

Board of Commissioners

Robert Stevens – Chairman
Frank Spence – Vice-Chair
Tim Hill – Secretary
James Campbell – Treasurer
Dirk Rohne – Assistant Secretary/Treasurer

422 Gateway Ave, Suite 100
Astoria, OR 97103
Phone: (503) 741-3300
Fax: (503) 741-3345
www.portofastoria.com

Workshop Session

July 16, 2024 at 4:00 PM
422 Gateway Ave, Suite 100

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting by calling the Port of Astoria at (503) 741-3300.

*This meeting will also be accessible via Zoom. Please see page 2 for login instructions.

Agenda

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. CHANGES/ADDITIONS TO THE AGENDA
5. PUBLIC COMMENT
This is an opportunity to speak to the Commission for 3 minutes regarding any topic. In person, those wishing to speak must fill out a public comment form. Those participating via Zoom may raise their hands during the public comment period.
6. AWARD PRESENTATION
 - a. Northwest Oregon Works Grant 3
7. ACTION
 - a. Review and Approve Lease Agreement for Suite 209 4
 - b. RFE# 0190 East Basin Marina Fish Gut Barge Repair 43
 - c. RFE# 0191 Flat Bed for Maintenance Truck 45
 - d. Resolution 2024-05 Amending Public Contracting Rules and Procedures 52
8. COMMISSION COMMENTS
9. EXECUTIVE DIRECTOR COMMENTS
10. UPCOMING MEETING DATES
 - a. Regular Session – August 6, 2024 at 4:00 PM
 - b. Workshop Session – August 20, 2024 at 4:00 PM
11. ADJOURN

Please Note:

Agenda packets are available online at: <https://www.portofastoria.com/CommissionMeetings/AgendaMinutes.aspx>

Please allow time for the normal posting procedure for agendas and meeting packets.



Board of Commissioners

HOW TO JOIN THE ZOOM MEETING:

Online: Direct link: <https://us02web.zoom.us/j/86905881635?pwd=amhtTTBFcE9NUeIxNy9hYTFFPQTizQT09>
Or go to [Zoom.us/join](https://zoom.us/join) and enter Meeting ID: 869 0588 1635, Passcode: 422

Dial In: (669) 900-6833, Meeting ID: 869 0588 1635, Passcode: 422

This meeting is accessible to persons with disabilities or persons who wish to attend but do not have computer access or cell phone access. If you require special accommodations, please contact the Port of Astoria at least 48 hours prior to the meeting by calling [\(503\) 741-3300](tel:5037413300) or via email at admin@portofastoria.com.

STATEMENT OF WORK (SOW)
Maritime/IE grant fund
Between Northwest Oregon Works ("Client") and Port of Astoria

Date: 6/17/2024

Client Representative: Len Tumbarello (Maritime Program Coordinator)

Phone Number: 541-921-9719

Email Address: leonard@nworegonworks.org

Description of Work/Goals:

Goal – The goal of this project is to procure a used forklift with 15K pound lifting capacity for the Port of Astoria to conduct daily marine-related industrial tasks. Additionally, this forklift will replace the current 50+ year old forklift.

Current Snapshot – The Port of Astoria has identified the desired forklift on the State of Oregon Surplus property site. This forklift will allow the Port of Astoria to maintain full operational capacity of boatyard operations such as vessel repair, equipment mobilization, freight movement and transport of fishing gear.

Expected Output – This forklift will help the overall viability and operational capacity of the Port of Astoria. The Marine Marine-related industrial activity at the boatyard provides opportunity for several sub-contracting specialties, including fiberglass rehabilitation and repair, marine vessel painting, sandblasting, welding, and mechanical trades like electrical and plumbing. Informal training in these trades occurs every day as sub-contractors and their employees practice their trades. By providing facilities to maintain the vessels — particularly commercial fishing vessels — the boatyard serves as a critical link in the commercial fishing industry economic ecosystem, which contributes hundreds of millions of dollars to the Oregon economy every year. As an example, commercial fish landings on Pier 2 West (immediately adjacent to the Pier 3 boatyard) contribute just over \$100 million to Clatsop County annually (\$132M statewide). This forklift will serve a critical function in daily boatyard operations, thereby supporting this important regional economic engine.

Forklift and Shipping Totals:

Forklift: \$10,000

Shipping: \$1,800

Total: \$11,800

Requirements: The Maritime Sector Coordinator, Len Tumbarello, will personally present the check for these funds at the Port of Astoria in July 2024. Advanced notice will be given and pictures will be taken during the presentation.

Client represents and warrants that (i)Client has the power and authority to enter into this Agreement; (ii)No software or content provided by Client shall invade or violate any right of privacy, personal or proprietary right, or other common law statutory right.

Port of Astoria

Name: Will Isom

Title: Executive Director

Date:

By:

Program Administrator Authorized Signature

NW Oregon Works

Name: Heather DeSart

Title: Executive Director

Date: 6/18/2024

By: 
Authorized Signature

COMMERCIAL LEASE AGREEMENT

Date: May 15, 2024

Between: Port of Astoria
422 Gateway Avenue, Suite 100
Astoria, Oregon 97103
Ph: 503-741-3300 (“Port”)

And: MacArthur Theriot LLC
Aaron and Kathleen Theriot
336 Alameda Avenue
Astoria, OR 97103 (“Tenant”)

1. **PREMISES.** Port leases to Tenant and Tenant leases from Port the following described property (“Premises”) according to the terms and conditions stated herein (“Lease”).

10 Pier 1, Suite 209
Astoria, OR 97103
(1404 Square Feet)
[Map is attached as Exhibit A.]

2. **TERM.** The Term of the Lease shall be as follows:

- 2.1 The original term (“Original Term”) of this Lease shall be five (5) years, commencing on August 1, 2024 (“Commencement Date”). Tenant’s obligations under this Lease shall commence on the Commencement Date.
- 2.2 **Renewal Term.** Unless terminated as provided herein, the Lease shall automatically renew on a month-to-month basis (each successive *monthly* period defined as a “Renewal Term”).
- 2.3 **Amendment.** Port reserves the right to amend the terms and conditions of the Lease at the end of the Original Term or at the end of any Renewal Term.

3. **POSSESSION.** Tenant’s right to possession shall commence on August 1, 2024 [the Commencement Date].

4. **CONDITIONS FOR OCCUPANCY.** Tenant’s occupation of the Premises is conditioned upon the following:

- 4.1 **Zoning.** Occupancy is permitted under local zoning ordinances or by obtaining a Conditional Use Permit.
- 4.2 **Highest and Best Use.** The Port does not have a higher and better use for the Premises based on rental income, creation of employment opportunities, or other criteria as determined by the Port.

5. **RENT.** During the Term of the Lease, Tenant shall pay to Port the following Rent:

- 5.1 **Base Rent.** Tenant shall pay to Port as Base Rent the sum of \$2,386.80 per month.

- 5.2 Additional Rent. In addition to the Base Rent, Tenant shall pay as Additional Rent all taxes (including property taxes), insurance costs, utility charges, and any other sum that Tenant is required to pay to Port or third parties under this Lease.
- 5.3 Escalation. The Base Rent shall be increased in the month of August 2025, and every August thereafter during the Lease Term, by a percentage equal to the Percent Annual Increase in the Consumer Price Index published by the United States Bureau of Labor Statistics of the United States Department of Labor (the "CPI"), using the most recently published index titled "CPI-All Urban Consumers, Area West (1982-84=100)," or the nearest comparable data if such index is no longer published. In no event shall the Base Rent be reduced below that of the prior year.

6. PAYMENT TERMS.

- 6.1 First and Last Month's Rent. First and last month's Base Rent shall be payable in advance prior to occupancy.
- 6.2 Due Date. Rent shall be payable in advance on the first (1st) day of each month at the Port address on Page One (1) of this Lease. Additional Rent shall be paid in the manner specified on the invoice for the charges.
- 6.3 Forms of Payment. Acceptable forms of payment are:
- | | |
|---|---|
| <input checked="" type="checkbox"/> Check | <input checked="" type="checkbox"/> Money Order |
| <input checked="" type="checkbox"/> ACH | <input type="checkbox"/> Other _____ |
- 6.4 Late Charges. Any Rent or other payment to the Port required of Tenant under this Lease, including but not limited to Additional Rent, not paid within ten (10) days after it becomes due, shall bear compound interest at the rate of nine percent (9%) per annum (but in no event exceeding the maximum rate of interest permitted by law) from the due date until paid. In addition to interest, the Port may charge and collect as a penalty a late charge equal to five percent (5%) of the amount of the late payment.
- 6.5 Other remedies. In addition to any Late Charges, the Port shall have all other remedies available at law for Tenant's default. Collection of a Late Charge shall not be in lieu of nor be deemed a waiver of the breach caused by the late payment.
- 6.6 Collections: Per ORS 697.105, if Tenant has an overdue balance, it may be assigned to a private collection agency for collection. A collection fee will be added to the Tenant's overdue balance if assigned to a private collection agency. The amount of the fee shall be equivalent to the amount charged to the Port by the collection agency to collect the overdue balance.

7. SECURITY DEPOSIT.

- 7.1 Amount. In addition to payment of First and Last Month's Rent under paragraph 6.1, Tenant shall deposit with Port the sum of \$3,580.20 (1.5 x Base Rent) as security for Tenant's faithful performance and observance of the terms, provisions and conditions of this Lease ("Security Deposit"). Port shall not be required to keep the Security Deposit separate from its general funds, and Tenant shall not be entitled to interest on the Security Deposit.
- 7.2 Deductions on Termination. Upon moving out of the Premises, Tenant shall be responsible for the costs to the Port of carpet-cleaning and rekeying the Premises, which amounts will be deducted from the Security Deposit.

- 7.3 Deductions Upon Default. If Tenant defaults on any of the terms, provisions, or conditions of this Lease, including without limitation the payment of Base Rent and Additional Rent when due, Port may use, apply, or retain any part of the Security Deposit required for the payment of costs incurred by Port by reason of Tenant's default, including but not limited to costs to remedy any damages or deficiencies required to be remedied for Port to reenter or relet the Premises. Deductions Upon Default shall be in addition to, and not in lieu of, any Deductions on Termination due under paragraph 7.2 of this Lease.
- 7.4 Deposit Reimbursement. If Port is required to deduct any portion of the Security Deposit in accordance with the provisions of this Lease, upon demand Tenant will immediately reimburse Port for the amount of the Security Deposit so deducted to fully restore the Security Deposit required under paragraph 7.1 of this Lease
- 7.5 Return of Deposit. Except as provided in paragraph 17.4 of this Lease, upon Tenant's full and faithful compliance with all of the terms, provisions, covenants and conditions of this Lease, including but not limited to delivery of possession of the Premises to Port as provided herein, the Security Deposit, less any deductions due to Port in accordance with this Lease, shall be returned to Tenant within thirty (30) days of the effective date of termination.
- 7.6 Attempted Assignment Void. Tenant shall not assign or encumber, or attempt to assign or encumber, the Security Deposit, and neither Port nor its successors or assigns shall be bound by any such assignment, encumbrance or attempted assignment or encumbrance. Any such assignment shall be void.

8. USE OF THE PREMISES.

- 8.1 Permitted Use. The Premises shall be used for a chiropractic services office ("Permitted Use") and for no other purpose without the consent of Port, which consent shall not be unreasonably withheld. If this use is or becomes prohibited by law or governmental regulation, or the Conditions for Occupancy cease to apply pursuant to Section 4 of this Lease, this Lease shall terminate on thirty (30) days' written notice to Tenant.
- 8.2 Parking. Tenant shall be provided two (2) parking permits which will allow non-exclusive parking adjacent to the 10 Pier 1 Building. In addition, Tenant, its customers, agents and invitees shall have the non-exclusive right to use common parking areas on Port properties. Additional parking permits adjacent to the 10 Pier 1 Building may be purchased from the Port.
- 8.3 Terms of Use. In connection with the Permitted Use, Tenant shall:
- (1) Comply, at Tenant's sole cost and expense, with all applicable laws, rules, and regulations of Port and any other public authority, including but not limited to complying with all applicable permitting and licensing requirements and all directives and orders issued by any regulatory agency. Unless expressly stated otherwise in this Lease or prohibited by law, penalties for violations of Port rules and regulations shall be in addition to, and not exclusive of, Port's remedies under this Lease.
 - (2) Refrain from any activity that would make it impossible for Port to insure the Premises against casualty; increase the insurance rate to the Port; or prevent Port from taking advantage of any ruling of the Oregon Insurance Rating Bureau or successor that enables Port to obtain reduced premium rates for fire and/or casualty insurance policies, unless Tenant pays the additional cost of the insurance as Additional Rent.
 - (3) Refrain from any use that would be reasonably offensive to the public or to occupants or users of neighboring premises, or that does or may create a nuisance or damage the structural value or commercial reputation of the Premises. Such uses may include, but are not limited to, causing or permitting the presence or accumulation of garbage, refuse, or other debris that may attract pests or

vermin and/or emit a foul odor; obstructing Common Areas, public walkways, parking areas, or any other area outside the Premises; or creating or allowing the presence of any condition that creates a hazard to the health or safety of any person.

