	Date



Scope of Work - Attachment A

600 NE Grand Ave., Portland, OR 97232-2736 503-797-1700

MERC Contract No. 303008

1. Purpose and Goal of Work

MERC is contacting for all equipment, materials and labor, for installing cooler walls, pre-fabricated floors, wainscot, cove base, racks and refrigeration equipment, as part of a remodel of the main kitchen original walk-in cooler at the. Oregon Convention Center, located at 777 NE MLK Jr Blvd., Portland, OR 97232.

2. Description of the Scope of Work

Contractor will be providing all equipment, materials and labor, for installing cooler walls, pre-fabricated floors, wainscot, cove base, racks and refrigeration equipment in the main kitchen area of the Oregon Convention Center facility detailed below, and as specified per Smith & Greene Company Drawing Set dated August 6, 2012 and hereto attached as *Attachment "B"*.

Work is to include the following

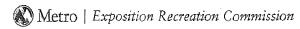
- Contractor is to provide and install condensers, refrigerant lines to evaporators, evaporators, drain lines from evaporators to floor drains as specified.
- Contractor is to install the walls and ceilings of the boxes with all specified hardware, wainscot, cove base, doors, frames, flashings and racks per plans.
- Contractor is to include labor to install the refrigeration, tubing, permits, and R-404 for the coolers.
- Contractor is to supply all lighting and occupancy sensors for installation by others, inside of coolers only.
- Contractor is to provide engineering for the pre-manufactured cooler box.
- Contractor is to provide all storage racks specified in plans, inside and outside of coolers.

3. Clarifications

- Boxes specified are Imperial Manufacturing.
- Pre-fabricated flooring is specified for the Blast Chiller/Meat cooler and the Freezer areas. Area will be prepared for installation by others.
- Water cooled condensing units to set on top of walk-ins.
- Coolers to use no wood construction.
- Coolers must include an Oregon Seal.
- Shelving to be provided by KEC are item numbers 2, 3, S1, S2, S3, S4, as referenced in Attachment "B" Drawings.
 Note that the quantities for S2 and S3 differ from drawings. S2 shall include nine (9) sets and S3 shall include twenty-nine (29) sets.
- All shelving is to be "blue Polygard shelves" as specified in the equipment schedule
- Height of shelving posts is to be 84"
- No seismic is included for the shelving
- All equipment and material is to be installed per manufacturer's specifications

4. Exclusions

- Electrical and any core drilling to be by others.
- Ladder is to be provided and installed by others.



Scope of Work - Attachment A

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MERC Contract No. 303008

5. Deliverables/Outcomes

- Contractor will have work substantially complete by January 31, 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 (\$500.00) per day.
- Contractor is to provide three (3) sets of As-Built drawings upon project completion.

GENERAL NOTES

L'île weke ngêremên kewa nê me pina we kelnd mehr spîparê nyedelê yê bi ûnga Constên Catalijahandê se GGGJ. Bere plan we propud selbedê hi be papar dibelenîy ngêparê serên ngêmenê wê nagên galiyê catan dip wê û selberê bi û saral Debbek ê êkû hindin u ngêrî koderî heke dibe napakê liyalên kere pekir kural pêrî be belind Ower ar kê û papabûn resende Debbek ê êkû hindin u ngêrî koderî heke dibe napakê liyalên kere pekir kural pêrî be belind Ower ar kê û papabûn resende

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1. Planting Chairs, and Partiguation mough is and food communious and hook on whall in specifical and outstand allowing an talence, armon, and compared may be assumed committee and materials had be provided and particularly the respective and continued in a completion with applicable market their abstract area. American an abstract the continue persons the first substice and isolated and being and in additional persons the first substice and isolated in a policy and in the persons are the continued and the persons are the continued and the persons are the continued and the persons are the pe

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1. It shall be the responsibility of the General Contractor in properly small first, mad and penetrations as required what the incidation of the fixed sension

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HEALTH DEPARTMENT CRITERIA

NUMBEL SEVER CA FIIIA WER EDUPURAT-

> NECKTYPIKANINI SIRRICES: UEA SPECIFICAS revolution by the armit alone coll at a ver revolution but

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SYSTEM FURCES

Alfrecht skal hen a omfoaks heerl. Des sis land dat han an of sighte de de

24 hours and Cabon in the list his office advantaged in managed in all beautifune active to attent assession.

