

METROPOLITAN EXPOSITION-RECREATION COMMISSION

RESOLUTION NO. 10-17

Accepting Bargreen Ellingson of Oregon, Inc. as the lowest responsive and responsible bidder in accordance with the MERC Contracting and Purchasing Rules, and authorizing the General Manager of Visitor Venues to execute a contract with Bargreen Ellingson of Oregon, Inc. for the Kitchen Equipment Purchase and Install Project at the Oregon Convention Center.

WHEREAS, in the public interest, for the purpose of necessary kitchen equipment replacement for the whole food operation at the Oregon Convention Center; and

WHEREAS, the approved Capital Budget includes provisions for the Oregon Convention Center Kitchen Remodel 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 June 17, 2010; and

WHEREAS, MERC staff has evaluated the bids and the lowest responsive and responsible Bidder was Bargreen Ellingson of Oregon, Inc. with the lowest base bid of \$176,562.90 and accepted bid alternates in the amount of \$44,610.65, totaling \$221,173.55 ; and

WHEREAS, Sections 3(B) and 4(D)(c)(1) of MERC's Contracting and Purchasing Rules, effective March 1, 2005, 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 project budget previously set.

BE IT THEREFORE RESOLVED that the Metropolitan Exposition-Recreation Commission:

1. Accepts the bid of Bargreen Ellingson of Oregon, Inc. for the Kitchen Equipment purchase and installation at the Oregon Convention Center in the amount of \$176,562.90.
2. Accepts the lowest responsive bidder's bid alternates in the amount of \$44,610.65.
3. Authorizes the General Manager of Visitor Venues to execute the contract in substantially the same form as attached as Exhibit A to this resolution with Bargreen Ellingson of Oregon, Inc. for the amount of \$221,173.55 for the performance of work in accordance with the Bid Documents.

Passed by the Commission on August 4, 2010.

Approved as to form:

Daniel B. Cooper, Metro Attorney

By:

Nathan A. Schwartz Sykes, Senior Attorney

Chair

Secretary/Treasurer

MERC STAFF REPORT

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

Resolution No: 10-17

Date: August 4, 2010

Presented by: Jeff Blosser

BACKGROUND: In order to keep the food service program at the Oregon Convention Center effective and efficient it was determined that new and additional cooking equipment is necessary to meet current and upcoming demands. The current equipment does not fully meet the cooking needs of all clients and has also passed its useful life. The new equipment includes three (3) Rational self cooking centers, two (2) gas griddles, two (2) hotplates, one (1) tilt skillet and all associated materials and labor for proper installation. Also included in this project are accepted bid alternates, which add an upgraded fire suppression system, new stainless steel wall backing, countertop surfaces and floor covering, as well as a new hood system. 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 2010–2011 adopted budget reflected in the Oregon Convention Center Kitchen Remodel Project.

This contract is for the purchase of kitchen equipment and associated installation.

On June 17, 2010, MERC Staff issued a Request for Bids for the Kitchen Equipment and Installation Project at the Oregon Convention Center. The Request for Bids was published in the Daily Journal of Commerce, Oregonian and Contracts and Careers (M/W/ESB 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 June 22, 2010, a site walk was held for all interested bidders, three (3) firms attended. Bids were received on July 6, 2010. Three (3) firms submitted bids ranging from \$176,562.90 to \$183,190.00. Each of the three bidders also submitted pricing for bid alternates which included work for a fire suppression system, stainless steel purchase and installation and a new hood for the equipment. The lowest responsible and responsive bidder's bid alternate amount was \$44,641.65. 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 \$176,562.90. Staff also recommends the acceptance of the lowest responsive and responsible bidder's submitted bid alternates in the amount of \$44,610.65. The final contract amount totaling \$221,173.55.

FISCAL IMPACT: This Project, (as it pertains to the kitchen equipment and installation only) was budgeted for approximately \$250,000, which is sufficient to cover the final and accepted bid amount of \$221,173.55.

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 become signatory to a Contract with **Bargreen Ellingson of Oregon, Inc.** in the amount of \$221,173.55 for the kitchen equipment and installation at the Oregon Convention Center.