- (4) Refrain from loading the electrical system or floors beyond the point considered safe by a competent engineer or architect selected by Port.
- (5) Refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the exterior or interior walls, windows, or roof of the Premises without the written consent of Port.
- (6) Not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. Tenant may use or otherwise handle on the Premises only those Hazardous Substances typically used or sold in the prudent and safe operation of the business specified in paragraph 8.1. Tenant may store such Hazardous Substances on the Premises only in quantities necessary to satisfy Tenant's reasonably anticipated needs. Tenant shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the Premises. Upon the expiration or termination of this Lease, Tenant shall remove all Hazardous Substances from the Premises. As used in this paragraph, "Environmental Law" shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety or the environment. "Hazardous Substance" shall mean any hazardous, toxic, infectious or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

9. COMMON AREAS.

- 9.1 Definition. "Common Areas" shall mean any parking areas, roadways, sidewalks, landscaped areas, security areas and any other areas owned by Port and located within or without the Building in which the Premises are located, where such areas have been or may be designated by Port for use by the general public or for tenants' common use.
- 9.2 Tenant's Use. Tenant, its customers, agents and invitees shall have the non-exclusive right to use Common Areas.
- 9.3 Port's Rights. With respect to Common Areas, Port reserves the following rights:
 - (1) To establish reasonable rules and regulations for the use of Common Areas.
 - (2) To close all or any portion of Common Areas temporarily or permanently as needed to achieve Port's business or operational objectives.
 - (3) To construct, alter, or remove buildings or other improvements in Common Areas, and to change the layout of such Common Areas, including modifying their shape and size.
 - (4) To exercise any of Port's governmental powers over Common Areas.

10. COMMON AREA CHARGE.

Common Area Charge. Costs and expenses incurred by the Port for the repair and maintenance of the Common Areas and the facilities therein, shall be shared by all who benefit from such services (herein the "**Common Area Expenses**"), which term excludes:

COMMERCIAL LEASE AGREEMENT (Revised October 2020)

- (i) capital improvements;
- (ii) repairs, maintenance and replacements paid for by insurance proceeds or third parties; and
- (iii) costs incurred to remove or remediate any Hazardous Materials existing in, on or under the Property as of the Commencement Date.

Tenant's annual proportionate share of Operating Expenses shall be calculated by multiplying the total Operating Expenses for the Common Area for each year during the lease term by the Tenant's Percentage (as defined below).

The term "Tenant's Percentage" shall mean the percentage, the numerator of which is the number of square feet of the Premises and the denominator of which is the total number of square feet of land owned by the Port and rented to or made available for rent by tenants within the Pier 1 Building area. Please see Exhibit B.

Lessee agrees to pay the Port, within thirty (30) days of billing therefor its pro rata share ("Tenant's Percentage") of the Common Area Expenses, including but not limited to a reasonable allocation of overhead costs (not to exceed five percent (5%) of the expenses being billed) for the Port to manage such Common Areas. Upon written request from the Lessee, Port shall supply reasonable and appropriate supporting documentation for the invoiced Common Area Expenses, but no such request shall act as an extension of the due date for such payment.

11. REPAIRS AND MAINTENANCE.

11.1 Port's Obligations. The following shall be the responsibility of Port:

- (1) Routine repairs and maintenance of the roof and gutters, exterior walls (including painting), bearing walls, floors, heating and air conditioning, structural members, floor slabs, and foundation.
- (2) Routine repairs and maintenance of Common Areas' interior walls, ceilings, doors, windows, and related hardware, light fixtures, switches, heating and air conditioning, and wiring and plumbing from the exterior to the point of entry to the Premises.
- (3) Routine repairs and maintenance of sidewalks, driveways, curbs, parking areas, and areas used in common by Tenant and Port or tenants of the same Building.
- (4) Routine repairs and maintenance of exterior water, sewage, gas, and electrical services up to the point of entry to the Premises.
- (5) Respond within a reasonable time to Tenant's written notification to Port of the need for repairs or maintenance under this paragraph.

11.2 Tenant's Obligations. The following shall be the responsibility of Tenant:

- (1) Repairs and routine maintenance of Premises' interior walls, ceilings, doors, windows, and related hardware and light fixtures.
- (2) Repairs to any area necessitated by the deliberate acts or negligence of Tenant, its agents, employees, or invitees.

- (3) Any repairs or alterations required pursuant to Tenant's obligations under Section 8 of this Lease.
 - (4) Provide written notice to Port of the need for repairs or maintenance pursuant to paragraph 11.1. Port's obligation to make such repairs shall not mature until a reasonable time after Port has received such written notice.
- 11.3 Correction by Tenant. Tenant's obligations under paragraph 11.2 shall be at Tenant's sole expense.
- 11.4 Reimbursement of Costs. If Tenant fails or refuses to perform its obligations under this Section 10, the Port may, but is not obligated to, complete the maintenance and repairs and charge the actual costs thereof to Tenant as Additional Rent. Tenant shall reimburse Port for such expenditures upon demand, together with interest at the rate of nine percent (9%) per annum from the due date of any and all invoices for such work issued by the Port. Except in an emergency, which for purposes of this Section shall include any circumstance creating an immediate risk of personal injury, property damage, or violation of any applicable environmental regulation, rule, code, ordinance or statute, Port shall provide Tenant with a minimum of five (5) days' written notice outlining with reasonable particularity the maintenance or repairs required. If Tenant fails within that time to initiate or perform to completion such maintenance or repairs, Port may commence work as provided in this paragraph.
- 11.5 Inspection of Premises. Port shall have the right to inspect the Premises at any reasonable time or times pursuant to paragraph 22.6. However, such inspection shall not be deemed to waive Tenant's obligation to provide notice as provided in paragraph 11.2(4).
- 11.6 Interference with Tenant. In performing its obligations under this Section, Port shall not cause unreasonable interference with Tenant's use of the Premises. Tenant shall have no right to an abatement of rent nor any claim against Port for any reasonable or necessary inconvenience or disturbance resulting from Port's performance of its obligations under this Section.

12. ALTERATIONS.

- 12.1 Consent. Tenant shall make no improvements or alterations of any kind on the Premises without first obtaining the Port's Tenant Improvement Permit. All permitted alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes. As used herein, "alterations" includes the installation of computer and telecommunications wiring, cables, and conduit.
- 12.2 Ownership and Removal of Alterations. All improvements and alterations performed on the Premises by the Port shall be the property of Port when installed. All improvements and alterations performed on the Premises by the Tenant shall be the property of Tenant when installed and shall become the property of Port upon expiration or termination of the Lease; or, at Port's option, be required to be removed by Tenant at Tenant's expense and the Premises restored to their original or better condition.
- 12.3 Tenant Improvements. Subject to the terms and conditions herein, Tenant agrees, at its sole cost and expense, to complete a "turnkey" interior build-out ("Tenant Improvements") of the Leased Premises in accordance with the Approved Final Plans and conditions stated in the Tenant Improvement Permit (TIP) application attached hereto as Exhibit C and incorporated herein by this reference. Any changes or modifications to the Approved Final Plans thereafter must be set forth in writing and signed by both Tenant and Port in accordance with the TIP application. The tenant shall not enter into any contract for construction of any improvements within the Leased Premises without Port's prior written consent. Tenant shall submit a written request to the Port for a Tenant Improvement allowance and obtain the Port's

written approval prior to the commencement of work. Tenant shall be solely responsible, at its sole cost and expense, for obtaining all permits and approvals related to Tenant Improvements.

12.4 Tenant shall use commercially reasonable efforts to complete the buildout of the Premises and be open for business prior to the Commencement Date. Tenant shall be the sole contracting party with any contractors engaged to complete Tenant Improvements. However, Port reserves the right to approve, in its reasonable discretion and acting in good faith, all architects, engineers, contractors and material suppliers necessary to furnish the labor and materials for the construction of the Tenant Improvements. The tenant may not occupy the Leased Premises prior to the Date of Substantial Completion and shall not interfere with or materially impair construction of the Tenant Improvements. Any such interference or impairment shall constitute a "tenant delay" as defined in the Tenant Improvement Permit and shall entitle Port to all remedies provided herein for breach of this Lease agreement.

12.5 Tenant Improvement Allowance.

Except as otherwise set forth in this Lease, the Tenant Improvement Allowance shall be disbursed by the Port only for the following items design, construction, engineering, contractor payments, materials, labor, permits, and inspections.

13. INSURANCE.

13.1 Insurance Required. Before taking possession of the Premises, Tenant shall procure and thereafter during the term of the Lease continue to carry the following insurance coverage at Tenant's expense:

- (1) Worker's Compensation Insurance coverage as required by law.
- (2) Comprehensive general liability insurance with an insurance company licensed to do business in Oregon having a Financial Strength Rating (FSR) of not less than 'A' and a Financial Size Category (FSC) of not less than 'X' according to Best's Insurance Guide, with limits of not less than not less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate, with a \$1,000,000 umbrella or a policy with \$3,000,000 per occurrence limits. The Port allows for Tenant to complete the "Insurance Requirements Questionnaire" to apply for lower insurance limits based on Tenant's business operations. Upon receipt of a completed form, the Port will notify Tenant in writing if they qualify for a lower insurance requirement. The Port reserves the right to request an updated "Insurance Requirements Questionnaire" in the event that the Tenant's business operations change. If Tenant does not complete and submit the "Insurance Requirements Questionnaire", the aforementioned insurance coverage limits will be required.

Such insurance shall cover all risks arising directly or indirectly out of Tenant's activities under the Lease.

13.2 Property Insurance Cost. As Additional Rent, Tenant shall be responsible for its pro-rata share of the property insurance for fire and other property damage maintained by the Port for the Building in which the Premises are located. At the time of execution of this Lease such share shall be assessed at \$0.03/square foot/month, and such amount shall be pro-rated for any year in which Tenant occupies the Premises for only a portion of the year. Port may adjust this assessment from year to year, based upon adjustments to the premium charged to the Port.

13.3 Certificates. Prior to occupancy, Tenant shall provide to Port certificates evidencing the policies required in paragraph 13.1, and thereafter on Port's request. Such certificates shall name Port as an additional insured and require that written notice be given to Port a minimum of ten (10) days prior to any change or cancellation of the policy.

- 13.4 Modifications. Port reserves the right to unilaterally modify insurance requirements under this Lease, including adding new policies or requiring higher limits of coverage to the extent reasonable, and require Tenant's compliance within sixty (60) days of providing a written notice to Tenant. Port shall not adjust any specific policy or coverage requirement more frequently than once every calendar year without good cause.
- 13.5 Additional Security. In addition to the insurance requirements in this Section, the Port may, for good cause, require Tenant to post a bond or other form of security to protect Port assets or otherwise ensure repair of excessive damage specifically attributable to Tenant's use of the Premises, including but not limited to damage to parking lots, driveways, and roads caused or substantially increased by operation of vehicles or equipment.
- 13.6 Waiver of Subrogation. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage, and in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other. This waiver shall be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policy. Each party agrees to use best efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

14. TAXES AND UTILITIES.

- 14.1 Property Taxes and Assessments. As a public entity, Port does not pay property taxes, but Tenant may be assessed directly by the County for property taxes specific to the Premises. Tenant shall pay as due all real property taxes and special assessments assessed against the Premises and all taxes on its personal property located on the Premises. As used herein, "real property taxes" includes any fee or charge relating to the ownership, use, or rental of the Premises, other than taxes on the net income of Port or Tenant. Tenant will provide Port with proof of payment of real property taxes before such payments become past-due.
- 14.2 Utilities Charges. Tenant shall pay when due all charges for services and utilities incurred in connection with the use, occupancy, operation, and maintenance of the Premises, including but not limited to charges for fuel, water, gas, electricity, sewage disposal, power, refrigeration, air conditioning, and janitorial services. If any utility services are provided by or through Port, charges to Tenant shall be comparable with prevailing rates for comparable services. If the charges are not separately metered, Port shall apportion the charges on an equitable basis, and Tenant shall pay its apportioned share on demand. [Tenant is hereby notified that the utilities to the Premises X are are not separately metered. Tenant shall pay to the Port a flat fee of \$N/A per month for water, sewer, garbage, electric and gas. Phone and internet service are not included.] Utility rates are subject to change. Port will provide thirty (30) days' notice to Tenant of these changes.

15. DAMAGE AND DESTRUCTION.

- 15.1 Partial Damage. If the Premises are partly damaged and Section 11.2 does not apply, Port shall repair the Premises at Port's expense. Repairs shall be accomplished with all reasonable dispatch, subject to interruptions and delays beyond the control of Port, such as but not limited to labor strikes and extreme weather events.
- 15.2 Destruction. If the Premises are destroyed or damaged such that the cost of repair exceeds fifty percent (50%) of the value of the structure before the damage and Section 11.2 does not apply, either party may elect to immediately terminate the Lease by providing written notice to the other not more than forty-five (45) days following the date of damage. All rights and obligations of the parties shall terminate as of the date of the notice, and Tenant shall be entitled to the reimbursement of any prepaid amounts for the

remainder of the Lease term. If neither party terminates as provided in this paragraph, Port shall proceed as soon as reasonably possible to restore the Premises to substantially the same condition as prior to the damage or destruction, without interruption except for work stoppages beyond the Port's reasonable control, such as but not limited to labor strikes and extreme weather events.

15.3 Rent Abatement During Repairs. Rent shall be abated during the repair period to the extent the Premises are untenantable, except that there shall be no rent abatement where the damage is the result of Tenant's deliberate or negligent acts.

15.4 Damage Late in Term. If damage or destruction to which Sections 15.1 or 15.2 would apply occurs within sixty (60) days before the end of the then-current Lease term, notwithstanding any other provisions in this Lease Tenant may elect to terminate the Lease by providing written notice to Port within thirty (30) days after the date of the damage. Such termination shall have the same effect as termination by Port under Section 2.4.

16. LIABILITY AND INDEMNITY.

16.1 Liens. Except for activities for which Port is responsible under the Lease, Tenant shall pay as due all claims for work done on, and for services rendered or material furnished to, the Premises, and shall keep the Premises free from any liens. If a lien is filed as a result of nonpayment, Tenant shall, within ten (10) days after knowledge of the filing, secure discharge of the lien or file with the County Recorder cash or sufficient corporate surety bond or other surety to bond around the lien as provided under Oregon law.

