



**MILWAUKIE PLANNING**  
 6101 SE Johnson Creek Blvd  
 Milwaukie OR 97206  
 503.786.7600  
 planning@milwaukieoregon.gov

# Preapplication Request Form

File #: 22-002PA

Meeting Date: 5 / 12 / 2022 Time: 10 AM Location: 6101 SE Johnson Creek Blvd Today's Date:     /     /    

**Applicants and representatives are expected to present a detailed explanation of their proposal at the conference.**

The purpose of the preapplication conference is to acquaint the applicant or applicant's representative with the requirements of the municipal code in preparation for submission of a land use application, including relevant approval criteria, development standards, and procedures. The preapplication conference is not an exhaustive review of all potential issues or requirements. Furthermore, the information provided by the City is not binding, and it does not preclude the City from raising new issues or identifying additional requirements during the land use review process. *(MMC 19.1002 Preapplication Conference)*

Although the primary purpose is as stated above, preapplication conferences may also be used as part of a due diligence process to obtain a higher degree of certainty about a property development. An applicant is not required to be the property owner to request a preapplication conference.

**SITE INFORMATION:**

Site Address: 2149 SE Moores St Map & Tax Lot(s): 11E25BB01900 Zone: I/TSA

**PROPOSAL** (brief description):

Alpha Stone Works needs more warehouse space. Proposing extension of existing steel building from 60' x 60' to 60' x 100'

**APPLICANT:**

Project Contact Name: <u>Rick Canfield</u>	Company: <u>Alpha Stone Works Inc</u>
Mailing Address: <u>2149 SE Moores St Milwaukie OR</u>	Zip: <u>97222</u>
Phone(s): <u>971-340-7291</u>	Email: <u>rick@alphastoneworks.com</u>
# of Expected Attendees: <u>1</u>	<input type="checkbox"/> Owner <input type="checkbox"/> Architect <input type="checkbox"/> Contractor <input checked="" type="checkbox"/> Representative <input type="checkbox"/> Engineer <input type="checkbox"/> Other: <u>          </u>

**REQUESTED MEETING TYPE:**

- Preapplication Meeting—1<sup>st</sup> meeting free; 2<sup>nd</sup> meeting \$50; Subsequent meetings \$100/mtg.**
  - Optional meeting with 2 City staff. No meeting notes are provided by staff.
  - Staff will coordinate meeting date and time once Submittal Information (listed on reverse) is received.
- Preapplication Conference—\$200**
  - Optional or required meeting with 3 or more staff. Meeting notes are provided by staff 2 weeks after the conference.
  - City staff from the Planning, Building, Engineering, and Public Works departments usually attend. Other public agencies (such as the Fire District) may attend as necessary.
  - Appointment times are Thursdays from 10:00 a.m.–11:00 a.m.
  - Appointments are scheduled on a first-come, first-served basis. Preapplication Requests must be submitted during counter hours, and by 12:30 p.m. every Thursday for the first appointment available.
  - Appointments must be made no less than **three weeks** before the desired meeting date for **Major projects** (e.g. commercial, industrial, multi-family, subdivisions) and no less than **two weeks** in advance of the desired meeting date for **Minor projects\*** (e.g. single family, ADUs, partitions).
- Transportation Impact Study Review—\$100**
  - Mandatory second meeting if the project requires a Transportation Impact Study (TIS).
  - To be scheduled after completion of a TIS by the applicant's engineer.

**IMPORTANT INFORMATION ON REVERSE SIDE**

## PREAPPLICATION REQUEST CHECKLIST:

*Once submitted, application materials and applicant information become public record as well as constitute permission for staff to access the site in preparation for the meeting/conference.*

**Preapplication Meeting:** Please submit 3 hard copies of the required information.

Minimum Requirements:

- Completed Request Form and accompanying fee (if any)
- Preliminary site plan and building plans, showing existing and proposed features. (Plans do not need to be professionally prepared, just accurate and reliable.)
- A detailed narrative description of the proposal that clearly identifies the location, existing and proposed uses, and any proposed construction.
- A list of all questions or issues the applicant would like the City to address.

**Preapplication Conference:** Please submit 8 hard copies and 1 electronic copy of the required information. Please refer to the [Development Project Checklist](#) for a list of items that may be applicable to your project.