METROPOLITAN EXPOSITION
RECREATION COMMISSION

A SERVICE OF METRO

Goods & Supplies Contract

For Public Contracts Greater than \$50,000

Contract No. _____

This Contract is entered into between Metropolitan Exposition-Recreation Commission ("MERC"), whose address is 777 NE Martin Luther King, Jr. Blvd., Portland, Oregon 97232-2742, **Bargreen/Ellingson (CCB #130936)** whose address is **3232 NW Industrial, Portland, OR 97221-1617**, hereinafter referred to as the "CONTRACTOR." Contract is for work to be performed at the Oregon Convention Center, located at 777 NE MLK Jr. Blvd, Portland, OR 97232.

TERM OF CONTRACT

The term of this Contract shall be for the period commencing **August 16, 2010**, through and including, **October 31, 2010**, with substantial completion by **September 7, 2010**, unless terminated as provided in this Contract. 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

CONTRACT SUM AND TERMS OF PAYMENT

MERC shall compensate the CONTRACTOR for goods or services supplied as described in the Scope of Work. MERC shall not be responsible for payment of any materials or services, expenses or costs other than those which are specifically included in Scope of Work in an amount not to exceed (written amount) **Two Hundred Twenty-One Thousand, One Hundred Seventy-Three Dollars and 55/100 (\$221,173.55)**. Payment shall be on a unit price only for those goods or services received in a condition or manner acceptable to MERC. CONTRACTOR'S invoice shall include an itemized statement of items purchased or services provided, and shall be sent to MERC, Attention: Accounts Payable, 777 NE Martin Luther King, Jr. Blvd., Portland, Oregon 97232-2742. MERC will pay Contractor within 30 days of receipt of an approved invoice.

SCOPE OF WORK

Scope of work includes all labor, equipment and materials complete work as specified below and as per (Bargreen-Ellingson Quote for: Base Bid, Alt 1 & Alt 2 Dated July 20, 2010 (Attachment "A") and as described in the Scope of Work section of the Request for Bids Document (Attachment "B").

The Contract Time shall commence upon issuance of the Notice to Proceed which is anticipated to be issued following execution of the contract. Contractor shall commence work under this Contract within no more than ten (10) calendar days after issuance of written Notice to Proceed. **Contractor shall bring the Work to substantial completion no later than September 7, 2010, 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

Contractor shall provide all services and materials necessary to complete the work described below in a professional manner, in compliance with applicable building codes and per industry standards and practices as specified below which is incorporated into this Agreement by reference. All services and materials shall be provided by CONTRACTOR in accordance with the Scope of Work in a competent and professional manner and be completed in compliance with the Owner's schedule. Contractor may be subject to liquidated damages if work not in compliance with Attachments "A" & "B" as reference above and Contract Agreement.

CONTRACTOR is to provide and install Food Service Equipment, Custom Stainless Steel, Gaylord Hood and Fire Safety System in the Main Kitchen Area of the Oregon Convention Center as specified per Attachments "A" and "B" as referenced above,

Exceptions:

- All electrical, plumbing, carpentry, HVAC, roof and structural work, plans and permits are to be performed by others.
- Work is to be done during normal week days and hours

Additional Requirements

CONTRACTOR must provide to MERC:

- A written Workplace Safety Program and Drug Policy prior to start of Work.
- A copy of Contractor's Certificate of Insurance as specified in Article III below.
- A copy of Contractor's W-9

Contractor must coordinate all work with MERC Project Manager.

Installation will be scheduled in accordance with the building's events schedule. Building events schedule will be provided as a part of this contract along with areas open for contractor work and availability. 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. 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. 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.

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. 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. Specific utilization of the areas on a day-to-day basis will be coordinated by the Project Manager or his designee and the Contractor Representative. 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. Contractor is to coordinate work with Project Manager and building staff and be prepared to section off and sign work areas as appropriate.

ALL TERMS ON THE REVERSE SIDE OF THIS DOCUMENT AND OTHER PROCUREMENT DOCUMENTS ARE HEREBY INCORPORATED AS PART OF THIS CONTRACT.