Project grant ment CTTY, COUNTY and ST-(TE bank) disputerant marketing princip

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.

GENERAL INFORMATION

STORE LOCATION:

LOCATION REFERANCE: PORTLAND

STREET ADDRESS: 777 N.E. M. KING BLVD

SUITE: CITY PORTLAND STATE: OR ZIP: 97232

TENANT INFORMATION:

DBA: PORTLAND METRO STREET ADDRESS: 777 N.E. MLK BLVD.

FADDRESS: TT N.E. MLK BLVD,
SUITE:
CITY: PORTLAND
STATE: DR
ZIP: 97232
PHONE: (603)757-1929
-FAX:
CONTACT: JOSH LIPSCOMB (PROJECT MGR.)
EMAIL: JOSH LIPSCOMB @vrepormelro.gov CONTACT:

LANDLORD INFORMATION: CITY OF PORTLAND METRO COMPANY NAME: PORTLAND OREGON METRO CONTACT: STREET ADDRESS;

STATE: ZIP: PHONE: FAX; EMAIL:

TEAM CONTRACTOR: KELMAN ACRES
COMPANY: THE SMITH AND GREENE COMPANY
CONTRACTOR #: (KITCHEN EQPMT. CONTRACTOR)

ADDRESS:

CODE REQUIREMENTS

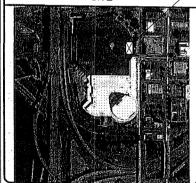
CODE ANALYSIS (PER 2006 LB.C.)

FLOOR AREA CALCULATIONS: DAIRY COOLER #1: PRODUCE COOLER #2: MEAT COOLER / BLAST CHILLER

FREEZER: STORAGE: OFFICES (COPY, OFFICE): CORRIDOR

358 square feet
428 square feet
102 square feet
221 square feet
1001 square feet
120 square feet
633 square feet
174 square feet RECIEVING TOTAL FLOOR SPACE:

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

1/8" = 1'-0"

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COVER PAGE

- Main Kitchen Original Cooler Remodel - Equipment

ATTACHMENT B

October 10, 2012

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Kelman Acres

D size (36"x24") SCALE 1/4"=1"0" (UON)

OCC

Kelman Acres

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KC-0.1 COVER SHEET
KC-1 EQUIPMENT
PLAN

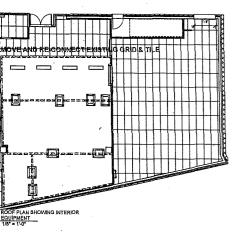
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KC-4 ELEVATIONS &
PERSPECTIVE

KC-S IMPERIAL DETAILS KC-S.1 IMPERIAL DETAILS 2

COVER SHEET

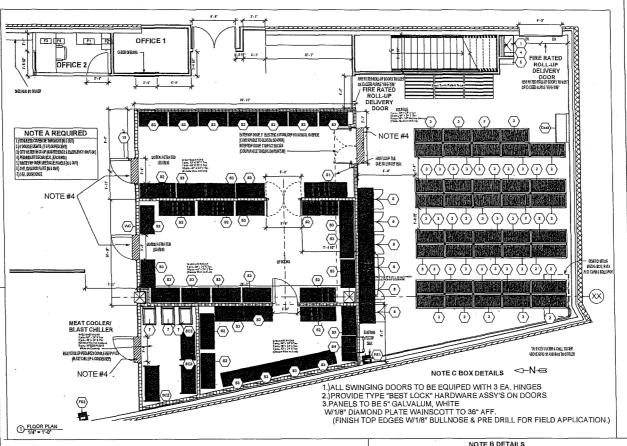


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NEW TILE TO MATCH EXISTING KITCHEN TILE (NOTE)
ALL GRID, CEILING TILE & FIRE SUPRESSION
WILL MEET CURRENT SEISMIC REQUIREMENTS