16.2 Failure to Discharge Lien. If Tenant fails to pay any claims of lien or to discharge any lien upon demand by Port, Port may do so and collect the cost as Additional Rent, which amount shall bear interest at the rate of nine percent (9%) per annum from the date expended by Port. Such action by Port shall not constitute a waiver of any right or remedy which Port may have on account of Tenant's default.

16.3 Disputed Liens. Notwithstanding the parties' rights and obligations under paragraphs 16.1 and 16.2, Tenant may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, provided Tenant notifies Port in writing of the dispute and bonds around the lien as provided under Oregon law.

16.4 Indemnification. Tenant shall indemnify, hold harmless, and defend Port from any claim, loss, or liability arising out of or related to any activity of Tenant on the Premises or any condition of the Premises in the possession or under the control of Tenant. Port shall have no liability to Tenant for any injury, loss, or damage caused by third parties, or by any condition of the Premises for which Port is not responsible under this Lease.

17. "AS-IS"; QUIET ENJOYMENT.

17.1 Condition of Premises. Except as specifically agreed to by the parties under this Lease, Tenant takes the Premises "AS IS," with all faults.

17.2 Port's Warranty. Port warrants that it is the owner of the Premises and has the right to lease them. Port warrants that the Tenant shall have the right to quiet enjoyment of the Premises for the purposes described in this Lease, subject to the terms and conditions stated herein.

17.3 Estoppel Certificate. Either party will, within twenty (20) days after notice from the other, execute and deliver to the other party a certificate stating whether or not this Lease has been modified and is in full force and effect and specifying any modifications or alleged breaches by the other party. The certificate shall also state the amount of monthly base rent, the dates to which rent has been paid in advance, and the

amount of any security deposit or prepaid rent. Failure to deliver the certificate within the specified time shall be conclusive upon the party from whom the certificate was requested that the Lease is in full force and effect and has not been modified except as represented in the notice requesting the certificate.

18. ASSIGNMENT AND SUBLETTING.

- 18.1 Port's Consent to Assignment or Subletting. No part of the Premises may be assigned, mortgaged, or subleased, nor may a right of use of any portion of the Premises be conferred on any third person by any other means, without the prior written consent of Port. Any attempted assignment shall be void. This provision shall apply to all transfers by operation of law. If Tenant is a corporation or partnership, this provision shall apply to any transfer of a majority voting interest in stock or partnership interest of Tenant. No consent in one instance shall be deemed a waiver in a subsequent instance. Port may withhold or condition such consent in its sole and arbitrary discretion.
- 18.2 Release of Liability for Security Deposit Reimbursement. If Port sells or leases to a third party all or part of the Building in which the Premises are located, Port shall have the right to transfer Tenant's Security Deposit to the purchaser or lessee and Port shall thereupon be released by Tenant from all liability for the return of the Security Deposit, and Tenant agrees to look solely to such purchaser or lessee for the return of the Security Deposit.

19. DEFAULT.

19.1 By Tenant. The following shall be events of default by Tenant:

- (1) Default in Rent. Failure of Tenant to pay Base Rent, Additional Rent, or other charge due under the Lease within ten (10) days of the applicable due date stated in paragraph 6.2 of this Lease. It is the responsibility of Tenant to ensure Port has on record accurate and current contact information, including any special instructions regarding where invoices for charges due under this Lease are to be sent. Tenant's failure to receive an invoice due to incorrect contact information will not relieve Tenant of liability for late fees, interest, or any other charges due under this Lease as a result of late payment.
- (2) Default in Other Covenants. Failure of Tenant to comply with any term or condition or fulfill any obligation of the Lease other than the payment of Rent or other charges under paragraph 19.1(1), within twenty (20) days after the date of Port's written notice to Tenant specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 20-day period, this provision shall be complied with if Tenant begins correction of the default within the 20-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.
- (3) Insolvency. Insolvency of Tenant; assignment by Tenant for the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; an adjudication that Tenant is bankrupt or the appointment of a receiver of the properties of Tenant; the filing of any involuntary petition of bankruptcy and failure of Tenant to secure a dismissal of the petition within thirty (30) days after filing; attachment of or the levying of execution on the leasehold interest and failure of Tenant to secure discharge of the attachment or release of the levy of execution within ten (10) days shall constitute a default. If Tenant consists of two or more individuals or business entities, the events of default specified in this paragraph shall apply to each individual unless within ten (10) days after an event of default occurs, the remaining individuals produce evidence satisfactory to Port that they have unconditionally acquired the interest of the one causing the default. If the Lease has been assigned, the events of default so specified shall apply only with respect to the one then exercising the rights of Tenant under the Lease.

- (4) Abandonment. Failure of Tenant to occupy the Premises for one or more of the purposes permitted under this Lease for twenty (20) days or more, unless such failure is excused under another provision of this Lease.

19.2 By Port. The following shall be events of default by Port:

- (1) Breach of Obligations. Failure to comply with any of Port's duties and obligations under this Lease within thirty (30) days of receipt of a written notice from Tenant describing with reasonable particularity the basis for the claimed default. If the claimed default is of such a nature that it cannot be completely remedied within the 30-day period, this provision shall be complied with if Port begins correction of the default within the 30-day period and thereafter proceeds with reasonable diligence and in good faith to cure the default as soon as practicable.

20. REMEDIES ON DEFAULT.

20.1 Termination.

- (1) Default by Tenant. In the event of a default by Tenant, at its sole option the Port may terminate the Lease by providing thirty (30) days' written notice to Tenant. Whether or not the Lease is terminated under this paragraph, Port shall be entitled to recover damages from Tenant for the default, and Port may reenter, take possession of the premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages and without having accepted a surrender. In addition, Port shall be entitled to damages as provided in paragraph 19.2.
- (2) Default by Port. In the event of a default by Port, Tenant may terminate the Lease by providing a minimum of thirty (30) days' written notice of termination to Port. On the effective date of such termination, Tenant's duties and obligations under the Lease, including payment of Rent and Additional Rent, shall be excused, provided Tenant has vacated the Premises and complied with all requirements for Surrender at Expiration as provided in Section 20 of this Lease. Tenant's damages for termination under this paragraph shall be limited to reimbursement of any costs paid in advance to Port, including pre-paid Rent for any unfinished term and Tenant's Security Deposit, less any deductions by Port pursuant to the terms of this Lease. Port shall not be liable to Tenant for any economic nor non-economic damages, including incidental or consequential damages, resulting from or attributable to Tenant's early termination of the Lease under this paragraph.

20.2 Port's Damages. In the event of termination or retaking of possession pursuant to paragraph 20.1(1), Port shall be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the Lease term, the following amounts as damages:

- (1) The loss of rental from the date of default until a new tenant is, or with the exercise of reasonable efforts could have been, secured and paying rent.
- (2) The reasonable costs of reentry and reletting including without limitation the cost of any cleanup, refurbishing, removal of Tenant's property and fixtures, or any other expense occasioned by Tenant's default including but not limited to, any remodeling or repair costs, attorney fees, court costs, broker commissions, and advertising costs.

20.3 Reletting. In the event of termination or retaking of possession following default by Tenant, Port may relet the Premises but shall not be required to relet for any use or purpose other than that specified in the Lease or for a purpose which Port may reasonably consider injurious to the Premises, or to any tenant that Port may reasonably consider objectionable. Port may relet all or part of the Premises, alone or in conjunction

with other properties, for a term longer or shorter than the term of this Lease, upon any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession.

- 20.4 Right to Sue More than Once. Port may sue periodically to recover damages during the period corresponding to the remainder of the Lease term, and no action for damages shall bar a later action for damages subsequently accruing.
- 20.5 Port's Right to Cure Defaults. If Tenant fails to perform any obligation under this Lease, Port shall have the option to do so after 30 days' written notice to Tenant. All of Port's expenditures to correct the default shall be reimbursed by Tenant on demand with interest at the rate of nine percent (9%) per annum from the date of invoicing by Port. Such action by Port shall not waive any other remedies available to Port because of the default.
- 20.6 Remedies Cumulative. The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Port under applicable law.

21. SURRENDER AT EXPIRATION OR TERMINATION.

- 21.1 Condition of Premises. Upon expiration of the Lease term or earlier termination for default, Tenant shall deliver all keys to Port and surrender the Premises in first-class condition and broom (vacuum) clean. Alterations constructed by Tenant with permission from Port shall not be removed or restored to the original condition unless the terms of permission for the alteration so require. Repairs due to depreciation and wear from ordinary use for which Tenant is responsible shall be completed to the latest practical date prior to such surrender.
- 21.2 Fixtures. All fixtures placed upon the Premises during the term, other than Tenant's trade fixtures, shall, at Port's option, become the property of Port. If Port so elects, Tenant shall remove any and all equipment, fixtures, furniture, and trade fixtures that would otherwise remain the property and shall repair any physical damage resulting from the removal. If Tenant fails to remove such fixtures, Port may do so and charge the cost to Tenant with interest at the legal rate from the date of expenditure.
- 21.3 Personal Property. Except as provided in paragraph 21.2, upon expiration or termination of the Lease Tenant shall remove all furnishings, furniture, and trade fixtures that remain its property. Tenant's failure to do so shall be deemed an abandonment of such property, and Port may retain such property and all rights of Tenant in such property shall cease. Alternatively, by notice in writing given to Tenant within twenty (20) days after removal was required, Port may elect to require Tenant to remove the property, or to effect a removal and place the property in public storage for Tenant's account. Tenant shall be liable to Port for the cost of removal, transportation to storage, and storage, with interest at the legal rate on all such expenses from the date of expenditure by Port.
- 21.4 Holdover. If Tenant does not vacate the Premises at the time required, Port shall have the option to treat Tenant as a tenant from month to month, subject to all of the provisions of this Lease except the provisions for term and renewal and at a rental rate equal to one-hundred-fifty percent (150%) of the rent last paid by Tenant during the original term, or to eject Tenant from the Premises and recover damages caused by wrongful holdover. Tenant's failure to remove fixtures, furniture, furnishings, or trade fixtures that Tenant is required to remove under this Lease shall constitute a failure to vacate to which this section shall apply. If a month-to-month tenancy results from a holdover by Tenant under this Section, the tenancy shall be terminable at the end of any monthly rental period on written notice from Port given not less than ten (10) days prior to the termination date which shall be specified in the notice. Tenant waives any notice that would otherwise be provided by law with respect to a month-to-month tenancy.

22. MISCELLANEOUS.

COMMERCIAL LEASE AGREEMENT (Revised October 2020)

- 22.1 Nonwaiver. Waiver by either party of strict performance of any provision of this Lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.
- 22.2 Attorney Fees. If suit or action is instituted in connection with any controversy arising out of this Lease, the prevailing party in such suit or action shall be entitled to recover from the other party its reasonable costs incurred in such action as well as attorney fees determined reasonable by the court, at trial, on petition for review, and on appeal.
- 22.3 Notices. Any notice required or permitted under this Lease shall be given when actually delivered or forty-eight (48) hours after deposited in United States mail as certified mail addressed to the address first given in this Lease or to such other address as may be specified from time to time by either of the parties in writing.
- 22.4 Succession. Subject to the above-stated limitations on transfer of Tenant's interest, this Lease shall be binding on and inure to the benefit of the parties and their respective successors and assigns.
- 22.5 Recording. This Lease shall not be recorded without the written consent of Port.
- 22.6 Entry for Inspection. Port shall have the right to enter upon the Premises at any time to determine Tenant's compliance with this Lease, to make necessary repairs to the building or to the Premises, or to show the Premises to any prospective tenant or purchaser. In addition, Port shall have the right, at any time during the last two (2) months of the term of this Lease, to place and maintain upon the Premises notices for leasing or selling of the Building or the Premises.
- 22.7 Proration or Refunding of Rent. In the event of commencement or termination of this Lease at a time other than the beginning or end of a specified rental period, the Rent shall be prorated as of the date of commencement or termination. In the event of termination for reasons other than default, all prepaid rent shall be refunded to Tenant or paid on its account.
- 22.8 Severability. If a provision hereof shall be declared void or illegal by any court or administrative agency having jurisdiction over the parties to this Agreement, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.
- 22.9 Time of Essence. Time is of the essence of the performance of the parties' obligations under this Lease.
- 22.10 Applicable Laws. This Lease shall be interpreted according to the laws of the State of Oregon without regard to conflict of law provisions. ORS 777.120, ORS 777.258 and U.S.C., Section 46, Chapter 411, shall apply to this Lease.
- 22.11 Entire Agreement. This Lease, including all referenced Exhibits, constitutes the entire agreement between the parties and there are no understandings, agreements, or representations, oral or written, not specified herein. No waiver, consent, modification, or change of terms of this Lease shall bind either party unless in writing and signed by both parties. Any waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

22.12 Personal Guaranty.

In addition to and in consideration of the parties' respective duties under this Lease, the undersigned does, jointly and severally, irrevocably and unconditionally, personally guarantee Tenant's prompt, full and complete performance of its obligations under the Lease as and when due.

The undersigned shall serve as Guarantor for Tenant's obligations hereunder, and hereby expressly waives any right to require Port to proceed against Tenant or pursue any other remedy to enforce Tenant's obligations pertaining hereto; and further waives all presentments, demands for performance, notices of non-performance protests, notices of protest, notices of dishonor and notices of acceptance of this Guaranty and of the incurrence or modification of existing or additional indebtedness. If Tenant at any time fails to make any payment under the Lease when due or fails to perform or comply with any covenant, condition or term of the Lease, Guarantor will, upon written notice from Landlord and without further demand, pay, perform or comply with the same in the same manner and to the same extent as is required of Tenant. No delay in the enforcement of this Guaranty shall affect the liability of Tenant under this section. If enforcement of this Guaranty becomes necessary, Guarantor shall, in addition to any payment obligations of Tenant under this Lease, be responsible for Port's reasonable attorneys' and collection fees and costs incurred in such enforcement action, whether or not any action is filed, including without limitation such fees and costs related to collection, arbitration, trial and on any appeal, review, or reconsideration thereof, and such fees and costs incurred after any award or judgment is entered. If any provision of this Guaranty is held to be invalid, illegal or unenforceable, the remainder of this Guaranty will continue in full force and effect.