CONTRACTOR

Signature: _____

Printed Name _____

Date: _____

Company: Bargreen/Ellingson

Address: 3232 NW Industrial
Portland, OR 97210-1617

Telephone/Fax: 503-227-1161/503-274-9764

Tax I.D. or SS#: 93-12508/15

CCB # CCB #130936

METROPOLITAN EXPOSITION-RECREATION COMMISSION

Signature: _____

Printed Name _____

Date: _____

Title: _____

Signature: _____

Printed Name Heather Peck

Title: Division Manager

Division: Construction/Capital Projects

Project Manager: Josh Lipscomb

Telephone/Fax: 503-731-7947 / 503-731-7870

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I: LIABILITY AND INDEMNITY

CONTRACTOR is an independent contractor and assumes full responsibility for its performance and assumes full responsibility for all liability for bodily injury or physical damage to persons or property arising out of or related to this Contract. Contractor shall indemnify, defend and hold harmless MERC, its appointed officials, officers, employees and agents, from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, whether before the commencement of litigation at trial or on appeal, 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. CONTRACTOR is solely responsible for the acts and omissions of its agents, employees, subcontractors, and/or representatives and for all claims.

ARTICLE II: 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 goods received prior to the date of termination. MERC shall not be liable for any indirect or consequential damages, or any other damages whatsoever. Termination by MERC shall not waive any claim or remedies it may have against CONTRACTOR.

ARTICLE III: INSURANCE

CONTRACTOR shall purchase and maintain at CONTRACTOR's expense the following types of insurance covering the CONTRACTOR, its employees and agents. Insurance coverage shall be a minimum of \$1,000,000 per occurrence.

- A. Broad form comprehensive general liability insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability. The policy must be endorsed with contractual liability coverage. MERC, its appointed officials, departments, employees, and agents shall be named as an ADDITIONAL INSURED.
- B. Automobile bodily injury and property damage liability insurance. MERC, its appointed officials, departments, employees, and agents shall be named as an ADDITIONAL INSURED.

This insurance as well as all Workers' Compensation coverage for compliance with ORS 656.017 must cover CONTRACTOR'S operations under this Contract, whether such operations are by CONTRACTOR or by any subcontractor or anyone directly or indirectly employed by either of them.

CONTRACTOR shall provide MERC with a certificate of insurance complying with this article and naming MERC as an additional insured within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier. Notice of any material change or policy cancellation shall be provided to MERC thirty days (30) prior to the change.

ARTICLE IV: PUBLIC CONTRACTS

All applicable provisions of ORS chapters 187 and 279A & B, 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 Wage Rates as per the *Oregon Bureau of Labor and Industries (BOLI) "Prevailing Wage Rates for Public Contract Works Contracts in Oregon - Effective January 1, 2010"*, pursuant to the administrative rules established by the Commissioner of Labor and Industries. Contractor must provide a written schedule to employees showing the number of hours per day and days per week the employee may be required to work; and must pay daily, weekly, weekend and holiday overtime in accordance with, and as required by ORS 279C.520.

Contractors must promptly pay, as due, all persons supplying to such contractor labor or material used in this contract. If the contractor fails to pay for labor or services, the contracting agency can pay and withhold these amounts due the contractor. Additionally, 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 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 promptly pay for any medical services they have agreed to pay in accordance with ORS 279C.530. 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.

Contractor is required to turn in Certified Payroll Reports each month to Contracting Public Agency. In addition to any other retainage obligated by the Public Contracting Code, the Prevailing Wage Requirement Law requires public agencies to withhold 25 percent of any amount earned by the prime contractor if the prime contractor does not submit certified payroll reports. Once the certified payroll reports have been submitted, the public agency must pay the 25 percent withheld within 14 days. ORS 279C.845(7)

Contractor and every subcontractor must have a Public Works Bond filed with the Construction Contractors Board prior to starting work on the Contract, unless exempt, in accordance with ORS 279C.830(3). Contractors are required to pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

No liens or claims are permitted to be filed against MERC on account of any labor or material furnished.

CONTRACTOR shall meet MERC Bonds and Bid Security requirements as follows:

1. Bid Security not exceeding 10 percent of the amount bid for the contract is required unless the contract is for \$50,000 or less.
2. For public improvements, a labor and material bond and a performance bond, both in the amount equal to 100 percent of the contract price are required for contracts over \$50,000.
3. Bid security, labor and material bond and performance bond may be required even though a contract is of a class not identified above, if the General Manager determines it is in the public interest.

CONTRACTOR shall meet the Metro "Good Faith Efforts" Requirement for Construction Projects as below:

For construction contracts of \$100,000 or more, the Commission adopts in principle, policy, and content, the "Good Faith Effort" program established by Metro Code§ 2.04.100 through 2.04.190 (Metro Minority Business Enterprise, Women Owned Business, and Emerging Small Business Program) as they apply to contracts of the Commission. This adoption includes any and all ordinances subsequently adopted by the Metro Council relating to Metro's Minority Business Enterprise, Women Owned Business and Emerging Small Business Program. The General Manager shall designate MERC staff to perform the functions of the Liaison Officer to carry out the MBE/WBE/ESB program as it relates to MERC contracting activities.