Minimum Requirements

- Completed Request Form and accompanying fee.
- Narrative: A detailed description of your proposal and any specific questions you have. Include a brief description of the physical context of the site, including a map showing the site and surrounding properties.
- A list of all questions or issues the applicant would like the City to address.
- Proposed elevations
- Site/Plot Plan (8½ x 11 or 11 x 17) that includes (if applicable)
  - Parcel and building setback dimensions
  - Existing and proposed structures
  - Location and dimension of existing and proposed easements, access, and driveways
  - Location of existing and proposed utilities: storm, sanitary sewers, and water (including size of service and street location)
  - Width of adjacent right-of-way
  - Existing streets abutting the property
  - Vehicle and bicycle parking layout (including calculation of required number of spaces, based on use and square footage of building)
  - Slope map (if slope is 25% or more)
  - Significant tree locations (all trees with a caliper over 6 inches)
  - Proposed stormwater detention system with topographic contours
  - Location of onsite and adjacent natural resources
  - Circulation system for vehicles, pedestrians, and bicycles

**For Office Use Only:**

\***Project Type:**  Minor Developments (e.g. single family, ADUs, partitions): 2 weeks required for review  
 Major Developments (e.g. commercial, industrial, multi-family, subdivisions): 3 weeks required for review

Routing:  File                       Planning (2)                       Engineering (2)                       Building  
 Development Manager               Public Works                       Fire                       CD Director (development)

## Questions for warehouse expansion

### Planning:

No setback requirement?

Min 25' height?

15% landscape coverage?

Parking?

Survey needed?

### Building:

Review needed?

### Engineering:

Review needed?