The parties, by signature below of their respective authorized representatives, hereby acknowledge that the parties have read the entire Lease, understand it, and agree to be bound by its terms and conditions.

PORT OF ASTORIA:

By: _____
Name: _____
Title: _____
By: _____
Name: _____
Title: _____

TENANT:

By: _____
Name: _____
Title: _____

Exhibit A

10 Pier 1, Suite 209

Astoria, OR 97103

(1404 Square Feet)



EXHIBIT B

10 Pier 1 Building CAM



Disclaimer: The information contained in this application is NOT AUTHENTICATIVE AND NOT GUARANTEED. The information provided is for informational purposes only. The Port of Astoria assumes no liability for any omissions, errors, or inaccuracies in the information provided. The Port of Astoria provides this information as "as is" without warranty of any kind, expressed or implied, including but not limited to warranties of merchantability or fitness for a particular purpose, and without liability for any actual, incidental, or consequential damages. #10Pier1 11/1/2011

EXHIBIT C**TENANT IMPROVEMENT PERMIT APPLICATION**

(See attached)

GENERAL

- 1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS BEFORE STARTING WORK AND SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES.
2. NOTES AND DETAILS ON THE DRAWINGS SHALL TAKE PRECEDENCE OVER THESE 'TYPICAL STRUCTURAL NOTES' AND TYPICAL STRUCTURAL DETAILS.
3. WHERE NO CONSTRUCTION DETAILS ARE SHOWN OR NOTED FOR ANY PART OF THE WORK, SUCH DETAILS SHALL BE THE SAME AS FOR SIMILAR WORK SHOWN ON THE DRAWINGS.
4. IN NO CASE SHALL WORKING MEMBERS BE SEALED FROM PLANS, SECTIONS OR DETAILS ON THE STRUCTURAL DRAWINGS.
5. PENETRATIONS FOR MECHANICAL AND ELECTRICAL EQUIPMENT, DUCTS, ANCHORAGE'S, FORMED RECESSES AND EMBLEMENTS NOT SHOWN ON THE STRUCTURAL DRAWINGS, BUT REQUIRED BY OTHER CONTRACT DRAWINGS, SHALL BE PROVIDED PRIOR TO CASTING CONCRETE.
6. THE STRUCTURAL DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE. THEY DO NOT INDICATE THE METHODS OR MEANS OF CONSTRUCTION.
7. THE GENERAL CONTRACTOR SHALL ASSUME THE RESPONSIBILITY OF IMPLEMENTING ANY REQUIRED MODIFICATIONS AS A RESULT OF UPDATING THE INFORMATION PRESENTED IN THESE FOUNDATION PERMIT REDUCED DRAWINGS. THE STANDARD OF COMPARISON TO BE USED SHALL BE THE FINISHED COMPLETE STRUCTURAL DESIGN DRAWINGS.

SAFETY REQUIREMENTS

- 1. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL SAFETY REQUIREMENTS.
2. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION REQUIREMENTS (OSHA) DURING THE ACTIVE CONSTRUCTION PERIOD, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN CONDITIONS AT THE JOB SITE SO AS TO MEET IN ALL RESPECTS THE REQUIREMENTS OF THE OSHA. THE CONTRACTOR SHALL COVER THE RESPONSIBILITY OF EMPLOYEES AND ALL OTHER PERSONS WORKING UPON OR VISITING THE SITE. TO THIS END, THE CONTRACTOR SHALL PROTECT HIMSELF AND HIS REPRESENTATIVE OF ALL APPLICABLE REQUIREMENTS.

DESIGN CONNECTIONS - STRUCTURES

- 1. SHAVENY LNE LOADING
LIVE LOADS
ROOF 25 PSF
FLOORS 50 PSF
EXIT CORRIDORS 100 PSF
DEAD LOADS
ROOF 10 PSF
FLOORS 20 PSF
PARTITION LOAD 10 PSF
2. LATERAL LOADS
MINI LOADS
BASIC WIND SPEED (3-SEC GUST) 110 MPH
IMPORTANCE FACTOR Iw = 1.0
EXPOSURE CATEGORY D
SEISMIC LOADS
SEISMIC IMPORTANCE FACTOR I 1.0
SEISMIC USE GROUP I
MAPPED SPECTRAL ACCELERATIONS Sa = 1.5, S1 = 0.6
SPECTRAL DESIGN COEFFICIENT SDS = 1.0, SD1 = 0.8
SEISMIC DESIGN CATEGORY D
SEISMIC FORCE RESISTING SYSTEM WOOD BRACING / SHEAR WALLS
DESIGN BASE SHEAR Cs = 0.154
SEISMIC RESPONSE COEFFICIENT R = 6.5
RESPONSE MODIFICATION FACTOR

ANALYSIS PROCEDURE

EQUIVALENT LATERAL FORCE (ELF)

FOUNDATIONS

- 1. FOUNDATION DESIGN IS BASED ON AN ALLOWABLE SOIL BEARING PRESSURE OF 3000#/SF AS REPORTED IN THE GEOTECHNICAL REVIEW REPORT PREPARED BY CARLSON GEOTECHNICAL, INC. DATED AUGUST 28, 2005.
2. THE GENERAL CONTRACTOR SHALL PROVIDE ADDITIONAL REINFORCING AS NOTED IN PARAGRAPH 2 OF 'CONCRETE' NOTES.
3. ALL ORGANIC MATERIAL, SILT, SNOW, ICE, DEBRIS OR OTHER UNSUITABLE MATERIAL MUST BE REMOVED FROM THE SUBGRADE AND SLAB FOOTPRINT TO PROVIDE SUITABLE SUBGRADE. NO CONSTRUCTION SHALL BEGIN UNTIL ALL SEASONAL FROST HAS THAWED OR BEEN REMOVED. THE CONTRACTOR SHALL PREVENT FROST OR ICE FROM FORMING UNDER FOOTINGS OR SLABS UNTIL THE PERMANENT STRUCTURE IS ENCLOSED AND HEATED.
4. THE SUBGRADE SHALL BE PROOF ROLLED PRIOR TO PLACEMENT OF STRUCTURAL FILL. IF ANY STRUCTURAL FILL SHALL BE AS INDICATED IN THESE DRAWINGS, FOOTINGS SHALL BE PLACED ON STIFF NATIVE SOILS OR COMPACTED STRUCTURAL FILL. STRUCTURAL FILL SHALL BE COMPACTED TO 98% STANDARD PROCTOR IN 6" MAX. LIFTS. WALLS SHALL BE BRACED DURING CONSTRUCTION UNLESS BACKFILL IS WETTER THAN 1% BALANCED CONDITION. PROVIDE POSITIVE DRAINAGE AWAY FROM THE BUILDING. STRUCTURAL FILL, IF REQUIRED, SHALL ONLY BE PLACED ON THE SITE AFTER SEEKING THE REVIEW AND APPROVAL BY THE DESIGNER.
5. PENETRATIONS OF ANY CONCRETE, WALLS, FOOTINGS, OR OTHER MEMBERS BY PIPES, VENTS, DUCTS OR OTHER OPENINGS, SHALL NOT BE MADE UNLESS DETAILED OR SPECIFIED BY THE ENGINEER.
6. STANDING WATER IS NOT PERMITTED IN EXCAVATIONS THAT ARE TO RECEIVE CONCRETE.

ANCHOR BOLTS

- 1. ALL ANCHOR BOLTS SHALL BE GALVANNEZED, DRILLED IN CONCRETE & MASONRY ANCHORS (DCA) SHALL BE HELD ON EQUAL. CONCRETE EPOXY ANCHORS ARE RVA SYSTEM. MASONRY EPOXY ANCHORS ARE HIT C-20 SYSTEM FOR ANCHORS IN HOLLOW MASONRY, AND HIT C-10 SYSTEM FOR CRACKED MASONRY. EXPANSION ANCHORS SHALL BE ISL, KBI OR SLEEVE ANCHORS.
2. ACCEPTABLE DRILLED IN CONCRETE ANCHORS (DCA) SHALL BE HELD BY ENGINEER APPROVED EQUAL. INSTALL DCA OF THE TYPE, SIZE, NUMBER, SPACING AS SHOWN ON THE DRAWINGS. DCA SHALL BE GALVANNEZED OR STAINLESS STEEL TYPE 304 OR TYPE 316 WITH APPROPRIATE NUTS, WASHERS, COUPLERS, ETC.
3. ALL ANCHOR BOLTS SHALL HAVE REQUIRED PLATE WASHERS AS NOTED IN THE 2003 INTERNATIONAL BUILDING CODE FOR ENGINEERED WOOD STRUCTURES LOCATED IN SEISMIC DESIGN CATEGORY DCA OR F.

REINFORCING STEEL

- 1. BAR REINFORCEMENT SHALL CONFORM TO ASTM A513 UNGRADED, GRADE 60, BARS THAT ARE WELDED SHALL CONFORM TO ASTM A706.
2. WELDED WIRE FABRIC REINFORCEMENT SHALL CONFORM TO ASTM A185.
3. ALL DETAILING, FABRICATION AND ERECTION OF REINFORCING STEEL SHALL BE IN ACCORDANCE WITH AND 'MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE STRUCTURES', AIA 318-1989.
4. CONCRETE CLEAR COVER PROTECTION FOR REINFORCEMENT, UNLESS NOTED OTHERWISE, SHALL BE:
A. FORMED WALL SURFACES = 2"
B. CONCRETE CAST AGAINST EARTH = 3"
C. ALL OTHER CONCRETE = 3"
5. REINFORCING BAR SUPPORTS FOR SOFT AND STIFF ENDS OF FILE CAP CRACKERS AND TYPING SLAB SHALL BE PER AIC REQUIREMENTS. TUCK ALL THE WIRE TAILS INWARD FROM FORMS.
6. ALL REINFORCING SHALL BE EQUALLY SPACED THROUGHOUT UNLESS OTHERWISE NOTED.
7. REINFORCEMENT SHALL NOT BE CUT UNLESS OTHERWISE SHOWN.
8. PIPE PENETRATIONS AND OTHER PENETRATIONS SHALL MAINTAIN MINIMUM 3" CLEARANCE FROM REINFORCING STEEL.
9. ALL SLAB REINFORCEMENT INTERRUPTED BY OPENINGS SHALL HAVE ADDITIONAL REINFORCING PLACED ON ALL SIDES OF THE OPENING, AND MAINTAIN REQUIRED CLEAR COVER. ALL OTHER OPENINGS SHALL BE REINFORCED AS DETAILED OR AS REQUIRED BY THE STANDARD DETAILS WHEN NOT SPECIALLY DETAILED.

CONCRETE

- 1. CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 48 HOURS PRIOR TO THE CASTING OF ANY CONCRETE TO ALLOW FOR STRUCTURAL OBSERVATION OF REINFORCING STEEL PLACEMENT. CONTACT BSM CONSULTING ENGINEERS INC. (503) 325-8005.
2. CONTRACTOR SHALL PROVIDE ADDITIONAL REINFORCING BARS TO BE USED AT THE ENGINEERS DISCRETION UPON OBSERVATION OF THE REINFORCING STEEL PLACEMENT. THIS REINFORCEMENT MAY BE USED AS DETERMINED BY THE ENGINEER FOR ISSUES ASSOCIATED WITH EXISTING CONDITIONS NOT AS ASSUMED DURING DESIGN, OR BAR PLACEMENT MANUAGES ARE ASSOCIATED WITH EXISTING REINFORCING STEEL PLACEMENT.
3. PORTLAND CEMENT SHALL CONFORM TO ASTM C150 (OR ASTM C595 FOR BLENDED PORTLAND CEMENTS) MAXIMUM AGGREGATE SIZE SHALL BE 1". ALL AGGREGATE SHALL BE NORMAL WEIGHT MATERIAL CONFORMING TO ASTM C33.
4. ALL CONCRETE SHALL CONTAIN A HIGH-RANGE WATER REDUCING ADJUTIVE MEETING ASTM C 494, TYPE F (TYPE F FOR COLD WEATHER CONCRETION) AND NOT MORE THAN 0.1 PERCENT BY DRY WEIGHT. BEFORE THE ADDITION OF THE HIGH-RANGE WATER REDUCING ADJUTIVE, THE MAXIMUM SLUMP SHALL BE 3-1/2 INCHES. MAXIMUM WATER/CEMENT RATIO SHALL BE 0.45. MAXIMUM CEMENT CONTENT SHALL BE 5-1/2 BAGS PER CUBIC YARD OF CONCRETE.
5. COLD WEATHER CONCRETE SHALL CONFORM TO AIA 308. ALL COLD WEATHER CONCRETE SHALL CONTAIN AIR ENTRAINMENT AS PER AIA TABLE A.1.1. CALCIUM CHLORIDE SHALL NOT BE USED.
6. CHECKED SHOP DRAWINGS SHOWING REINFORCING DETAILS, INCLUDING STEEL, SIZES, ANCHOR BOLT SIZE AND MATERIAL, SPACING AND PLACEMENT SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW PRIOR TO FABRICATION.
7. CEMENT FOR BOTH CAST-IN-PLACE AND PRECAST SHALL BE TYPE II MODIFIED CONFORMING TO ASTM C-150-1992, EXCEPT THE C/A CONTENT SHALL BE A MAXIMUM OF 8-1/2% AND A MAXIMUM OF 5-1/2% CEMENT AND FLUSH SHALL BE OF DOMESTIC ORIGIN.
8. FORM TIES FOR CAST-IN-PLACE CONCRETE FOR THE CANTILEVERED WELLED SHAFTS AND POSE SHALL BE APPROX. FIBERGLASS FIBRES.
9. CAST-IN-PLACE CONCRETE SHALL MEET THE FOLLOWING ADDITIONAL REQUIREMENTS:

Table with 5 columns: ELEMENT, MIN. 90 DAY COMPRESSIVE STRENGTH (PSI), MAXIMUM SLUMP OR SLUMP RANGE BEFORE AND AFTER AGING, MAXIMUM W/C RATIO (BY WEIGHT), MIN. CEMENT FACTOR (SACS/CY). Rows include INTERIOR COLUMN PAD FOOTINGS AND GRADE BEAMS, and MONOLITHIC SLAB ON GRADE W/ REINFORCED THICKENED EDGE.