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

ARTICLE V: 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.

In addition to any express warranties provided by the CONTRACTOR, all implied warranties covered by ORS Chapter 72 shall apply to any goods provided under this Contract, and are hereby expressly not disclaimed.

ARTICLE VI: 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. Contractor shall supply a written safety program/policy that all employees must follow. Workplace safety MUST be in compliance with OSHA regulations at all times.

ARTICLE VII: 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.

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 VIII: COMPLIANCE

CONTRACTOR shall comply with federal, state, and local laws, statutes, and ordinances related 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 IX: 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.

ARTICLE X: INTEGRATION OF CONTRACT DOCUMENTS

All of the provisions of any bidding documents including, but not limited to, the Advertisement for Bids, General and Special Instructions to Bidders, Proposal, Scope of Work, and Specifications which were utilized in conjunction with the bidding of this Contract are hereby expressly incorporated by reference. Otherwise, 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 law of the state of Oregon shall govern the construction and interpretation of this Contract

ARTICLE XI: ASSIGNMENT

CONTRACTOR shall not assign any rights or obligations under or arising from this Contract without prior written consent from MERC, which consent shall not be unreasonable withheld.



Request for Bids (RFB)

SCOPE OF WORK

The contract contemplated consists of the following:

The Work contemplated consists of all equipment, materials and labor as necessary to purchase and install (3) Rational Combi type ovens, (3) fryers, (1) tilt skillet, 1) Charbroiler, (2) Griddle tops, (2) Hotplates, and accessories for above equipment.

Bidder is also asked to supply owner option for Alternate I work as follows: All equipment, materials and labor as necessary to purchase and install new stainless steel trough, wall flashing and new hood enclosure; and Alternate II work as follows: Purchase of a new Gaylord hood system with factory mounted fire suppression system. Final connection of the fire suppression system to be included.

Work area is in the Main Kitchen of the Oregon Convention Center (OCC), located on the east side of the main level of the facility.

Specifications:

BASE BID

EQUIPMENT

- (3) each Rational SCC 202G Self Cooking Center
- (3) each Rational Certified Installation
- (3) each Rational 8720.1561US Installation kit "11" for gas
- ~~(6)~~ each ~~Rational 6004.1012 Insulated Cover Hood~~
- ~~(6)~~ (10) each Rational 60.22.127 Oven Rack, mobile, integrated with transport cart
- ~~(6)~~ (12) each Rational 60.22.124 Oven Rack Adapter, top
- ~~(6)~~ (12) each Rational 60.22.129 Oven Rack Adapter, bottom
- ~~(30)~~ each ~~Rational 6010.2101 Gastronorm Grid Shelf~~
- ~~(30)~~ (20) each Rational 6035.1017 Gastronorm CombiGrill

- (3) each Pitco SSH55-SSTC-S Frialator Model w/ Joining Strips for side by side installation
- (3) each Pitco B2101501 Tank Covers
- (3) each Pitco B3901504 Casters, 9" adjustable (set of 6)
- (1) each Pitco RP14 Fryer Filter

- (1) each Groen BPM-40E Tilt Skillet/Braising Pan Electric
- (1) each Vulcan VACB72 Vulcan Hart Charbroiler, counter model
- (2) each Vulcan 36RRG Low Profile Gas Griddle, counter model
- (2) each Vulcan VHP636 Vulcan Hart Hotplate, counter model
- (3) each Eagle Group T2472SGS Griddle Stand, open base and bottom shelf

Request for Bids (RFB)

ALTERNATE I BID

CUSTOM STAINLESS STEEL

- (1) each Wall Flashing, 22ga, fluted with trim, Length at approximately 42"W x 544"L x 80"H, includes Tile Protector at bottom of flashing, joiner strips to connect sheets, J-molding around exposed outside edges.
- (1) each Wall Flashing, 22ga fluted with trim, 42"W x 264"L x 80" H, includes tile protector at bottom of flashing, joiner strips to connect sheets, J-molding around exposed outside edges.
- (1) each Floor Trough with built in floor and fiberglass grating. 294"L x 70"W, 14 ga stainless steel construction. End splashed at stainless floor area. Trough to be full length x 26" x 3-1/2" deep. Includes 3 box drains.
- (1) each Hood to ceiling closure panels, 132" x 54" x approx 17" tall
- (1) each **Curb Cap, 16gal stainless steel curb cap – approx 252" x 30"**
- (1) each **Extension, 14 gal stainless steel floor extension, approx 48" x 252"**

ALTERNATE II BID

HOOD SYSTEM

- Gaylord Hood System XG-GBD-BDL-HP-60 Ventilator, 11' Built in one section.