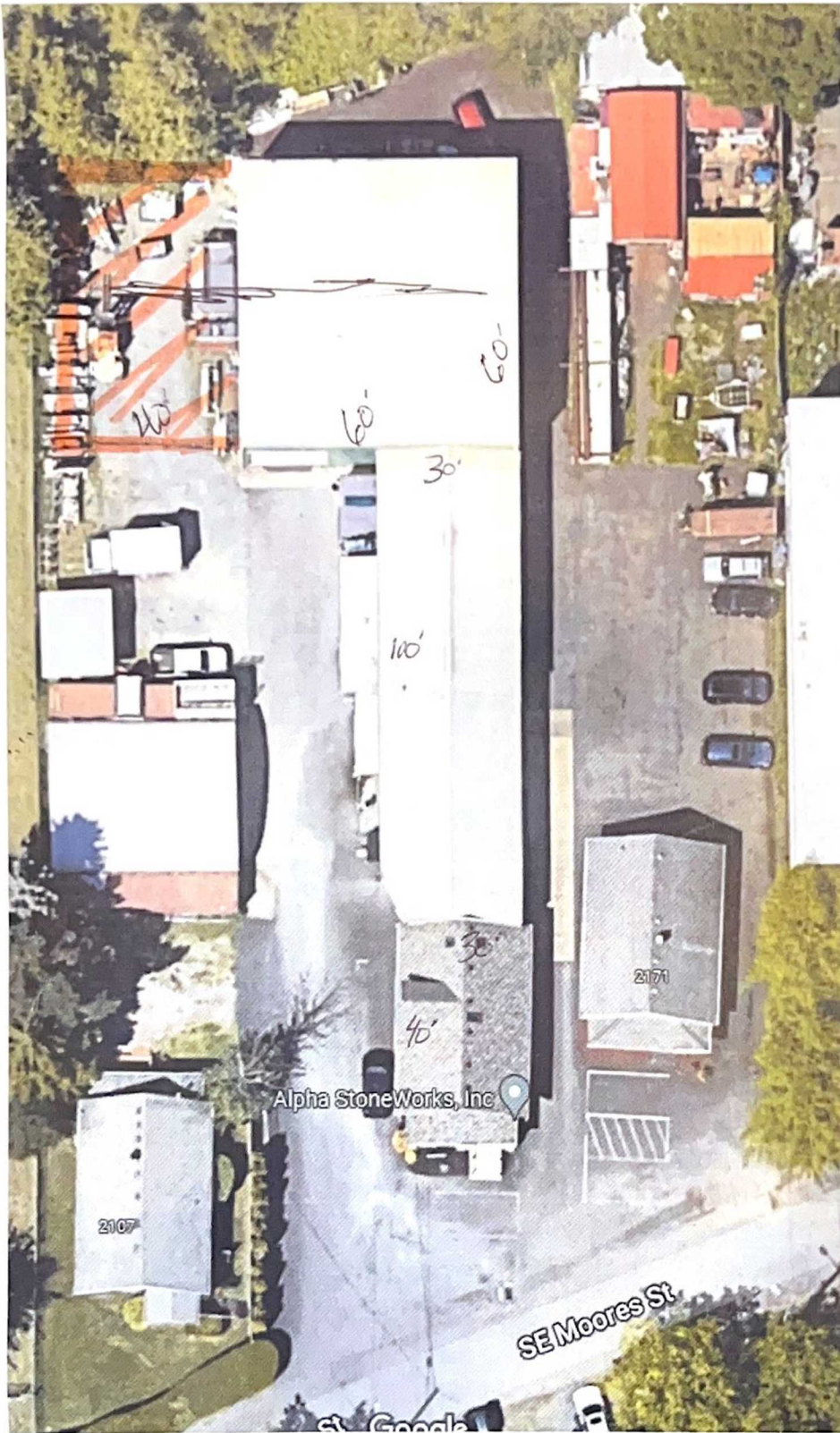


SE Ochoco St

SE Moores St

McLoughlin Blvd





9-1  
M-TH

Planning:

no setback requirement  
minimum 25' height  
85% max bldg coverage  
15% min landscape  
Survey?

Building:

Firewall?

Engineering:

Alpha Stone Works  
Rock Centre bl  
(971) 340-7291  
rick@alphastoneworks.com



2100 N Pacific Hwy.
Woodburn, OR 97071
www.pbsbuildings.com
503-981-9581

Job Number:
Quote Number: 14854 R1
Quote Request: EM0024
Salesperson: Eric Moten

CUSTOMER INFORMATION:

Customer: Alpha Stone Works
Contact: Steve Bear
Address: 2149 SE Moores St
City: Milwaukie State: OR Zip: 97222
Phone: 503-793-7823 Fax:
Cell: Email: sbaer@erectorsinc.com

PROJECT INFORMATION:

Project Name: Shop Extension
Project For: Alpha Stone Works
Address: 2149 SE Moores St
City: Milwaukie State: OR Zip: 97222
County: Clackamas Building Use: Industrial
Desired Delivery Date (subject to factory approval):

BASIC BUILDING:

Building Type: [X] Symmetrical [ ] Single Slope [ ] Lean-to [ ] Other
Width: 60'-0" Length: 40'-0" Back Sidewall Eave Height: 26'-0" Front Sidewall Eave Height: 26'-0"
Roof Pitch: 2 :12 Minimum Rafter Clearance:
Sidewall Bay Spacing: (2) @ 20'-0" Left Endwall Bay Spacing: (3) @ 20'-0"
Special Girt Spacing: Right Endwall Bay Spacing: 60'-0"

DESIGN CODES: Note: It is the builder/contractor responsibility to verify building codes and loadings with the local building department.

Table with columns for Governing Code, Building Code, Risk Category, Roof Load, Collateral Load, Live Load, Dead Load, Wind Load, Wind Speed, Exposure, Enclosure, Snow Load, Ground Snow, Roof Snow, Thermal Factor, Seismic Data, Seismic Design Category, Ss, S1, Sms, Sm1.

FRAMING DATA:

Frame Type: Standard Rigid Frame Interior Column Spacing:
[ ] Straight Exterior Columns [ ] No Flange Braces on Columns [ ] Special, See Notes
Structural Finish: Standard Enamel Color Note: Structural finish color must be selected at time of Approvals.
Left Endwall Frame: Post and Beam Front Sidewall Bracing: X-Bracing Back Sidewall Bracing: X-Bracing
Right Endwall Frame: Half-Loaded Rigid Frame Left Endwall Bracing: X-Bracing Right Endwall Bracing: None
Eave Condition: Gutters and Downspouts Front Sidewall Girts: Bi-Pass Back Sidewall Girts: Bi-Pass
Base Condition: Base Angle Left Endwall Girts: Bi-Pass Right Endwall Girts: Open

SHEETING: Note: Includes standard color; one roof, one wall, and one trim. Colors must be selected at time of Approvals.

Roof Panels: PBR Gauge: 26 Finish: Painted Screw Length: Per Design
Wall Panels: PBR Gauge: 26 Finish: Painted Screw Length: Per Design

INSULATION:

Roof Insulation: None Use Thermal Block: [ ] Yes [ ] No Insulation by PBS: [ ] Yes [ ] No
Wall Insulation: None Use Thermal Tape: [ ] Yes [ ] No Insulation by PBS: [ ] Yes [ ] No

ROOF & WALL FRAMED OPENINGS:

Table with columns: Qty, Width, Height, Type, Location, Sill Height. Row 1: 1, 14'-0", 14'-0", Overhead Door, Front Sidewall.