*MAX SHALL CONTAIN A SUPPLEMENTALIZER ADJUTIVE OR AN ENGINEER APPROVED WATER REDUCING ADJUTIVE. SUBMIT SPECIFICATIONS TO ENGINEER WITH CONCRETE MIX DESIGN SUBMITTAL.

- 10. ALL EXPOSED CORNERS OF CONCRETE SHALL BE CHAMFERED 3/4" UNLESS OTHERWISE NOTED. ALL INSIDE CORNERS SHALL HAVE A 1/2" x 1/2" TRIANGULAR FILE UNLESS OTHERWISE NOTED.
11. REVIEW ALL DRAWINGS FOR OPENINGS IN THE SLABS. ALL OPENINGS SHALL BE FORMED OR SLEVED BEFORE CONCRETE IS PLACED.
12. NO PIPES OR DUCTS SHALL OCCUR IN THE GRADE BEAMS, PAD FOOTINGS OR THICKENED EDGE UNLESS SPECIALLY DETAILED. SLEVES FOR OPENINGS SHALL BE NON-CORRODIVE MATERIAL.
13. ALL EXPOSED TIES, INCLUDING REINFORCING, SHALL BE PROPERLY SECURED IN PLACE BEFORE CONCRETE PLACEMENT IS COMMENCED.

EPOXY RESIN-BONDING SYSTEMS, GROUTS & MORTARS

- 1. EPOXY RESIN-BONDING SYSTEMS, EPOXY GROUTS AND EPOXY MORTARS FOR APPLICATION TO CONCRETE SHALL CONFORM TO ASTM C827.

STRUCTURAL STEEL

- 1. STRUCTURAL STEEL SHALL BE DETAIL, FABRICATED, AND ERECTED IN ACCORDANCE WITH THE AISC SPECIFICATION FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS (V1) (EDITION AND SUPPLEMENTS).
2. ALL WELDING SHALL CONFORM TO AWS D1.1 (2002), TABLE 4.1.1 AND FIELD WELDS SHALL BE IN ACCORDANCE WITH AWS A5.1 OR A5.2 UTILIZING E70XX ELECTRODES OF THE LOW HYDROGEN TYPE AND SHALL BE AS RECOMMENDED BY THE MANUFACTURER FOR THE POSITION AND CONDITIONS OF USE.
3. ALL STRUCTURAL STEEL, UNLESS NOTED OTHERWISE, SHALL CONFORM TO THE FOLLOWING:
MISC: ASTM A36 - 1987a
PIPES: ASTM A53 - 1996b, GRADE B
TUBES: ASTM A500 - 1997 (48 R30)
HIGH STRENGTH BOLTS: ASTM A325 - 1987
ANCHOR BOLTS: ASTM A307 - 1987, OR ASTM A308 - 1997a
4. PERMISSIBLE WELDING PROCESSES ARE:
SHOP WELDS SAW, SAW & FEAM
FIELD WELDS SHAW, FEAM
PROCESSES THAT ARE NOT PERMITTED ARE OMAW, ELECTROSLAG AND ELECTROGAS.
5. SAWN LUMBER
1. ALL SAWN LUMBER SHALL CONFORM TO THE 'WEST COAST LUMBER INSPECTION BUREAU GRADING AND GRADING RULES', LATEST EDITION. LUMBER SHALL BE THE SPECIES AND GRADE SHOWN BELOW.

Table with 5 columns: MEMBER, SPECIES, GRADE, COMMENTS. Rows include STRUCTURAL STEEL STUDS, NON-STRUCTURAL WALL STUDS, FLOOR JOIST, SAWN BEAMS, and POSTS.

- 2. ALL BOTTOM PLATES BEARING ON CONCRETE SLABS ON GRADE SHALL BE PRESSURE TREATED, UNLESS NOTED OTHERWISE. CONFORM TO MARINE SPECIFICATIONS (TABLE 23-3) USE: METAL FRAMING ANCHORS AND HANGERS SHALL BE 'TAMPSON STRONG TIE' OR APPROVED EQUAL. SOLID 2x, LUMBER SHALL BE PROVIDED AT THE ENDS AND AT ALL SUPPORTS OF JOISTS AND RAFTERS.
3. THERE SHALL BE NO FIELD CUTTING OF STRUCTURAL TRUSS MEMBERS FOR THE WORK OF OTHER TRADES UNLESS THE PRIOR REVIEW OF THE ENGINEER.
4. NO WOOD TREATMENTS OR PRESERVATIVES SHALL BE USED WITHOUT PRIOR REVIEW BY THE ENGINEER.
5. ALL NAILS SHALL BE COMMON WIRE NAILS, UNLESS NOTED OTHERWISE. NAIL VALUES SHALL CONFORM TO THOSE LISTED IN THE INTERNATIONAL BUILDING CODE.
6. STANDARD HANGERS AS REQUIRED BY THE 2003 IBC SHALL BE SHOWN ON ENGINEER APPROVED EQUAL.
7. TIMBER AND INVER PRODUCTS SHALL BE TRANSPORTED, STORED AND HANDLED IN A WAY THAT WILL NOT CAUSE ANY DAMAGE. ALL PRODUCTS SHALL BE KEPT DRY.

PREMANUFACTURED TRUSSES

- 1. PRE-MANUFACTURED TRUSSES SHALL BE DESIGNED, CONSTRUCTED, TRANSPORTED, STORED, INSTALLED, BRACED, ETC., PER LATEST TRUSS PLATE INSTITUTE (TPI) AND PARALLEL CHORD TRUSS (PCT) SPECIFICATIONS. PROVIDE BRACING AND BRIDGING PER LATEST TPI AND PER TRUSS MANUFACTURER. TRUSS MANUFACTURER SHALL PROVIDE FOR THE MINIMUM LOADS INDICATED IN THESE PLANS.
2. MANUFACTURER SHALL DETAIL AND PROVIDE BEARING SUPPORTS, BRACING, BRACING, ETC., AS REQUIRED FOR A COMPLETE ASSEMBLY. CONTRACTOR TO SUBMIT ALL SHOP DRAWINGS NECESSARY FOR CONSTRUCTION TO THE ENGINEER FOR APPROVAL.
3. COMPLETE TRUSS DESIGNS BEARING THE STAMP OF AN OREGON REGISTERED ENGINEER SHALL BE SUBMITTED TO THE ENGINEER PRIOR TO FABRICATION.

STRUCTURAL-USE WOOD PANELS

- 1. WOOD SHEATHING PANELS SHALL CONFORM TO U.S. PRODUCT ST PS 1, LATEST EDITION, AND HAVE PROPERTIES LISTED IN THE TABLE BELOW.
2. SEE DRAWINGS FOR BRACING REQUIREMENTS. MINIMUM NAILING SHALL BE 10d AT 4" O.C. AT ALL SUPPORTED EDGES AND 12" O.C. THROUGH FIELD. ALL PLYWOOD USED IN SHEAR WALLS SHALL BE BLOCKED AT THE FREE EDGES. SEE DRAWINGS FOR ROOF AND FLOOR DIAPHRAGM BRACING REQUIREMENTS.
3. INSTALL ALL PLYWOOD WITH THE LONG DIMENSION OF THE PANEL ACROSS SUPPORTS, UNLESS NOTED OTHERWISE, WITH THE PANEL OVER TWO OR MORE SPANS. ALLOW 1/8" MIN SPACING AT PANEL EDGE AND 1/4" MIN AT PANEL EDGES, UNLESS OTHERWISE RECOMMENDED BY THE MANUFACTURER.
4. PLYWOOD SHALL BE USED IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE AMERICAN PLYWOOD ASSOCIATION.
5. ALL PLYWOOD FLOOR PANELS SHALL BE BLUE-PAINTED TO FLOOR FRAMING PER THE PLANS. USE ONLY ADHESIVES CONFORMING TO APA SPECIFICATION APO-01, APPLIED PER MANUFACTURER'S RECOMMENDATIONS.

GLUE-LAMINATED STRUCTURAL MEMBERS

- ALL STRUCTURAL GLUE-LAMINATED MEMBER SHALL BE AS DETAILED ON THE DRAWINGS AND CONFORM TO THE 'MANUAL OF STANDARD PRACTICE FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL MEMBERS FOR BUILDINGS (V1) (EDITION AND SUPPLEMENTS). ADHESIVES SHALL BE FOR NET USE SURFACES OF MEMBERS SHALL BE SEALED WITH A SEALER COAT AND MEMBERS SHALL BE INDIVIDUALLY WRAPPED WITH A PROTECTIVE COVERING. MEMBERS SHALL HAVE THE FOLLOWING ALLOWABLE WORKING STRESS VALUES FOR NORMAL HORIZONTAL LOADING:
SIMPLE BEAMS: STRESS COMBINATION 24F-V
CONTINUED AND STRESS COMBINATION 24F-V0 CONTINUOUS BEAMS
PREFABRICATED WOOD PRODUCTS
PREFABRICATED BEAMS, HEADERS AND RM JOIST SHALL BE BY IA OR ENGINEER APPROVED EQUAL AND SHALL HAVE THE FOLLOWING PROPERTIES:

Table with 4 columns: Fv (PSI), Fb (PSI), E (KSI). Rows include TIMBERSTRAND, LSL, MICROLAM, LVL, and PARALLAM, PSL.

ENGINEERED J-JOISTS

- ENGINEERED COMPOSITE I-JOISTS SHALL BE MANUFACTURED BY TRUSS JOIST MACALLAN OR ENGINEER APPROVED EQUIVALENT. JOIST BRACING SHALL BE PER THE MANUFACTURER'S RECOMMENDATIONS. PENETRATIONS BY JOIST FROM OTHER TRADES (MECHANICAL, ELECTRICAL, PLUMBING, ETC.) SHALL BE PER THE MANUFACTURER'S RECOMMENDATIONS, AND SUBMITTED TO THE ENGINEER FOR APPROVAL.
COORDINATION WITH OTHER TRADES (MEP)
THE GENERAL CONTRACTOR IS RESPONSIBLE FOR INSURING ALL SUBCONTRACTORS PERFORM THEIR WORK IN CONFORMANCE WITH ACCEPTABLE CODE REQUIREMENTS AS DIRECTED BY THE LOCAL BUILDING DEPARTMENT. PENETRATIONS, MODIFICATIONS, OR ANY ALTERATION OF STRUCTURAL FRAMING SYSTEMS BY ANY CONTRACTOR DESIGNATED OR UNDESIGNATED (SUBCONTRACTORS) SHALL BE AT THE SOLE RISK AND RESPONSIBILITY OF THE GENERAL CONTRACTOR. REPAIRS OR REQUESTS FOR PENETRATIONS OR ALTERATIONS TO STRUCTURAL FRAMING MEMBERS SHOWN IN THESE DRAWINGS IS NOT IN THE CONTRACT (NO) ASSOCIATED WITH THE SCOPE OF SERVICES TO BE PROVIDED BY BSM CONSULTING ENGINEERS, INC.

SHOP DRAWINGS AND SUBMITTALS

- THE CONTRACTOR SHALL REVIEW, STAMP WITH HIS APPROVAL, DATE AND SIGN ALL SHOP DRAWINGS REQUIRED BY THE CONTRACT DOCUMENTS PRIOR TO SUBMITTAL TO THE ENGINEER AT THE TIME OF SUBMISSION. THE CONTRACTOR SHALL INFORM THE ENGINEER IN WRITING OF ANY OMISSION IN THE SHOP DRAWINGS FROM THE REQUIREMENTS OF THE CONTRACT DOCUMENTS. SUBMITTALS SHALL INCLUDE THE FOLLOWING:

- 1. TRUSS SHOP DRAWINGS - STAMPED BY AN OREGON REGISTERED PROFESSIONAL ENGINEER
2. CONCRETE REINFORCING SHOP DRAWINGS (BAR BENDS AND PLACEMENT)
3. CONCRETE MIX DESIGN AND COMPRESSIVE TEST STRENGTH RESULTS
4. DRILLED IN CONCRETE / ANCHOR (DCA) PRODUCT SUBMITTAL
5. STRUCTURAL STEEL SHOP DRAWINGS FOR COLUMN, BASE PLATES AND BEAM BUCKETS.
6. SHOP DRAWINGS FOR GLUE-LAMINATED BEAMS AND TIMBERS TO BE PRE-DRILLED
7. STRUCTURAL OBSERVATION AND SPECIAL INSPECTION
1. CONCRETE REINFORCING STEEL PLACEMENT AT ALL LOCATIONS
2. DURING INSTALLATION OF ALL DRILLED IN CONCRETE ANCHORS.
3. WOOD FRAMING LATERAL FORCE RESISTING SYSTEM (LFRS) HOLDINGS, SHEAR WALLS, DIAPHRAGM (ROOF AND FLOOR), NAILING AND BRACING. REQUEST STRUCTURAL OBSERVATIONS AT THE FOLLOWING CONSTRUCTION STAGES:
A. PRIOR TO CASTING FOUNDATION CONCRETE
B. AT EACH SUCCESSIVE FLOOR FRAMING INTERVAL
C. AFTER COMPLETE INSTALLATION OF ROOF DIAPHRAGM AND SHEAR BLOCKING
D. PRIOR TO 'CLOSING IN' THE WALL FRAMING

CODE AND REFERENCES

- 1. 2003 INTERNATIONAL BUILDING CODE, WOODWORK STRUCTURAL SPECIALTY CODE (SSSC) AMENDMENTS.
2. AIA 318 'BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE', AMERICAN CONCRETE INSTITUTE, 2002 EDITION.
3. GEOTECHNICAL ENGINEERING REVIEW REPORT PREPARED BY CARLSON GEOTECHNICAL, INC. DATED 08-28-05
4. AWS D1.1 'STRUCTURAL WELDING CODE-STEEL', AMERICAN WELDING SOCIETY, 2000 EDITION.
5. AWS D1.4 'STRUCTURAL WELDING CODE-REINFORCING STEEL', AMERICAN WELDING SOCIETY, 1998 EDITION.
6. AISC 'STEEL CONSTRUCTION MANUAL, ASD' AMERICAN INSTITUTE OF STEEL CONSTRUCTION, 9TH EDITION.
7. NATIONAL DESIGN SPECIFICATION FOR WOOD STRUCTURES, (NDS), ALLOWABLE STRESS DESIGN 2001 EDITION.