FIRE SYSEEM

- Ansul Fire System FP-1 R-102-ASEF-1T-04. Fire protection system to serve new 11' hood. *Complete System including appliance drops and surface mounted detection brackets, with field installation by hood provider.*

***Complete product specifications, with accessories, are included in Appendix "B"
Locations of equipment are per plans included in Appendix "B".***

Clarifications

- Installation of stainless steel trough, wall flashing and new hood enclosure are to be included in Alternate II Bid pricing.
- Final connection for the Ansul Fire Suppression system, per manufacturer's specifications, is to be included in Alternate II Bid pricing.

Installers are responsible for providing and installing all equipment listed in this RFB per manufacturers specifications. Installer is to maintain a safe and clean work area, and is responsible for removal and disposal of any packaging/construction debris. Installer will coordinate work and delivery of equipment with Josh Lipscomb, MERC Construction Projects Manager. Final connection of



Request for Bids (RFB)

equipment is to be provided by Owner. Installer may be required to work with other tradesmen in order to complete installation. Other trades are not provided under this Bid.

Work will need to be done around building schedule. Schedule will need to be coordinated with project manager. Tentative dates are August 1- September 30, 2010. Contractor may be required to work off hours.



CONSTRUCTION SUPPLY & DESIGN

7/20/2010

ORGCN

Base Bid

To: Oregon Convention Center
777 N.E. MLK JR Blvd.
Portland, OR 97201
Phone: (503) 731-7835

From: Bargreen-Ellingson- Portland
Jeremy Edmondson
3232 NW Industrial
Portland, OR 97210-1617
Phone: (503) 345-0717
Fax: (503)345-0738

Project: MERC (BID)
Metro Regional Center
600 NE Grand Ave
Portland OR 97232-2736

attn: Heather Peck

re: OCC-Kitchen Equipment Purchase
and Install Project
Base Bid

Table with 5 columns: Item, Qty, Description, Sell Each, Sell Total. Contains detailed line items for a combi oven and its accessories, including warranty, installation, and racks.

Table with 5 columns: Item, Qty, Description, Sell Each, Sell Total. Contains line item for a fryer.

MERC (BID)