<b>ROOF EXTENSIONS:</b>						
Extension: <b>None</b>	Location:			Soffit:		
Width:	Start Bay:	End Bay:	Columns <input type="checkbox"/>	Gauge:	Finish:	
Extension: <b>None</b>	Location:			Soffit:		
Width:	Start Bay:	End Bay:	Columns <input type="checkbox"/>	Gauge:	Finish:	
<b>CANOPIES:</b>						
Location: <b>None</b>	Roof Panels:		Height:	Soffit:		
Width:	Start Bay:	End Bay:	Slope:	Columns <input type="checkbox"/>	Gauge:	Finish:
Location: <b>None</b>	Roof Panels:		Height:	Soffit:		
Width:	Start Bay:	End Bay:	Slope:	Columns <input type="checkbox"/>	Gauge:	Finish:
<b>PARTITION WALLS:</b>						
Orientation: <b>None</b>	Bay Spacing:			Panels:		
Length:	Offset Left:	Insulation:		Gauge:	Finish:	
Orientation: <b>None</b>	Bay Spacing:			Panels:		
Length:	Offset Left:	Insulation:		Gauge:	Finish:	
<b>LINER PANELS:</b>						
Location: <b>None</b>	Notes:			Panels:		
Start Bay:	End Bay:	Height:	<input type="checkbox"/> Liner Trim	Gauge:	Finish:	
Location: <b>None</b>	Notes:			Panels:		
Start Bay:	End Bay:	Height:	<input type="checkbox"/> Liner Trim	Gauge:	Finish:	
<b>ACCESSORIES:</b>						
Qty: 1	3070 Insulated Walk Door		Notes: Includes lever-lockset and deadbolt			
Qty:			Notes:			
Qty:			Notes:			
Qty:			Notes:			
<b>NOTES:</b>						
*** It is the customer's responsibility to verify building codes and loadings with the local building department.						
1. Standard X-bracing.						
2. Post and beam end frame at the left endwall, half-loaded rigid end frame at the right endwall.						
3. 26 gauge painted PBR roofing and siding.						
4. Right endwall opened and flashed to existing building PBS job #06-6598. APPLY crane loads from Original job.						
5. Monolithic slab foundation design included in this contract. Foundation design to be released after PBS engineered plans have been completed. Foundation design excludes: retaining wall, stem wall, and/or pits.						
<b>CONTRACT AMOUNT:</b> Volatile Steel Market: Please see Section 16 under Terms and Conditions regarding material costs.						
Price: <b>\$58,800.00</b>	Building Package F.O.B. Job Site			Weight: <b>20,104 lbs.</b>		
Terms: <b>20% down payment at time of order, balance due upon delivery.</b>						
• Sales tax, anchor bolts, and concrete design are not included unless otherwise noted.						
<b>ALTERNATES:</b>						
				<b>Price</b>	<b>Initials</b>	
Alt 1						
Alt 2						
Alt 3						
<b>PACIFIC BUILDING SYSTEMS</b>						
Manufactured by: Truss "T" Structures, Inc. 2100 N Pacific Highway Woodburn, OR 97071				Buyer's Signature: _____ Buyer's Name: _____ Billing Address: _____ Accounts Payable Email: _____ Reseller Permit #: _____ Date: _____ PO #: _____		
By: _____ Authorized Signature				Title		



**1. DEFINITIONS:**

These terms and conditions and the Quote/Contract, along with all attachments, prepared by Seller for Purchaser are together referred to as the "Agreement." As used in Agreement, "Seller" shall mean Truss "T" Structures Inc. dba Pacific Building Systems, an Oregon corporation, and "Purchaser" shall mean the person or entity identified as customer in the Quote/Contract.

**2. PRODUCT:**

This Agreement covers only the Seller's standard metal building system components and related accessories identified in the Quote for Purchaser and does not include any construction or installation services. The terms and specifications set forth on Seller's Contract/Quote shall control, notwithstanding any specifications or instructions provided by Purchaser. Any deviation from the Seller's standard specifications will be specified in the Notes section of the Contract/Quote. Seller reserves the right to substitute materials as it sees fit without notice to purchaser to meet Seller's standards specifications.