PLAN APPROVED

The issuance of permit or approval of plans, specifications and computations shall not be construed to be a permit fee, or an approval of any violation of any of the provisions of this code or of any other ordinance of the jurisdiction.

Signature and date of engineer: [Signature] DATE: [Date]

DRAWING SHEET INDEX:

- S1 - GENERAL NOTES
S2 - TYPICAL DETAILS
S3 - FOUNDATION PLAN
S4 - FIRST FLOOR PLAN W/ SECOND FLOOR FRAMING
S5 - SECOND FLOOR PLAN W/ THIRD FLOOR FRAMING
S6 - ROOF FRAMING PLAN
S7 - FRAMING DETAILS
S8 - FRAMING DETAILS

Validity of Permit: The issuance of permit or approval of plans, specifications and computations shall not be construed to be a permit fee, or an approval of any violation of any of the provisions of this code or of any other ordinance of the jurisdiction.



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PIER ONE MARINA BUILDING
PIER ONE, WEST BASIN MARINA ASTORIA OREGON

Issue/Revision Date: 07-01-06
FIRST COORD: 08-11-06
FOUND. PERMIT: 09-01-06
CONST. ISSUE: 09-15-06

WHEAT & ASSOCIATES P.C.
100 2100
OREGON CITY OR 97049
503-728-8030

BSM Project #: 00016
Drawn By: TEBB
Designed By: BSM
Checked By: BSM

GENERAL NOTES

S1



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PIER ONE MARINA BUILDING
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Issue/Revision Date:
 FIRST CORR: 07-01-06
 FINAL CORR: 08-11-05
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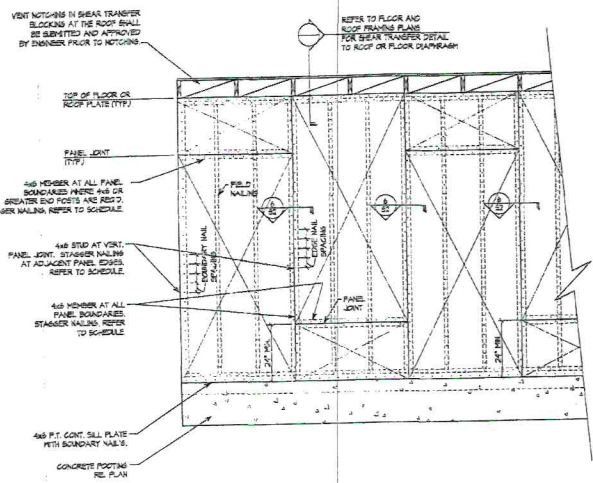
RSM Project #: 05016
 Drawn By: TEBB
 Designed By: DSM
 Checked By: RSM

TYPICAL DETAILS

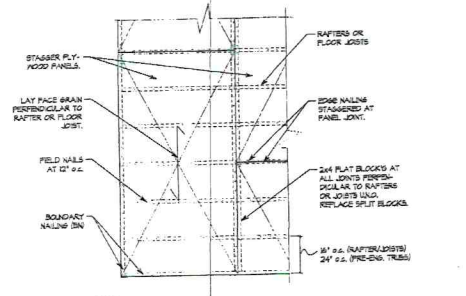
S2

SHEAR WALL CONSTRUCTION NOTES:

1. PROVIDE 4# STD (4#0) AT ALL VERTICAL PANEL JOINTS AS SHOWN IN THE SHEAR WALL SCHEDULE ON THE PLAN SHEETS.
2. STAGGER NAILS AT ADJACENT PANEL EDGES ALONG COMMON STUD.
3. NAILS SHALL BE COMMON NAIL OR GALVANIZED BOX NAIL. FRAMING CONTRACTOR SHALL SUBMIT PROOF OF NAIL COMPLIANCE.
4. NO PANEL SHALL HAVE ANY DIMENSION LESS THAN 24" IN ANY DIRECTION.
5. STAGGER PANEL JOINTS AND PROVIDE SOLID BLOCKING AT ALL PANEL EDGES.
6. PROVIDE 3/8" MINIMUM EDGE DISTANCE AT ALL NAILING LOCATIONS.
7. AVOID OVER PENETRATING SHEATHING WITH IMPROPER AIR NAIL GUN SETTINGS.
8. REFER TO SHEET 01 FOR ADDITIONAL INFORMATION ON STRUCTURAL-USE WOOD PANELS.
9. CONTACT RSM CONSULTING ENGINEERS, INC. FOR FRAMING CLARIFICATIONS, IF ANY, REGARDING SHEAR WALL CONSTRUCTION REQUIREMENTS.

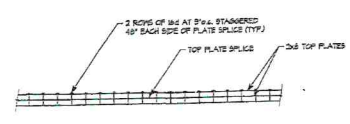


7 TYP. SHEAR WALL CONSTRUCTION
 SCALE: 1/2" = 1'-0"

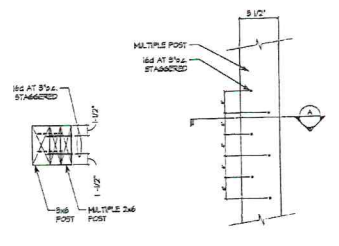


- NOTES:
 1. REFER TO PLANS FOR PLYWOOD OR OSB THICKNESS AND NAILING.
 2. 4#0'S SIZE OF SHEETS TO BE BRIDGED OVER JOIST.
 3. ALL NAILING TO HAVE A MINIMUM EDGE DISTANCE OF 3/8".

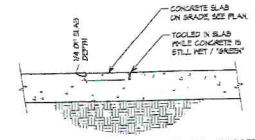
8 TYP. ROOF AND FLOOR DIAPHRAGM
 SCALE: 1/2" = 1'-0"



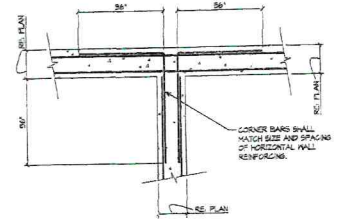
5 DBL. TOP PLATE SPLICE
 SCALE: 3/4" = 1'-0"



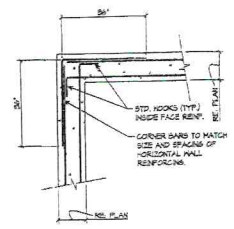
6 SECTION - A TYP. BUILT-UP POSTS
 SCALE: 3/4" = 1'-0"



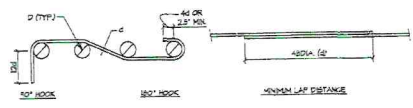
1 TYP. S.O.G. CONTROL JOINT
 SCALE: 3/4" = 1'-0"



2 TYP. INTERSECTION REINFORCING
 SCALE: 3/4" = 1'-0"



3 TYP. CORNER REINFORCING
 SCALE: 3/4" = 1'-0"

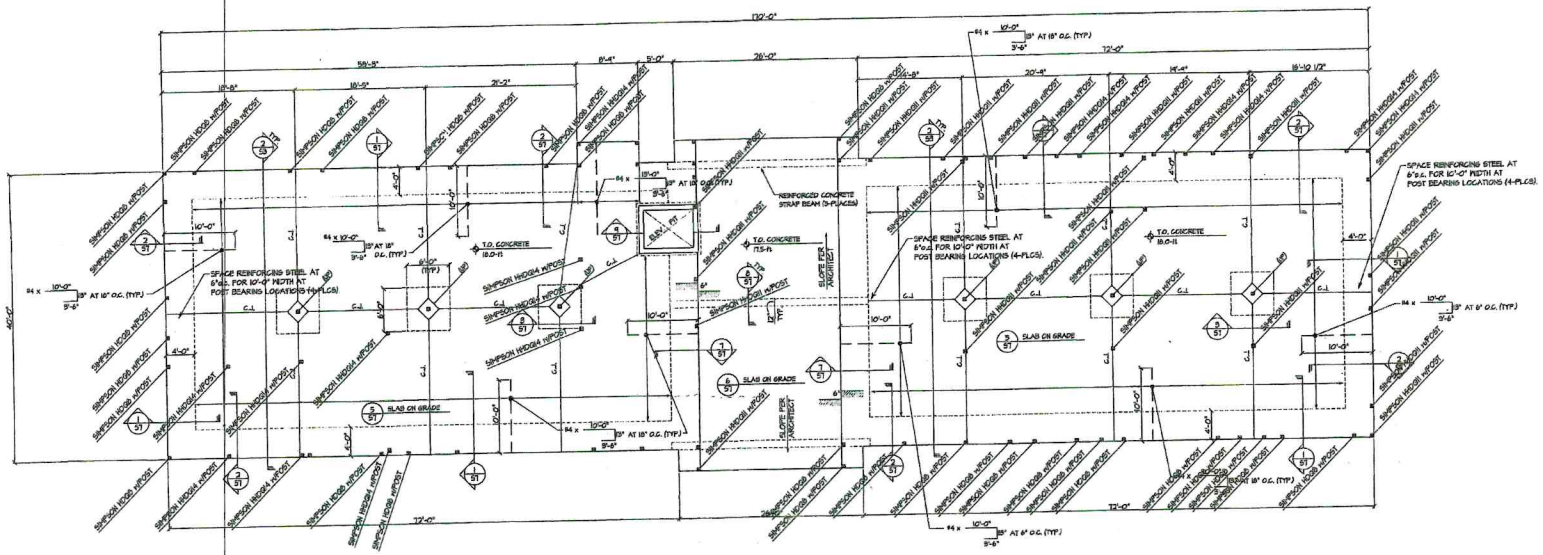


- NOTES:
 1. SPLICED BARS SHOULD BE PILED TOGETHER & CONTACT
 2. 2 EQUALS DIAMETER OF BEND OR HOOK
 3. 2 EQUALS DIAMETER OF REBAR

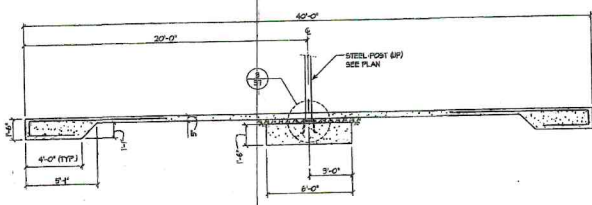
4 TYP. REBAR BENDS
 SCALE: 3/4" = 1'-0"



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1 FOUNDATION PLAN
 SCALE: 1/8" = 1'-0"



2 TRANSVERSE FOUNDATION SECTION
 SCALE: 1/4" = 1'-0"

- PLAN NOTES:
1. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL DIMENSIONS, SLAB PENETRATIONS, EED-GRADE PREPARATIONS, AND REINFORCING PLACEMENT.
 2. ALL ANCHOR BOLTS AND HOLD DOWNS ARE INTENDED TO BE DRILLED IN CONCRETE ANCHORS (DUGS) USING HELIX HIT HP-90 METHOD AT HOLD DOWN HOLES AND HELIX TWO EXPANSION ANCHORS AT ALL REBAR ANCHOR BELTS. USE 3/8" x 8" MINIMUM DIAMETER ANCHOR BOLTS AT 3/2" DIA. IN SLAB WITH EMBEDMENT SINCE AT ALL EXTERIOR WALLS. USE 1/2" x 8" x 4" MINIMUM EMBEDMENT AT 45° O.C. AT INTERIOR WALL LOCATIONS.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ANCHOR REBAR LOCATIONS TO INSURE DUGS DO NOT PENETRATE THE CONCRETE REINFORCING STEEL.
 4. THE BOTTOM OF ALL FOOTINGS SHALL BE PLACED A MINIMUM OF 12" BELOW FINISHED GRADE. THE BOTTOM OF ALL FOOTINGS SHALL BE FORMED ON COMPACTED SOIL FOR THE REQUIREMENTS SET FORTH BY GULFCON GEOTECHNICAL, INC.
 5. SPECIAL INSPECTION AS MAY BE REQUIRED BY THE BUILDERS OFFICIAL SHALL BE COORDINATED BY THE GENERAL CONTRACTOR.