Item	Qty	Description	Sell Each	Sell Total
		side by side		
	3	ea B2101501 Tank cover, 18 gauge light duty, for model SG14/14BNB/PPG14/SG14R, SF14, SF14R	93.50	280.50
	3	ea Natural gas		
	3	ea 115/60/1-ph, 0.7 amps, NEMA 5-15P (fryer controls)		
	3	ea B3901504 Casters, 9" adjustable (set of 4) non-lock rear & lock front casters, ALL Solstice gas and electric fryers, batteries and retherms	137.70	413.10
	3	ea P6072145 Basket, (2) oblong/twin size, 13-1/2" x 6-1/2" x 5-1/2" deep, long handle, regular mesh (shipped std with models "T" SG14, SG14R, SSH55, E14, E14X, E14B, SG14T, 35+, 45+, batteries shipped with (1) per fryer (contact factory for price)		
	1	ea RP14 Fryer Filter, mobile, low-profile design, with pump & hose assembly, 50 lb. fat cap., s/s, for use with all 14 size fryers, reversible pump	1,807.10	1,807.10
	1	ea 120v/60/1-ph, 10 amps, NEMA 5-15P, 1/3 hp, (portable filter voltage) std.		
		Extended Total for Item No. 2:	\$12,257.00	
3	1	ea TILTING SKILLET/BRAISING PAN, ELECTRIC Groen Model No. BPM-40E Packed: each Eclipse™ Ergonomic Braising Pan, electric, 40-gallon capacity, 10" deep pan, 38" pan height, thermostatic controls, manual tilt, standard etch marks, faucet bracket, vented cover, round tubular open leg base, s/s construction, bullet feet, 15.3kw	9,800.00	9,800.00
	1	ea One year limited parts & labor warranty, standard		
	1	ea 208v/60/3-ph, 43.0 amps, std.		
		Extended Total for Item No. 3:	\$9,800.00	
4	1	ea CHARBROILER, GAS, COUNTER MODEL Vulcan Hart Model No. VACB72 Charbroiler, 234,000 BTU, 72"W, countertop, (13) cast iron 18,000 BTU burners with standing pilots and cast iron radiants, manual gas valve controls, stainless steel front, sides, top trim, backsplash & grease trough, cast iron top grates, 4" adjustable legs, CSA, NSF	4,909.64	4,909.64
	1	ea Natural gas, specify elevation if over 2,000 ft.		
		Extended Total for Item No. 4:	\$4,909.64	
5	2	ea GRIDDLE, COUNTER UNIT, GAS Vulcan Hart Model No. 36RRG Heavy Duty Gas Griddle, 82,500 BTU, 36"W x 24"D x 3/4" thick composite plate with stainless steel cooking surface, solid state thermostat every 12", electronic spark ignition & pilot protection, wire knob guards, countertop, low profile, stainless steel front, sides, front top ledge, front grease trough, grease can, heavy gauge 4" back & tapered side splashes, 4" adjustable legs, CSA, NSF, EnergyStar®	3,687.84	7,375.68
	2	ea 1 year limited parts & labor warranty, standard		
	2	ea Natural gas, specify elevation if over 2,000 ft.		
	2	ea 120v/60/1ph, with cord w/NEMA 5-15P		
		Extended Total for Item No. 5:	\$7,375.68	
6	2	ea HOTPLATE, COUNTER UNIT, GAS Vulcan Hart Model No. VHP636 Achiever Hotplate, gas, 36"W, 180,000 BTU total, (6) 30,000 BTU open burners, with lift-off burner heads and standing pilots, cast iron grates, manual gas valve controls, stainless steel front, sides & backsplash, aluminized pull out crumb tray, 4" adjustable legs, CSA, NSF	1,368.82	2,737.64
	2	ea 1 year limited parts & labor warranty, standard		
	2	ea Natural gas, specify elevation if over 2,000 ft.		

MERC (BID)

		Extended Total for Item No. 6:		\$2,737.64	
7	3	ea	EQUIPMENT STAND, FOR COUNTERTOP COOKING Eagle Group Model No. T2472SGS Packed: each Griddle Stand, open base with bottom shelf, 72" x 24", 24"H, 16 gauge type 304 stainless steel top, (6) stainless steel legs, adjustable stainless steel undershelf, adjustable metal feet, 1-1/4" upturn on back and both ends, Uni-Lok® system, NSF	520.38	1,561.14
		Extended Total for Item No. 7:		\$1,561.14	
9	1	ea	BOND Custom Model No. BOND Bond	1,575.00	1,575.00
		Extended Total for Item No. 9:		\$1,575.00	
				Merchandise	176,562.90
				Total	176,562.90

TERMS: Standard terms are 50% deposit with signed order, 40% due 1 week before installation and balance due net 30 days from delivery pending credit approval. For purchases over \$15,000 accepted methods of payment are: Cash, Check, Cashier's check, Wire transfer.

FREIGHT: Freight is an estimation only and is subject to change based on current rates at time of shipping.

UTILITIES: All plumbing, electrical, carpentry, core drilling, HVAC, roof/floor/seismic/structural work, crane rental, plans and permits are not included unless specifically listed in quote.

FACTORY WARRANTY: Quoted Equipment carries only the individual Manufacturer's Standard Warranty unless specifically stated otherwise.

PRICE PROTECTION: This pricing will remain firm for 30 days from date of quote.

RETURNS: Custom fabricated items such as: furniture, fixtures or equipment are not subject to return. Equipment may not be returned without written authorization from Bargreen - Ellingson. When returns are authorized, they are subject to restocking and return freight charges. Credit will not be issued until such time as the merchandise has been inspected and accepted by the manufacturer. Workmanship and equipment is warranted to be free of factory defects for a period of one year.