**3. COMMON INDUSTRY PRACTICES:**

"The Common Industry Practices" in the current edition of the Metal Building Manufacturer's Association ("MBMA") Building Systems Manual, are incorporated into this Agreement by reference. The "Common Industry Practices" apply to this transaction unless the terms thereof conflict with the express terms of this Agreement in which event the terms of this Agreement shall govern.

**4. TERMS OF PAYMENT:**

4.1 If the total amount of this Agreement is less than \$250,000.00 then 20% is due at the time Seller accepts this Agreement, the remaining balance to be paid Cash on Delivery ("C.O.D.") or tender accepted by Seller prior to any unloading of materials and/or components.

4.2 If the total amount of this Agreement is greater than \$250,000.00 then 20% is due at time Seller accepts Agreement, 40% prior to any fabrication process and/or purchasing of materials and the remaining balance to be paid Cash on Delivery ("C.O.D.") or tender accepted by Seller prior to any unloading of materials and/or components.

4.3 If this Agreement contains hangar door(s), in addition to the payment terms stated above, Purchaser shall pay 50% of the total cost of the door at time that Seller accepts this Agreement and 50% at time of fabrication of the hangar door by the manufacturer.

4.4 Payments which are not paid when due shall accrue late fees of one and one-half per cent (1.5 %) per month on the unpaid balance until paid. Purchaser will pay all Seller's costs of collecting or securing any amount due hereunder, including lien expenses, reasonable attorney's fees and litigation expenses. No retainage by Purchaser is permitted. If Purchaser fails to make the payments required by this Agreement, Seller may suspend performance to include, without limitation, design, fabrication or delivery of Products until payment is made, including any and all added costs related to unpaid payment. Purchaser shall pay Seller's costs of engineering, work orders, purchase of out-sourced materials or services, processing, detailing, and production of all approval, permit, erection, or similar drawings and work completed.

**5. TAXES:**

Unless otherwise specified, taxes are not included in the sales price and will be paid by Purchaser. Applicable taxes will be charged unless appropriate documentation (resale certificate) is submitted to Seller authorizing exemption from payment of taxes prior to acceptance of this Agreement.

**6. DELIVERY:**

Delivery will be scheduled by Seller when engineered drawings have been completed for the location identified in the Quote/Contract. Seller may adjust the delivery schedule due to product or design changes, credit hold, Purchaser or End Customer design or fabrication holds or any other delay caused by Purchaser or End Customer ("Purchaser Delays"). If at any given time the Seller experiences delays out of Seller's control, the price provided in this Agreement may be increased by Seller until date of shipment by any additional costs incurred by Seller, including lost engineering and detailing hours, rescheduling fees, and increased material costs. Such price increases shall be implemented by change order issued by Seller. Purchaser agrees to make available a safe location for unloading. If, in the opinion of the Seller's driver or carrier service the delivery of materials and/or components is deemed as unsafe or impractical to reach the site to off-load, delivery shall be that place where off-loading may reasonably proceed. Each load shall be unloaded by the Purchaser at the time and date of scheduled delivery with a maximum unload time of 2 hours per load. If this does not occur, the Purchaser agrees to pay additional fees of \$75 per hour per load. Purchaser also agrees to off load and reload material destined for other sites at no cost to Seller.

**7. INSPECTION PERIOD:**

Purchaser shall have fifteen (15) business days to inspect the product after delivery by Seller's driver or Carrier Service. If Purchaser does not deliver to Seller notice objecting to any defects or non-conformity of the product in accordance to this Agreement within the fifteen-day inspection period, then Purchaser will be deemed to have accepted delivery of the product and limit Purchaser to the remedies provided for under this Agreement. WARNING: This material is subject to severe water damage if moisture is allowed to get between the parts; therefore, it MUST BE STORED UNDER COVER and one end elevated to allow for drainage until erected. If moisture is allowed to get between the parts "RUST" or "PAINT LIFT OFF" may occur. Seller shall have no responsibility or liability for damage resulting from improperly stored product and Purchaser assumes full responsibility for the condition of the Product following delivery.