	Equipment Sche		
YTE.	Description	MFG.	Model
	IMOP SINK	BY OWNER	Сивтом
'	SHELVING RACKS PLASTIC	AMCO	SHELVING PLASTIC 8D*
32	SHELVING RACKS PLASTIC	AMCO	SHELVING PLASTIC 48*
1	UTILITY SHELF	ADVANCE TABCO	K-245
	DTILITY SHELF	ADVANCE TABCO	K-245
<u>-</u>	SECURITY LOCKER-EXISTING	AMCO	SECURITYO
3	SPEED RACKS	NEWAGE	1333
1	IMPERIAL WALK-IN COOLER/FREEZER/ BLAST CHILLER	IMPERIAL	11-BX48329
	WALK-IN DAIRY COOLER COND UNIT 1	LARKIN	HWN025X8C
-	WALK-IN DAIRY COOLER COND UNIT 2	LARKIN	HWN025X8C
1	WALK-IN PRODUCE COOLER CONDUNIT 1	LARKIN	HWN025X6C
1	WALK-IN PRODUCE COOLER CONDUNIT 2	LARKIN	HWN025X6C
i	WALK-IN FREEZER COND UNIT 1	LARKIN	ZWND30L6C
1	WALK-IN FREEZER COND UNIT 2	LARKIN	ZWN030L6C
<u> </u>	WALK-IN BLAST CHILLER COND UNIT 1	LARKIN	ZWN035X8C
1	WALK-IN BLAST CHILLER COND UNIT 2	LARKIN	ZWN035XBC
	CONV. OUTLET 2	BY E.C.	DCO
ī	DELIVERY DESK	MILLWORK	сивтом
1	EVAPORATOR COILS	LARKIN BY KEC	LCA6185AB EC
1	EVAPORATOR COILS	LARKIN BY KEC	LCA6185AB EC
1	EVAPORATOR COILS	LARKIN BY KEC	LCA6185 EC
1	EVAPORATOR COILS	LARKIN BY KEC	LCA6185 EC
1	EVAPORATOR COILS	LARKIN BY KEC	LCE694BB EC
1	EVAPORATOR COLS	LARKIN BY KEC	LCE684BB EC
1	EVAPORATOR COILS	LARKIN BY KEC	LCE4235BB EC
1	EVAPORATOR COILS	LARKIN BY KEC	LCE4235BB EC
1	FLOOR SINK 1/2 GRATE	BY P.C.	12" SQ
1	FLOOR SINK 1/2 GRATE	BY P.C.	12" 80
1	ROOFTOP LADDER	OKEEFFE	501 HD
12	MOTION SENSOR SWITCH-LIGHTING	EC .	BY ELECTRIC CONTRACTOR
3	PALLETT	BULK	3X4
1	SHELVING RACKS 72" X 24"	AMCO	LOT
8	SHELVING RACKS 80" X 24"	AMCO	LOT
27	SHELVING RACKS-48" X 24"	AMCO	LOT
1	SHELVING RACKS-42* X 24*	AMCO	LOT
1	SHELVING 60" X 24" WICASTERS	AMCO	LOT
2	SHELVING 46" X 24" W/CASTERS	AMCO	LOT
1	DIAMOND PLATE, ALUM	BULK	1/8" ALUM WAINSCOT



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 STANDARDS.



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EQUIPMENT & DESIGN
19015-6771 AVE SOUTH
KENT, WA 98032
(423) 656-8809 FX (423) 656-8075

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D size (36"x24") SCALE 1/4"=1"0" (UON) OCC