Acceptance: _____ Date: _____

Printed Name: _____

BARGREEN ELLINGSON

ACCESSORIES SUPPLY & DESIGN

7/20/2010

ORGCN

Alt 1

To: Oregon Convention Center
777 N.E. MLK JR Blvd.
Portland, OR 97201
Phone: (503) 731-7835

From: Bargreen-Ellingson- Portland
Jeremy Edmondson
3232 NW Industrial
Portland, OR 97210-1617
Phone: (503) 345-0717
Fax: (503) 345-0738

Project: MERC- ALT 1
Metro Regional Center
600 NE Grand Ave
Portland OR 97232-2736

Attn: Heather Peck

Re: OCC-Kitchen Equipment
Purchase and Install Project

Item	Qty	Description	Sell Each	Sell Total
1	1	ea FLASHING Pacific Stainless Products Model No. ORGCN1 Custom Stainless: Wall Flashing, 22g fluted with trim, 544"L x 80" Tall, includes tile protector at bottom of flashing, joiner strips to connect sheets, J-molding around exposed outside edges Extended Total for Item No. 1:	3,761.48	3,761.48
2	1	ea FLASHING Pacific Stainless Products Model No. ORGCN2 Custom Stainless: Wall Flashing, 22g fluted with trim, 42" X 264"L x 80" Tall, includes tile protector at bottom of flashing, joiner strips to connect sheets, J-molding around exposed outside edges Extended Total for Item No. 2:	2,117.28	2,117.28
3	1	ea TROUGH Pacific Stainless Products Model No. ORGCN3 Custom Stainless: Floor trough with built in floor and fiberglass grating. Approx 294" Long x 70" Wide, 14 ga s/s construction. End splashes at stainless floor area. Trough to be full length x 26" x 3-1/2" deep. Includes (3) box drains Extended Total for Item No. 3:	13,072.27	13,072.27
4	1	ea CLOSURES Pacific Stainless Products Model No. ORGCN4 Custom Stainless: Hood to ceiling closure panels, 132" x 54" x approx 17" tall Extended Total for Item No. 4:	567.49	567.49
5	1	ea CURB CAP Pacific Stainless Products Model No. ORGCN5 Custom Stainless: 16 ga stainless steel curb cap below items 24, 25, 26. Approx 252" x 30" Extended Total for Item No. 5:	1,276.50	1,276.50
6	1	ea EXTENSION Pacific Stainless Products Model No. ORGCN6	3,284.40	3,284.40

MERC- ALT 1

Item	Qty	Description	Sell Each	Sell Total
Custom Stainless: 14 ga stainless steel floor extension, approx 48" x 252"				
Extended Total for Item No. 6:			\$3,284.40	
7	1	ea DEMO & INSTALL Pacific Stainless Products Model No. ORGCQN7 Install new wall flashing and stainless floor trough. Demo by others, plumbing by others, new tile and drywall (if required) by others. Bid at prevailing wage.	5,172.98	5,172.98
Extended Total for Item No. 7:			\$5,172.98	
8	1	ea INSTALL Pacific Stainless Products Model No. ORGCQN8 Custom Stainless: Additional delivery and installation of stainless steel curb cap and floor extension at prevailing wage	2,794.50	2,794.50
Extended Total for Item No. 8:			\$2,794.50	
9	1	ea BOND Custom Model No. BOND Bond	289.00	289.00
Extended Total for Item No. 9:			\$289.00	
			Merchandise	32,335.90
			Total	32,335.90

TERMS: Standard terms are 50% deposit with signed order, 40% due 1 week before installation and balance due net 30 days from delivery pending credit approval. For purchases over \$15,000 accepted methods of payment are: Cash, Check, Cashier's check, Wire transfer.

FREIGHT: Freight is an estimation only and is subject to change based on current rates at time of shipping.

UTILITIES: All plumbing, electrical, carpentry, core drilling, HVAC, roof/floor/seismic/structural work, crane rental, plans and permits are not included unless specifically listed in quote.

FACTORY WARRANTY: Quoted Equipment carries only the individual Manufacturer's Standard Warranty unless specifically stated otherwise.

PRICE PROTECTION: This pricing will remain firm for 30 days from date of quote.

RETURNS: Custom fabricated items such as: furniture, fixtures or equipment are not subject to return. Equipment may not be returned without written authorization from Bargreen - Ellingson. When returns are authorized, they are subject to restocking and return freight charges. Credit will not be issued until such time as the merchandise has been inspected and accepted by the manufacturer. Workmanship and equipment is warranted to be free of factory defects for a period of one year.