**8. SHORTAGES & BACK CHARGES:**

Seller shall not be responsible for loss or damage to Products after delivery. Seller will not pay any claims or accept any back-charges from the Purchaser related to correction of errors and repairs unless the following procedure is followed: (1) Purchaser, prior to any correction or repair, must provide Seller with a written notice describing the problem; (2) Purchaser must provide Seller with sufficient information to allow Seller to evaluate the problem; determine the estimated amount of man-hours needed and Products required; and determine the direct cost to the Purchaser to correct the problem; and (3) If Seller determines that correction is necessary, Seller will authorize the corrective process by issuing the Purchaser a written authorization. After receiving the authorization, the Purchaser can make the corrections. The hourly labor rate for work to be approved by Seller prior to any commencement of work, only Seller approved labor rate will be charged. COST OF EQUIPMENT (RENTAL EXPENSE, VALUE OR DEPRECIATION), TOOLS, SUPERVISION, OVERHEAD AND PROFIT, DELAY CHARGES OR CONSEQUENTIAL, LIQUIDATED OR INCIDENTAL DAMAGES ARE EXCLUDED. SELLER WILL NOT BE LIABLE FOR ANY CLAIMS OR BACK CHARGES PERFORMED WITHOUT SELLER'S PRIOR AUTHORIZATION. FREIGHT DAMAGE MUST BE NOTED ON SHIPPING DOCUMENTS AND NOTICE MUST BE GIVEN TO SELLER PRIOR TO THE CARRIER LEAVING THE DELIVERY SITE. SHORTAGES MUST BE REPORTED WITHIN FIFTEEN (15) BUSINESS DAYS FOLLOWING SHIPMENT. ALL OTHER CLAIMS MUST BE SUBMITTED WITHIN THREE (3) MONTHS OF DELIVERY. Any legal action or proceeding by Purchaser for breach of this Agreement must be commenced within one (1) year from date of delivery or the date. Any claims which have not been asserted by written notice within the designated periods of time are waived.

**9. PURCHASER DELAYS:**

If, at Purchaser's request, Seller agrees to delay release to fabrication or delivery schedule, after approval drawings are accepted then Purchaser agrees to pay lost engineering, detailing hours, and rescheduling fees. If, at Purchaser's request, Seller agrees to delay delivery of Products after commencement of fabrication, then Purchaser shall make full payment at time of Seller invoice. Risk of loss shall be assumed by Purchaser upon notice that the Products are fabricated. Upon written request from Seller, Purchaser shall provide reasonable evidence of property insurance on the Products and designate Seller as loss payee. Seller may charge Purchaser a reasonable storage charge per day until actual shipment. Storage charges are due prior to delivery of the Product.

**10. LIMITED WARRANTY:**

Seller warrants its products against defects in material and defects in fabrication of the products from that specified in the Quote/Contract for a period of one (1) year from date of delivery to Purchaser. Damage or failures due to faulty or improper handling, storage, or erection by Purchaser or others are not covered by this Warranty, including without limitation defects in paint and rust. This Warranty is further limited by the following: (1) The Products must be erected promptly after shipment to Purchaser; (2) Damages from outside sources, misuse and abuse, lack of proper maintenance (including removal of excessive loads such as snow and ice), unauthorized modification or alteration to the Products, addition of unspecified collateral loads, damages caused by negligence of others, or natural storms imposing loads beyond specified design loads, and normal wear and tear are excluded from this Warranty. This Warranty does not cover goods, materials, inventory, accessories, parts or attachments or other property which are not manufactured by Seller. This Warranty is non-assignable and non-transferable. THE WARRANTY SET FORTH ABOVE IS SUBJECT TO THE LIMITATIONS SPECIFIED, AND THIS AGREEMENT EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE

**11. EXCLUSIVE REMEDIES:**

Purchaser's exclusive remedy is that Seller will, at its option, either repair or replace defective or non-conforming component(s). If for any reason, Seller is unable to reasonably remedy the breach of warranty by repair or replacement of defective component(s), as determined by Seller in its sole discretion, then Purchaser's sole and exclusive remedy is for a refund of the cost of-the defective or nonconforming components.

**12. CONSEQUENTIAL, INCIDENTAL AND LIQUIDATED DAMAGES:**

SELLER SHALL NOT BE LIABLE TO PURCHASER, OR ANY OTHER PARTY, FOR INCIDENTAL, LIQUIDATED, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY TYPE, including, but not limited to, loss of profits, loss of rents, loss or expense arising from any building or plant closing, construction or completion delays, labor or overhead expense, increased operating expense, increased insurance or maintenance expense, business interruption, damage or loss to inventory or any other property, or any other type of consequential, incidental, or special loss or damage whatsoever, whether claims for such damages or losses shall be based upon contract warranty, tort, negligence, strict liability, or any other cause of action.