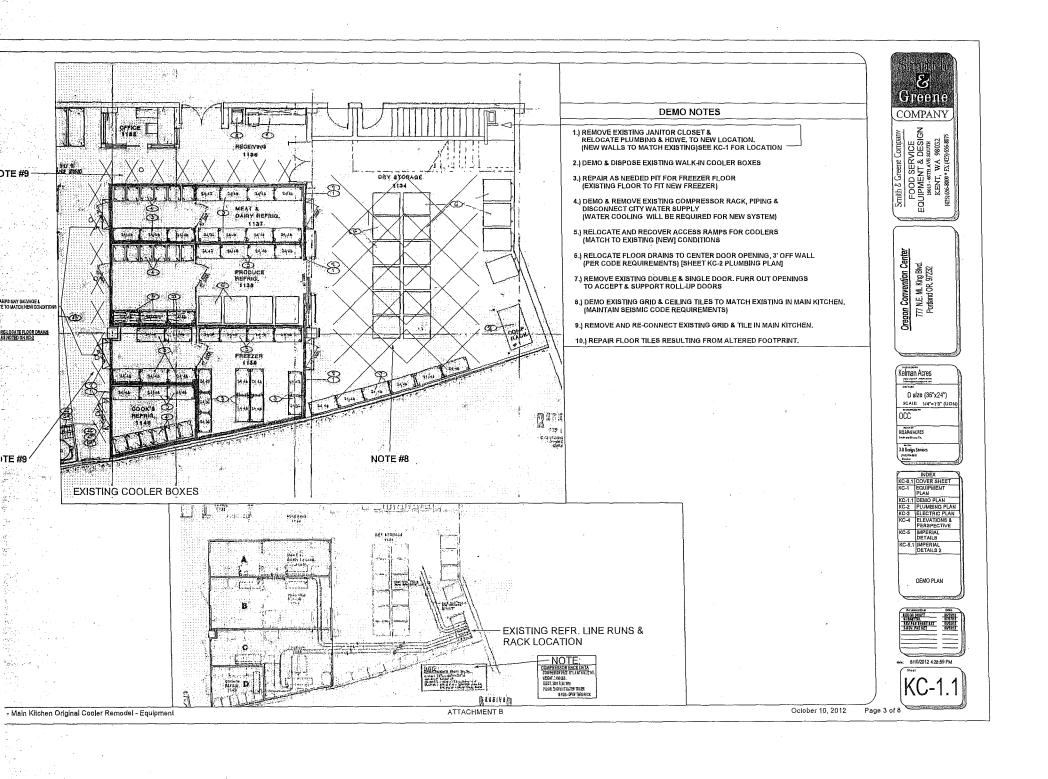
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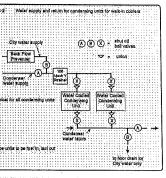
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FOLIPMENT PLAN



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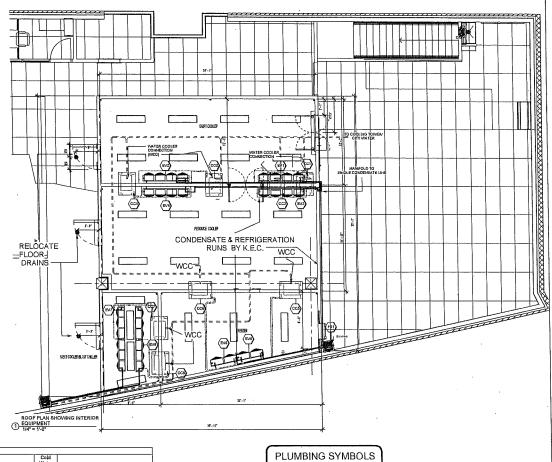


PLUMBIĄ COLITIV GTOK SWILL RAMBILAD NICTAL ALI IRCERSANY YALIER, TRAM, TAL NECES, LIKE STRĄGERŁ PERENAE REDUCIO YALIER Jadykojaj irokopas trap princije koracej jad comiect jali watro, ladykoste urb to foco sprace (ad bejerjae edopracit PLIVABEND CONTEXCTOR SHALL INSTALL AND CONNECT ALL PRIVAL CONNECTIONS

PLUMION CONTRICTOR BY ALFRANCH AND HISTALLALL ROUTET WASTELINEN FROM FOOD SERVICE AND REVERAGE EMPLIENT TO PLOCA Drivis and savis and splante valte lines from ice eine, emprorations und bundled.

MURINIA COMPACTOR RIVIL EEPERPOARLEFOR ADA BATHROOM COMPLUNCE ALD WATHLOCAL CODE FEMPANBITS F Neddol Betroidal Kralgori a retreexatiom condenate di K.E.G.