PIER ONE MARINA BUILDING
 PIER ONE, WEST BASIN MARINA
 ASTORIA OREGON

Issue/Revision Date	Issue/Revision Description
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FINAL COORD: 08-11-05	
PDAM PERMIT: 09-01-05	
CONSV ISSUE: 11-16-05	

BSM Project #: 05016
 Drawn By: TMB
 Designed By: BSM
 Checked By: BSM

FOUNDATION PLAN

S3

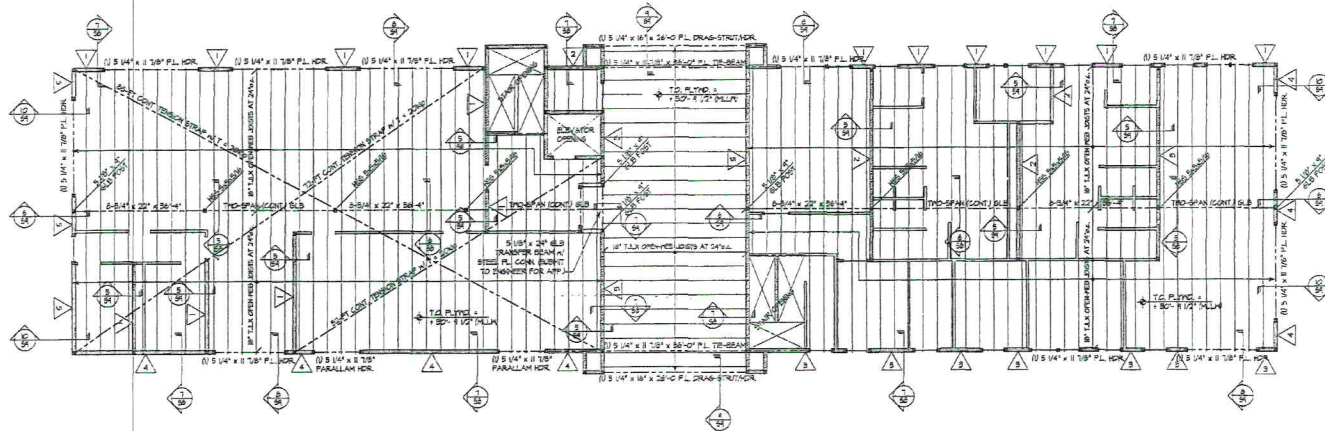
ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED ARE IN FEET AND INCHES. DIMENSIONS IN PARENTHESES ARE FOR INFORMATION ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL DIMENSIONS, SLAB PENETRATIONS, EED-GRADE PREPARATIONS, AND REINFORCING PLACEMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ANCHOR REBAR LOCATIONS TO INSURE DUGS DO NOT PENETRATE THE CONCRETE REINFORCING STEEL. SPECIAL INSPECTION AS MAY BE REQUIRED BY THE BUILDERS OFFICIAL SHALL BE COORDINATED BY THE GENERAL CONTRACTOR.

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PIER ONE MARINA BUILDING
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1 FIRST FLOOR PLAN WITH SECOND FLOOR FRAMING
 SCALE: 1/8" = 1'-0"

PLAN NOTES:

- FLOOR SHEATHING SHALL BE METEG 150L 3/4" T16 PLYWOOD. NAILS W/SH AT DECS AND BUILT W/SH SCHEDULE PLANS OR APPROVED EQUIVALENT. BLOCKING REQUIRED BETWEEN ALL PANEL ENDS.
- ALL WALLS SHALL BE SHEATHED WITH 5/8" (NOMINAL) APA RATED SHEATHING AND NAILS PER OS AT ALL JOINTS, EXCEPT WHERE PLANS SPECIFICALLY designate a "CANTER NAIL PATTERN AS SHOWN IN THE SHEAR WALL SCHEDULE. PANELS WITH DIMENSIONS LESS THAN 24" SQUARE SHALL NOT BE USED.
- ALL STRUCTURAL FLOOR WALL AND ROOF SHEATHING SHOWN ON THESE PLANS SHALL BE DIRECTLY APPLIED TO THE ROOF FRAMING MEMBERS AS REQUIRED FOR THE 2005 INTERNATIONAL BUILDING CODE REQUIREMENTS FOR DRINKING STRUCTURES. PRESERVATIVE LEAD PAINT METHODS ARE NOT SUITABLE FOR USE ON THIS PROJECT.
- INDICATES DIRECTION AND EXTENT OF 1/2" TALK OPENINGS FLOOR JOIST AT 24" O.C.
- INDICATES PLYWOOD SHEAR WALL WITH REQUIRED NAILING & BLOCKING CONTROLS ABOVE & BELOW OPENINGS. REFER TO SCHEDULE ON SHEET SA.
- INDICATES 2x4 POST UNLESS NOTED OTHERWISE ON PLAN.
- INDICATES 2x4 POST UNLESS NOTED OTHERWISE ON PLAN.
- ALL POSTS SHALL HAVE CONTINUOUS BLOCKING FROM THEIR PROPOSED FLOOR LEVELS TO THE FOUNDATION STEEL WALL.
- BEAM LENGTHS ARE NOTED FOR SPICE LOCATIONS ONLY. CONTRACTOR SHALL VERIFY ACTUAL DIMENSIONS PRIOR TO ORDERING.

ALL NAILS SHALL BE COMMON WIRE OR GALVANIZED BOX NAILS PER 2003 IBC

WOOD PANEL SHEAR WALL SCHEDULE										
WALL PANEL	SHEATHING THICKNESS	SHEATHING GRADE	SHEATHING SIZE	NAIL SIZE	NAIL SPACING	NOMINAL SHEATHING THICKNESS	NOM. STUD THICKNESS	ROLL STUD ATTACHMENT	END POST HOLD DOWN ATTACHMENT	
										BOARDW/ PANEL ENDS
1	2	APA RATED	1/2"	10d	3' 12"	4"	6"	3/4" x 8 A.B. AT 24" O.C.	5x8	SEE PLAN
2	2	APA RATED	1/2"	10d	3' 12"	4"	6"	3/4" x 8 A.B. AT 24" O.C.	5x8	SEE PLAN
3	2	APA RATED	1/2"	10d	4' 12"	4"	6"	3/4" x 8 A.B. AT 24" O.C.	5x8	SEE PLAN
4	1	APA RATED	1/2"	10d	3' 12"	4"	6"	3/4" x 8 A.B. AT 24" O.C.	5x8	SEE PLAN
5	1	APA RATED	1/2"	10d	3' 12"	4"	6"	3/4" x 8 A.B. AT 24" O.C.	5x8	SEE PLAN

WOOD DIAPHRAGM NAILING SCHEDULE									
LEVEL	SHEATHING THICKNESS	SHEATHING GRADE	NAIL SIZE	NAIL SPACING			PANEL ENDS BLOCKING		
				BOARDW/ PANEL ENDS	PANEL ENDS	PANEL ENDS BLOCKING			
ROOF	5/8"	APA RATED	10d	4'	6'	6'	12"	REQUIRED	
FLOORS	3/4"	APA RATED	10d	2'	5'	5'	12"	REQUIRED	

NOTES:
 1. REFER TO DETAIL 8 ON SHEET 82 FOR TYPICAL SHEAR WALL CONSTRUCTION.
 2. REFER TO DETAIL 2 ON SHEET 97 FOR TYPICAL HOLD-DOWN INSTALLATION DETAIL.
 3. 3" SQUARE x 1/4" THICK PLATE FRAMING PER THE 2003 IBC SHALL BE USED AT ALL INCH-OR-BETTER LOCATIONS.

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 PWDN. PERMIT: 09-01-06
 CONST ISSUE: 11-16-06

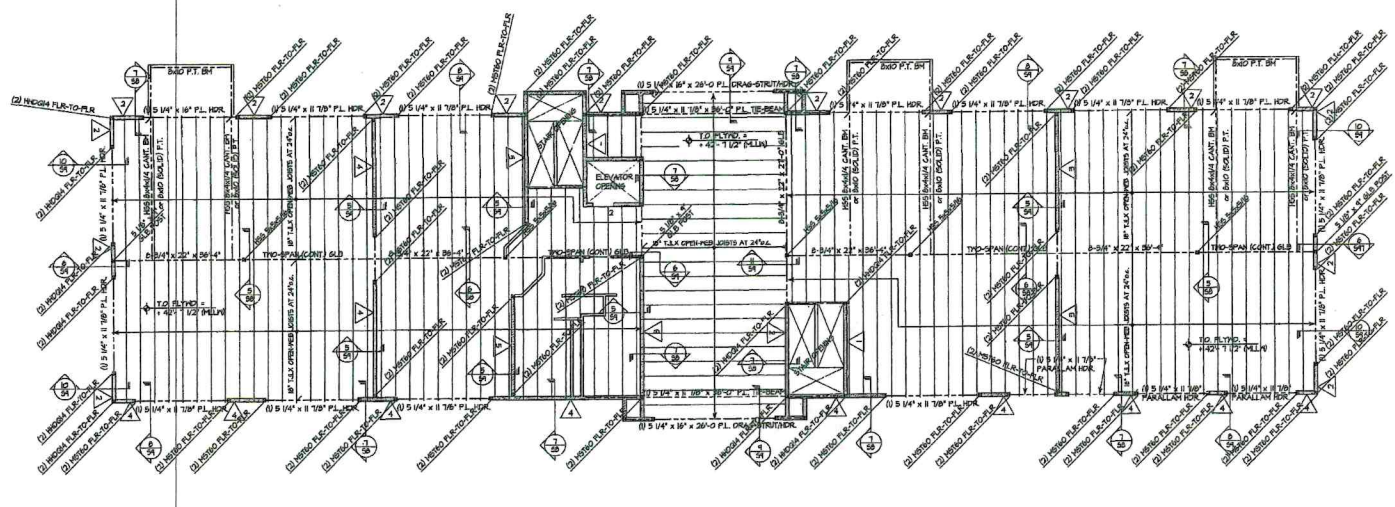
BSM Project #: 05015
 Drawn By: TMB/BSM
 Designed By: BSM
 Checked By: BSM

SECOND FLOOR FRAMING
 S4



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PIER ONE MARINA BUILDING
PIER ONE, WEST BASIN MARINA
ASTORIA OREGON



1 SECOND FLOOR PLAN WITH THIRD FLOOR FRAMING
 SCALE: 1/8" = 1'-0"

- PLAN NOTES:**
- FLOOR SHEATHING SHALL BE PLYGOS "GOLD" 5/8" T&G PLYWOOD, NAILED WITH 16D AND FILLED WITH EGGSHELL PLUGS OR APPROVED EQUIVALENT. BLOCKING REQUIRED BETWEEN ALL PANEL TOES.
 - ALL WALLS SHALL BE SHEATHED WITH 5/8" (MINIMUM) APA RATED SHEATHING AND NAILED WITH 16D AT 412 (MINIMUM), EXCEPT WHERE PLANS SPECIFICALLY INDICATE A DIFFERENT WALL PATTERN AS SHOWN IN THE SHEAR WALL SCHEDULE. PANELS WITH DIMENSIONS LESS THAN 24" SQUARE SHALL NOT BE USED.
 - ALL STRUCTURAL WALL AND ROOF SHEATHING SHOWN ON THESE PLANS SHALL BE STRICTLY APPLIED TO THE FLOOR FRAMING MEMBERS AS REQUIRED FOR THE 2003 INTERNATIONAL BUILDING CODE REQUIREMENTS FOR ENGINEERED STRUCTURES. (PRESCRIPTIVE LOAD PATH MEMBERS ARE NOT SUITABLE FOR USE ON THIS PROJECT).
 - INDICATES DIRECTION AND EXTENT OF 18" T&G OPEN-WEB FLOOR JOIST AT 24" O.C.
 - INDICATES PLYWOOD SHEAR WALL WITH REQUIRED WALLING & BLOCKING CONTIGUOUS ABOVE & BELOW OPENING REFER TO SCHEDULE ON SHEET SA.
 - INDICATES 2-3/4" POST UNLESS NOTED OTHERWISE ON PLAN.
 - INDICATES 2-3/4" POST UNLESS NOTED OTHERWISE ON PLAN.
 - ALL POSTS SHALL HAVE CONTIGUOUS BEARINGS FROM THEIR PRESCRIBED FLOOR LEVEL TO THE FOUNDATION WITH WALL.
 - BEAM LENGTHS ARE NOTED FOR REFERENCE ONLY. CONTRACTOR SHALL VERIFY ACTUAL DIMENSIONS PRIOR TO ORDERING.

ALL NAILS SHALL BE COMMON WIRE OR GALVANIZED BOX NAILS PER 2003 IBC

WOOD PANEL SHEAR WALL SCHEDULE

WALL MARK	SHEATHING TO 1 OR 2 SIDES	SHEATHING BRACE	SHEATHING THICKNESS	WALL SIZE	NAIL SPACING		NOMINAL WALL THICKNESS AT JOINTS	NOM. STUD THICKNESS AT JOINTS	SOLE PL. ATTACHMENT	BSP POST SIZE	BSP POST HOLD DOWN ATTACHMENT
					REQUIRED	FIELD					
△	2	APA RATED	1/2" S2	104 2'	12'	4"	3"	3"	3/4" x 6" Lags AT 22" o.c.	2x6 +	SEE PLAN
△	2	APA RATED	1/2" S2	104 3'	12'	4"	3"	3"	3/4" x 6" Lags AT 22" o.c.	2x6 +	SEE PLAN
△	2	APA RATED	1/2" S2	104 4'	12'	4"	3"	3"	3/4" x 6" Lags AT 22" o.c.	2x6 +	SEE PLAN
△	1	APA RATED	1/2" S2	104 2'	12'	4"	3"	3"	3/4" x 6" Lags AT 24" o.c.	2x6 +	SEE PLAN
△	1	APA RATED	1/2" S2	104 3'	12'	4"	3"	3"	3/4" x 6" Lags AT 24" o.c.	2x6 -	SEE PLAN

WOOD DIAPHRAGM NAILING SCHEDULE

LEVEL	SHEATHING THICKNESS	SHEATHING BRACE	NAIL SPACING				PANEL EDGE BLOCKERS	
			WALL SIZE	BOUNDARY MEMBERS	PANEL SIZES	PANEL BRGS		
ROOF	5/8"	APA RATED	104	4"	3"	6"	12"	REQUIRED
FLOORS	5/8"	APA RATED	104	3"	3"	6"	12"	REQUIRED

NOTES:

- REFER TO DETAIL 6 ON SHEET S2 FOR TYPICAL SHEAR WALL CONSTRUCTION.
- REFER TO DETAIL 2 ON SHEET S1 FOR TYPICAL HOLD-DOWN INSTALLATION DETAIL.
- 3" SQUARE x 1/4" THICK PLATE WASHERS PER THE 2003 IBC SHALL BE USED AT ALL ANCHOR BOLT LOCATIONS.