**13. FORCE MAJEURE:**

Seller shall have no liability for delay, failure to fabricate or deliver the Products caused directly or indirectly by fire, strike, act of God, war, insurrection, terrorism and any disruption of supply, transportation or essential services, acts of government, floods, storms, damage or delay of procuring essential materials or materials specially ordered by Purchaser which must be purchased by Seller, excessive backlog, or other acts or circumstances beyond the reasonable control of Seller. Seller shall give Purchaser reasonable notice of an occurrence of a Force Majeure event and Seller's time for performance shall be deemed extended for a sufficient time to reasonably complete performance under the circumstances.

**14. PURCHASE SPECIFICATIONS:**

It is Purchaser's responsibility to determine the intended use and end use of the building in which the products will be incorporated, and to determine and specify all loading for the building, including, but not limited to, live load, wind load, snow load, collateral, mechanical or auxiliary loads, seismic data, importance and exposure factors, and all requirements for compliance with applicable building codes, statutory and regulatory requirements pertaining to the products and completed structure, this responsibility will not be performed by Seller. If project plans or any form of project documentation has been submitted to Seller for use of building estimation and/or conformity to Purchaser's project it is the Purchaser's responsibility to ensure the project documentation and this Agreement coincides and will fulfill the Purchaser's and/or End User's desired end product, it is not the Seller's responsibility to ensure products and components that are not considered Seller's standard metal building system components be included based off any and all Purchaser provided documentation and/or information. Purchaser acknowledges that Seller is not a Design Professional, Engineer of Record or architectural firm.

**15. ERECTION:**

Purchaser acknowledges that the Products must be erected in accordance with Seller's erection drawings, details, manuals and any applicable erection specifications. Seller has no responsibility for erection, supervision of erection, or inspection of erection of the Products. Field connections, structural connections, bracing to structural systems provided by others are not the responsibility of Seller. Purchaser shall indemnify, defend and hold Seller harmless from all claims, actions, damages, losses or expenses, including without limitation reasonable attorney's fees and litigation expenses, arising from personal injuries or property damage resulting from (1) noncompliance with Seller's erection plans and specifications; (2) negligent or faulty erection of the products by Purchaser or its subcontractors; (3) inadequate structural systems, connections, or bracing provided by any other firm other than Seller; or (4) any breach of any of Purchaser's obligations under this Agreement.

**16. ACCEPTANCE, APPROVAL, CHANGE ORDERS AND CANCELLATION:**

This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signature, facsimile or email transmission of any signed original document, and retransmission or email of any signed facsimile or email transmission, shall be the same as delivery of an original. This Agreement will be considered approved only after Seller has supplied to the Purchaser approval drawings based off this Agreement, at that time it will be the Purchaser's responsibility to fulfill any insufficient data, approve color choices, date, sign, and return approval drawings to Seller before this Agreement can and will be considered approved. If any delays by Purchaser after approval drawings are accepted then Purchaser agrees to pay lost engineering, detailing hours, and rescheduling fees. Seller will not perform or proceed forward in any process, design, engineering or detailing without Purchaser approval. If any changes and/or modifications are made to this Agreement, Seller will provide to Purchaser a written notice of change (Change Order) to the Agreement. PBS reserves the right to pass on material cost increases (from PBS suppliers) occurring after date of signed contract. You will be notified of any cost that will be incurred prior to fabrication of your project. The Seller may stop and or hold the process of this Agreement until the Seller has received from Purchaser approved changes (Signed Change Order). Purchaser may cancel this Agreement by giving written notice to Seller. In the event of such cancellation the Purchaser agrees to pay Seller the actual costs and damages incurred by Seller, which include, but are not limited to, lost profits, incidental damages in preparation to perform this Agreement and Seller's expenses of order processing, engineering, detailing, purchase of material and fabrication.

**17. BENEFIT:**

Purchaser may not assign, transfer or delegate this Agreement or any interest or obligation herein. This Agreement shall bind and benefit only Seller and Purchaser; shall not benefit any other persons or entities ("Third Parties"); and shall not be deemed to create any rights in favor of any End Customer or Third Parties, whether or not referred to in this Agreement.