Acceptance: _____ Date: _____

Printed Name: _____

BARGREEN ELLINGSON

PROCESOR, SUPPLY & DESIGN

7/20/2010

ORGCN

Alt 2

To: Oregon Convention Center
777 N.E. MLK JR Blvd.
Portland, OR 97201
Phone: (503) 731-7835

From: Bargreen-Ellingson- Portland
Terry Arellano
General Manager
3232 NW Industrial
Portland, OR 97210-1617
Phone: (503) 227-1161
Fax: (503) 274-9764

Project: MERC (ALT II)
Metro Regional Center
600 NE Grand Ave
Portland OR 97232-2736

attn: Heather Peck

re: OCC- Kitchen Equipment
Purchase and Install Project
ALT II

Item	Qty	Description	Sell Each	Sell Total
1	1	ea HOOD Gaylord Industries Model No. ORGCN1 XG-GBD-BDL-HP-60 Ventilator, 11'0" Built in one section, includes extractor tool, (2) fluorescent lights. Excludes: trim, wall flashing, closure panels, light bulbs, hanger rods, seismic restraints, installation. Extended Total for Item No. 1:	7,381.38	7,381.38
2	1	ea FIRE SAFETY SYSTEM Gaylord Industries Model No. ORGCN2 FP-1 Ansul R-102-ASEF-1T-04 Fire Protection System To Serve New 9'-0" Hood (AREF) COMPLETE SYSTEM INCLUDING APPLIANCE DROPS AND SURFACE MOUNTED DETECTION BRACKETS, WITH FIELD INSTALLATION BY GAYLORD. Ansul Fire System factory pre-piped chemical lines including duct, plenum and appliance drops with all nozzles installed per cooking equipment arrangement on Gaylord approved drawings. All exposed chemical piping chrome plated or chrome sleeved. Includes factory pre-piped detection lines w/ surface mounted detector brackets. Installation by certified factory installers. INCLUDES: Tank(s) & Release Assemblies, Chemical, Detector Cable, Fusible Links w/ Linkage, Expellant Gas Cartridge(s) (Provided by Fire Protection Installer), (1) Remote Manual Pull Station, (1) Gas Valve Per Fire System w/ a Maximum Size of 2-1/2", (1) Manual Reset Relay Per Fire System If Required, Plans & Permits, Parts & Installation of Chemical & Detection Lines from Tanks to Connection Points on Hood, Installation of Tanks & Related Components, Installation of Detector Cable & Fusible Links, Installation of Remote Manual Pull Station, Job Site Repositioning of Nozzles as per Gaylord Approved Drawings, If Required to Meet System Design Requirements, Trip Test & Certification. EXCLUDES: Union Labor & Prevailing Wage, Installation of Gas Valve(s), Electrical Disconnects, Parts & Labor for any Electrical Interconnections, Job Site Repositioning of Nozzles if Cooking Equipment is NOT Installed per Gaylord Approved Drawings, Handheld Fire Extinguishers, Inspection & Servicing, Recessed	4,783.37	4,783.37

Item	Qty	Description	Sell Each	Sell Total
		Ansul Cabinet(s).		
		Extended Total for Item No. 2:		\$4,783.37
4	1	ea BOND	110.00	110.00
		Custom Model No. BOND		
		Bond		
		Extended Total for Item No. 4:		\$110.00
		Merchandise		12,274.75
		Total		12,274.75

TERMS: Standard terms are 50% deposit with signed order, 40% due 1 week before installation and balance due net 30 days from delivery pending credit approval. For purchases over \$15,000 accepted methods of payment are: Cash, Check, Cashier's check, Wire transfer.

FREIGHT: Freight is an estimation only and is subject to change based on current rates at time of shipping.

UTILITIES: All plumbing, electrical, carpentry, core drilling, HVAC, roof/floor/seismic/structural work, crane rental, plans and permits are not included unless specifically listed in quote.

FACTORY WARRANTY: Quoted Equipment carries only the individual Manufacturer's Standard Warranty unless specifically stated otherwise.

PRICE PROTECTION: This pricing will remain firm for 30 days from date of quote.

RETURNS: Custom fabricated items such as: furniture, fixtures or equipment are not subject to return. Equipment may not be returned without written authorization from Bargreen - Ellingson. When returns are authorized, they are subject to restocking and return freight charges. Credit will not be issued until such time as the merchandise has been inspected and accepted by the manufacturer. Workmanship and equipment is warranted to be free of factory defects for a period of one year.

Acceptance: _____ Date: _____

Printed Name: _____