	PLUMBING SCHEDULE						
				\neg	Cold Water		
Mark	Count	Description	Model	Manufacturer	Flow	Plumbing Remarks	
1		MOP SINK	CUSTOM	BY OWNER		CONNECT H&C @ 36" AFF STUB OUT	
CC1	1	WALK-IN DAIRY COOLER COND UNIT 1	HVVN025XBC	LARKIN	5 GPM	VERIFY DATA SHEETS	
CC2	1	WALK-IN DAIRY COOLER COND UNIT 2	HVVN025X6C	LARKIN	5 GPM	VERIFY DATA SHEETS	
CC3	1	WALK-IN PRODUCE COOLER COND UNIT 1	HVVN025XBC	LARKIN	5 GPM	VERIFY DATA SHEETS	
CC4	1	WALK-IN PRODUCE COOLER COND UNIT 2	HVVN025XBC	LARKIN	5 GPM .	VERIFY DATA SHEETS	
CC5	1	WALK-IN FREEZER COND UNIT 1	ZVVN030L6C	LARKIN	3 GPM	VERIFY DATA SHEETS	
CCB	.1	WALK-IN FREEZER COND UNIT 2	ZWN030L6C	LARKIN	3 GPM	VERIFY DATA SHEETS .	
CC7	1	WALK-IN BLAST CHILLER COND UNIT 1	ZVVND35X6C	LARKIN	6 GPM	VERIFY DATA SHEETS	
CCB	1	WALK-IN BLAST CHILLER COND UNIT 2	ZVVN035X6C	LARKIN	6 GPM	VERIFY DATA SHEETS	
EV1	1	EVAPORATOR COILS	LCA6185AB EC	LARKIN BY KEC	T	VERIFY DATA SHEETS	
EV2	1	EVAPORATOR COILS	LCA6185AB EC	LARKIN BY KEC		VERIFY DATA SHEETS	
EV3	1	EVAPORATOR COILS	LCAB185 EC	LARKIN BY KEC		VERIFY DATA SHEETS	
EV4	1	EVAPORATOR COILS	LCA6185 EC	LARKIN BY KEC		VERIFY DATA SHEETS	
EV5	1	EVAPORATOR COILS	LGE694BB EC	LARKIN BY KEC		VERIFY DATA SHEETS	
EVB	1	EVAPORATOR COILS	LCE694BB EC	LARKIN BY KEC		VERIFY DATA SHEETS	
EV7	1 1	EVAPORATOR COILS	LCE4235BB EC	LARKIN BY KEC		VERIFY DATA SHEETS	
EVB	1	EVAPORATOR COILS	LCE4235BB EC	LARKIN BY KEC		VERIFY DATA SHEETS	
F81	1	FLOOR SINK 1/2 GRATE	12* SQ	BY P.C.		EXISTING	
F32	1	FLOOR BINK 1/2 GRATE	12* SQ	BY P.C.		EXISTING	



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



COMPANY

FOOD SERVICE
EQUIPMENT & DESIGN
1901-66THANE SOUTH
KENT, WA 98032
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Oregon Convention Center 777 N.E. ML King Blvd. Portland OR. 97232

Keiman Acres

D size (36"x24") SCALE: 1/4"=1"0" (UON)

KELANACRES tails and Graph Co.

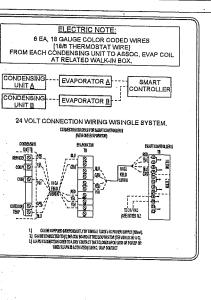
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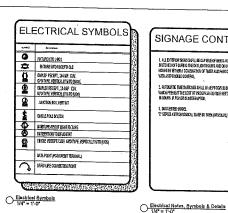
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PLUMBING PLAN



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SIGNAGE CONTROLS

T NIT EXCELLENCE CONLECT EXCELED OLE ONATION DE DIVIDITATES TIÓ CHARE UNHALINE EXCELED OLE ONATION DE DIVIDITATES TIÓ CHARE UNHALINE EXCELED OLE ONATION DE LITRE CENTRAL CHARE UNHALINE EXCELED OLE ONATION DE LITRE CHARLE OLE ESTRUMICATION DE LITRE CHARLES AND CHARLE (NE SERIO Y LOCAL DE LA MICH.