**18. ENTIRE AGREEMENT:**

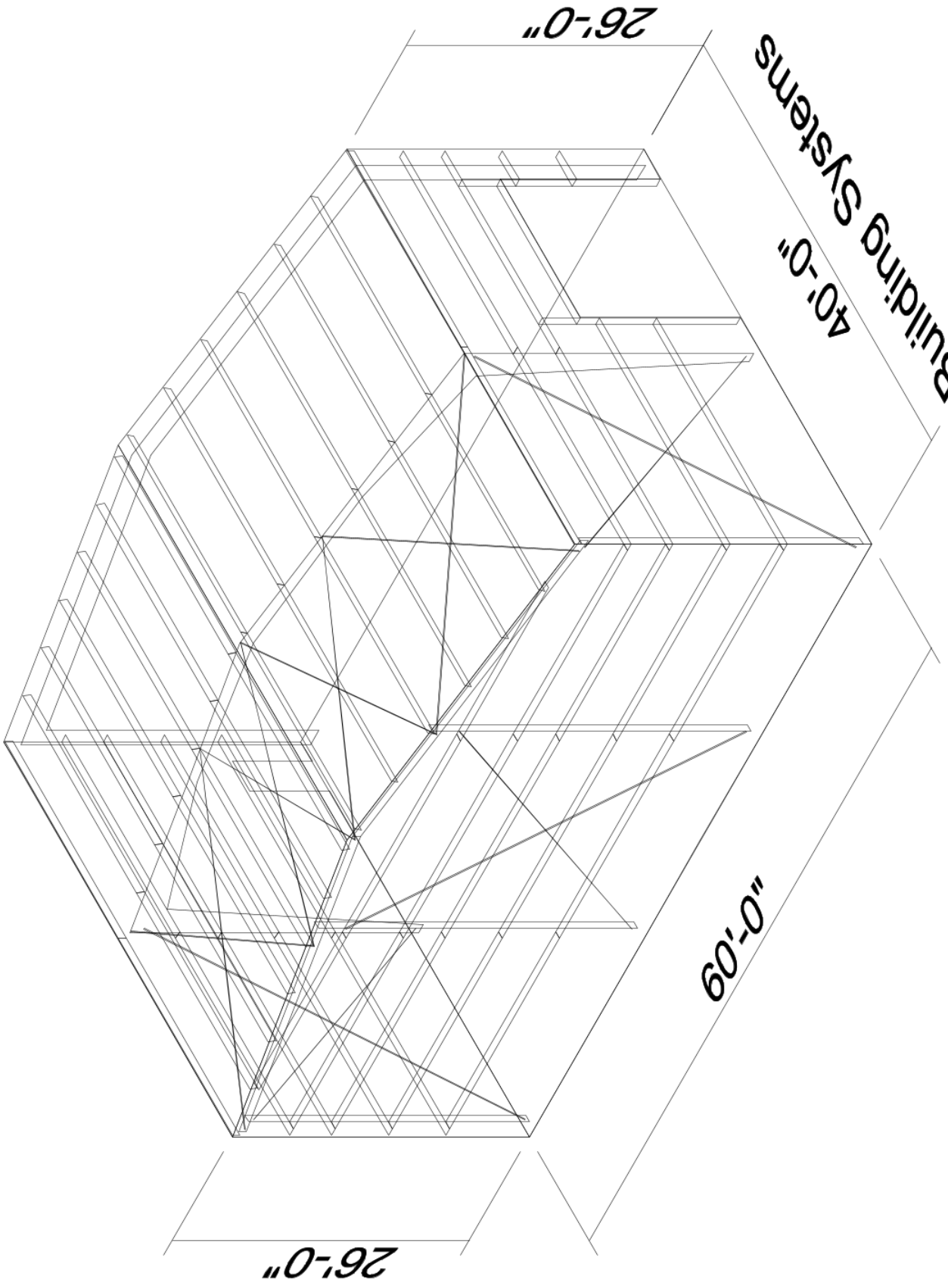
This Agreement sets forth the entire agreement of the parties. There are no representations, terms, warranties or undertakings except as stated in this Agreement.

**19. SEVERABILITY:**

If any provision of this Agreement is found to be invalid or unenforceable under applicable law, such provision shall be severable and the remaining provisions of this Agreement shall remain in full force and effect. The headings of the paragraphs of this Agreement are for convenience of reference and shall not limit or otherwise affect any provisions of this Agreement.

**20. APPLICABLE LAW & JURISDICTION:**

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of laws. The sole and exclusive jurisdiction and venue for any legal action arising from this Agreement (excluding enforcement of liens against End Customers) shall be the state courts in Marion County, Oregon. Purchaser consents to such jurisdiction and venue and waives and covenants not to assert any defense thereto.



Pacific Building Systems

60'-0"

26'-0"

26'-0"