2. AUTOLUTIC THE SWITCHES SHALL HAVE PRODUCE BACK OF CAPABILITIES. VALUEN FRENCHT THE LOST OF PROGRAMATIO TRUE SETTINGS FOR AT LEAST 18 Hours, if power is intereapted.

1. SUGGESTED HODE: 2: SERVES ASTROMODICAL TIMER BY TOPA (OR EXAMPLY NAVITORS: COM

NOTE "A"

100, I PHASE SERVICE HIS LUFS STUDIS MOVED, COMPOST MITORS ER TRONS GETICO TED CRECUTE DOLLTO GROUND, DON PRIME UNE FRONZE EURTY. MOST VITIL CONTROL TO PRIESCOMMENTO DE SETTEM LICEDIT COTO DOL. PRODE AND FAX (MAS) PEPET ALL SECUNDOTS VITIN POS CATERIA MOVEDEN).

NOTE

JIL YALL WOME ELETTICAL PECEFTRILES AND PROCESS PE TO BE FLUSH WALFIELDM VALLS YITHIN DO BY OSED COLOURE BROWNS GLESHEFOC OF YOLLS, CONTRACTOR YO PROMOCULURUM WALF AREADS IN SECURED. UNITED STEUDISCHOOL COLOURS OF SECURED.

ELECTRICAL NOTES

L BECIFICA FUNCIONA POURMINATO COLLECTRUMECATIONS AND CHARGING WITH CAPACITES. BECTATION IS PES-CRIBBLE FOR MARTIONS TO LIEFE COCO. RECOVERING IN

1. BECTIFICAL SYSTEMS DESIGNED FOR LIVING VICTS, 14) PRIVASE IDHEFTE, (MASE SYSTEM.

3. ELECTRICAL COMPAGEOR SHALL RUPLES AND INSTILLAL ANCHORSONES, RECEFTACLES, COVER PLATES, PALL ED VES, CONDUIT ENDINIPLIA SUCEPT INSEPENDITED.

E. ALL CONDUIT BUILS INDICATED FOR PEPEDENATION DRAIN FLOOLINGUE SYSTEM UPEN SWILL BE FURNISHED AND INSTITUTE By Electrical Compy cycle, Conduit Swall Have 27 (No Haylandian Dicats Seads).

S. ELECTRICAL TANSION SHALL FASHISH AND INSTALL EMPLICATION FOR INSTALLATION OF CHARGE SUFFICIAL CLASS COMPIC SESTEMS, ELECTRICAL MACCOCRUMERY AND MANUAL CRUSSES.

E. ELECTRICAL CONTRACTOR TO VERIFY INSTALLA IRON INSTRUCTIONS OF EQUIFABILIT,



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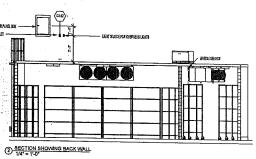
D size (36"x24") SCALE: 1/4"=1"0" (UON occ

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KC-5	IMPERIAL DETAILS
KC-5.1	IMPERIAL DETAILS 2
-	LECTRIC PLAN
	LEGITAGI DAIA



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NEW OFFICE SPACE COPY ROOM THERMOSTATIC ALARM ON OFFICE WALL TIES INTO BUILDING IT NETWORK IN CHEF'S OFFICE THE STREET DAIRY COOLER #1 Der pro MOTION SENSOR LIGHTING THROUGHT ERIFREEZERICHILLER-AL'ARM FEED LIGHT P Mat CC) (EVA) DCHT (FI) UGHT (F5, PRODUCE COOLER #2 UGHTIFA DOM ES USHT (FS; SAY SEATORIBER FOR TO HEAR S MEAT COOLER/ BLAST CHILLER 1/4" = 1'-0"



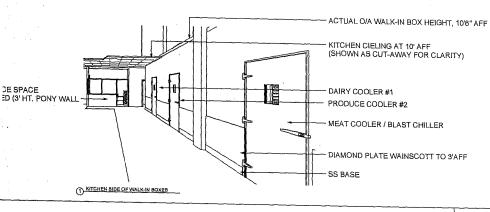
ELECTRICAL SCHEDULE								
Count	Description	Manufacturer	Model	Fl. Amps	HP	Volts	Phase	Cycle
								Dyon
1 1	WALK-IN DAIRY COOLER COND UNIT 1	LARKIN	HWN025X8C	BA	1/15	208 V	3	80 Hz
2 1	WALK-IN DAIRY COOLER COND UNIT 2	LARKIN	HVVN025X8C	BA	1/15	208 V		80 Hz
3 1	WALK-IN PRODUCE COOLER CONDUNIT 1	LARKIN	HWN025X6C	8A	1/15	208 V	3	60 Hz
1 1	WALK-IN PRODUCE COOLER CONDUNIT 2	LARKIN	HWN025X6C	A8	1/15	208 V		60 Hz
	WALK-IN FREEZER CONDUNIT 1	LARKIN	ZWN030LBC	10 A	1/15	208 V		60 Hz
1 1	WALK-IN FREEZER COND UNIT 2	LARKIN	ZWN030L6C	10 A	1/15	208 V	3	60 Hz
1	WALK-IN BLAST CHILLER COND UNIT 1	LARKIN	ZWN035X6C	12 A	1/15	208 V	3	60 Hz
1	WALK-IN BLAST CHILLER COND UNIT 2	LARKIN	ZWN035X6C	12 A	1/15	208 V		
1 1	EVAPORATOR COILS		LCA8185AB EC	4A	1/15			60 Hz
2 1	EVAPORATOR COILS		LCA6185AB EC	4A		115 V	1	80 Hz
3 1	EVAPORATOR COILS		LCA6185 EC		1/15	115 V	1	60 Hz
	EVAPORATOR COILS	LARKIN BY KEC	LCA6185 EC	4.4	1/15	115 V	1_1_	60 Hz
	EVAPORATOR COILS			4 A	1/15	115 V	_1_	60 H≥
	EVAPORATOR COILS		LCE694BB EC	BA	1/15	115 V	_1	60 Hz
1 1	EVAPORATOR COILS		LCE694BB EC	BA	1/15	115 V	1	60 Hz
1 1	EVAPORATOR COILS	LARKIN BY KEC		24 A	1/15	208 V	1	60 Hz
	LYAPORATOR COILS	LARKIN BY KEC	LCE423588 EC	24 A	1/15	208 V	1	BO Hz

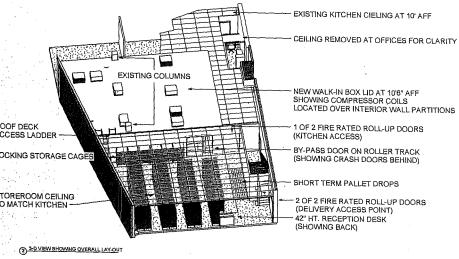
- Main Kitchen Original Cooler Remodel - Equipment

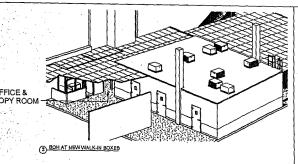
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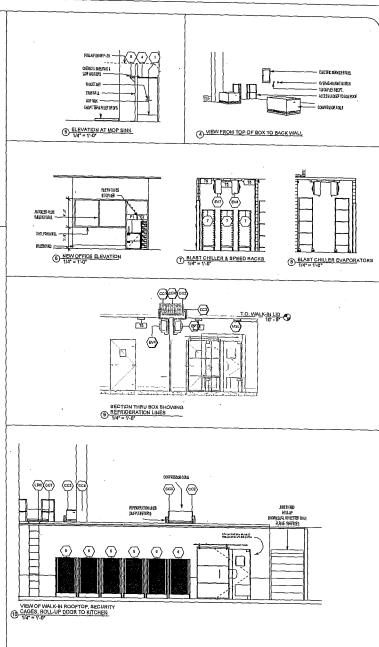
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C - Main Kitchen Original Çooler Remodel - Equipment



ATTACHMENT B

October 10, 2012

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& Greene

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Kelman Acres

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3-D Design Services

D size (36*x24")

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ELEVATIONS &

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