Issue/Revision Date:
FIRST COORD: 07-01-05
FINAL COORD: 08-11-05
FOUND. PERMIT: 09-01-05
CONTRACT ISSUED: 11-16-05

BSM Project #: 05018
 Drawn By: TEHB/BSM
 Designed By: BSM
 Checked By: BSM

THIRD FLOOR FRAMING
S5



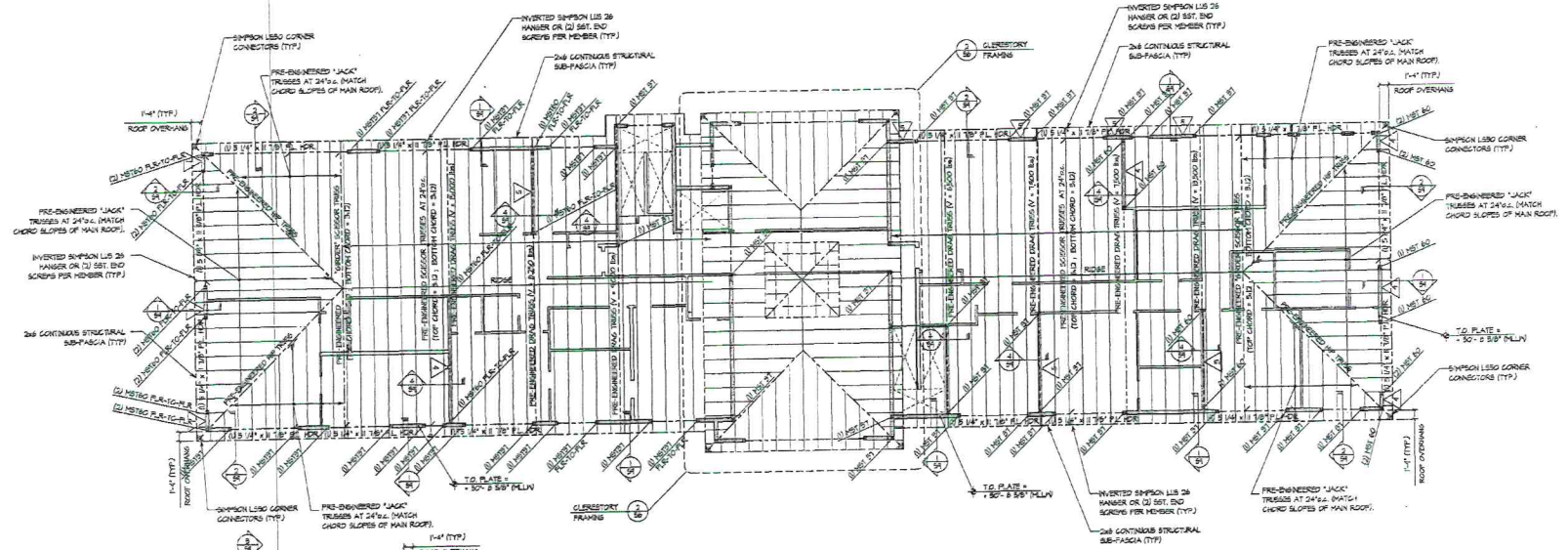
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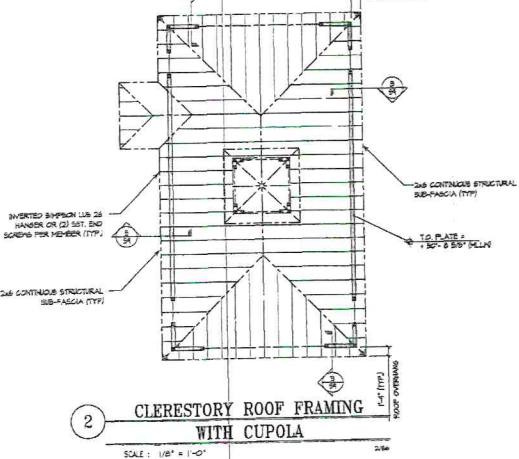
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FINAL COURSE: 08-11-09
FINAL PERMIT: 09-01-09
CONST. ISSUE: 11-18-09

BSM Project #: 06018
 Drawn By: TEBB/BSM
 Designed By: BSM
 Checked By: BSM

ROOF FRAMING PLAN
S6



1 **THIRD FLOOR PLAN WITH ROOF FRAMING**
 SCALE: 1/8" = 1'-0"



2 **CLERESTORY ROOF FRAMING WITH CUPOLA**
 SCALE: 1/8" = 1'-0"

- PLAN NOTES:**
1. ROOF BEAMS SHALL BE 2x10 PLYWOOD, 1/2" X 4x12 BLOSSOM RESISTED BETWEEN ALL PANEL EDGES.
 2. ALL RAFTERS SHALL BE BRIDGE 1700 8x12 (NOMINAL) APA RATED BEAMS AND NAILED WITH 10d AT 4x12 (NOMINAL) EXCEPT WHERE PLAN SPECIFICALLY DESIGNATE A DIFFERENT NAIL PATTERN. REFER TO THE BEAM WALL SCHEDULE ON THIS SHEET. PANELS WITH DIMENSIONS LESS THAN 24" SQUARE SHALL NOT BE USED.
 3. ALL STRUCTURAL FLOOR WALL AND ROOF BEAMS SHOWN ON THESE PLANS SHALL BE EXACTLY APPLIED TO THE ROOF FRAMING MEMBERS AS REQUIRED FOR THE 2003 INTERNATIONAL BUILDING CODE REQUIREMENTS FOR OVERLAPPING JOISTS. PREScriptive JOIST PATH METHODS ARE NOT SUITABLE FOR USE ON THIS PROJECT.
 4. INDICATES DIRECTION AND EXTENT OF PRE-ENGINEERED ROOF TRUSSES AT 24\"/>
 5. INDICATES ULTIMATE SHEAR WALL WITH REQUIRED WALLS & BLOSSOM CONTIGUOUS ABOVE & BELOW OPENINGS. REFER TO SCHEDULE THIS SHEET.
 6. INDICATES 2x4 POST (NAILS NOTED OTHERWISE ON PLAN).
 7. INDICATES 2x4 POST (NAILS NOTED OTHERWISE ON PLAN).
 8. ALL POSTS SHALL HAVE CONTIGUOUS BEAMS FROM THEIR PREVIOUS FLOOR LEVEL TO THE FOUNDATION STEEL WALL.
 9. BEAM LENGTHS ARE NOTED FOR BRIDGE LOCATIONS ONLY. CONTRACTOR SHALL VERIFY ACTUAL DIMENSIONS PRIOR TO ORDERING.

ALL NAILS SHALL BE COMMON WIRE OR GALVANIZED BOX NAILS PER 2003 IBC

WOOD PANEL SHEAR WALL SCHEDULE

WALL MARK	SHEATHING THICKNESS TO 1 OR 2 SIDES	SHEATHING GRADE	SHEATHING THICKNESS	NAIL SIZE	NAIL SPACING EDGES	NAIL SPACING FIELD	NOMINAL BELL THICKNESS	NOV. SITE ATTACHMENT	SOIL F. TENSURE	END POST SIZE	END POST HOLD DOWN ATTACHMENT
△	2	APA RATED	1/2"	10d	6"	12"	4"	3"	3 1/4" SLOPE AT 12" O.C.	3x6	SEE PLAN
△	2	APA RATED	1/2"	10d	6"	12"	4"	3"	3 1/4" SLOPE AT 12" O.C.	3x6	SEE PLAN
△	2	APA RATED	1/2"	10d	6"	12"	4"	3"	3 1/4" SLOPE AT 12" O.C.	3x6	SEE PLAN
△	1	APA RATED	1/2"	10d	6"	12"	4"	3"	3 1/4" SLOPE AT 24" O.C.	3x6	SEE PLAN
△	1	APA RATED	1/2"	10d	6"	12"	4"	3"	3 1/4" SLOPE AT 24" O.C.	3x6	SEE PLAN

WOOD DIAPHRAGM NAILING SCHEDULE

LEVEL	SHEATHING THICKNESS	SHEATHING GRADE	NAIL SIZE	BOARDS/ MEMBERS	PANEL SIZES	PANEL ENDS	PANEL EDGE BLOSSOM	
ROOF	5/8"	APA RATED	10d	4"	6"	6"	12"	REQUIRED
FLOOR	5/8"	APA RATED	10d	3"	5"	5"	12"	REQUIRED

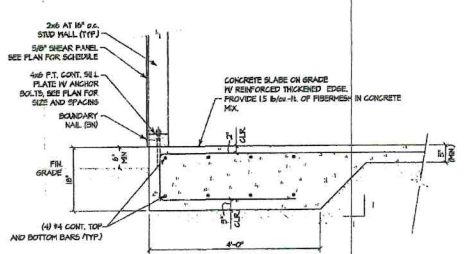
NOTES:
 1. REFER TO DETAIL 8 ON SHEET S2 FOR TYPICAL SHEAR WALL CONSTRUCTION.
 2. REFER TO DETAIL 3 ON SHEET S1 FOR TYPICAL HOLD-DOWN INSTALLATION DETAIL.
 3. 2" SQUARE X 1/4" THICK PLATE MEMBERS PER THE 2003 IBC SHALL BE USED AT ALL ANCHOR BOLT LOCATIONS.

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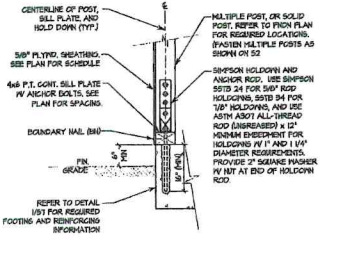


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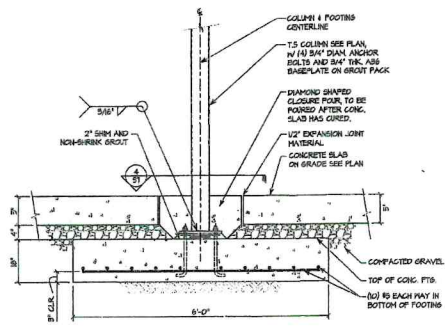
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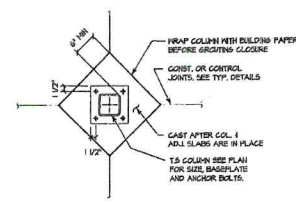
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 SCALE: 3/4" = 1'-0"



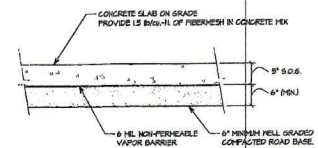
2 FOUNDATION DETAIL
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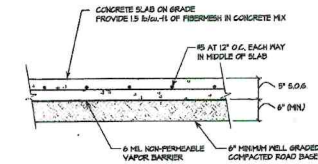
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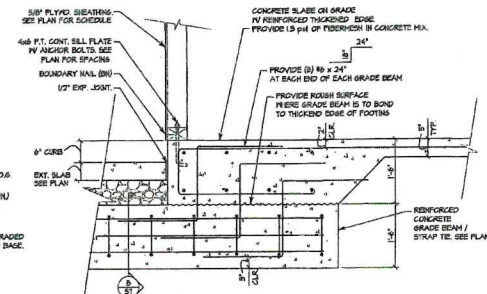
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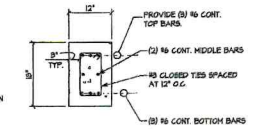
5 SLAB ON GRADE - INT.
 SCALE: 3/4" = 1'-0"



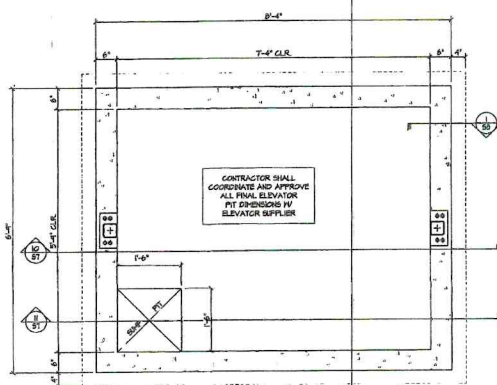
6 SLAB ON GRADE - EXT.
 SCALE: 3/4" = 1'-0"



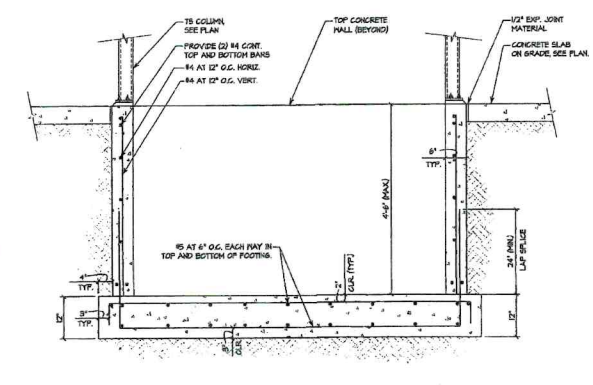
7 FOUNDATION DETAIL
 SCALE: 3/4" = 1'-0"



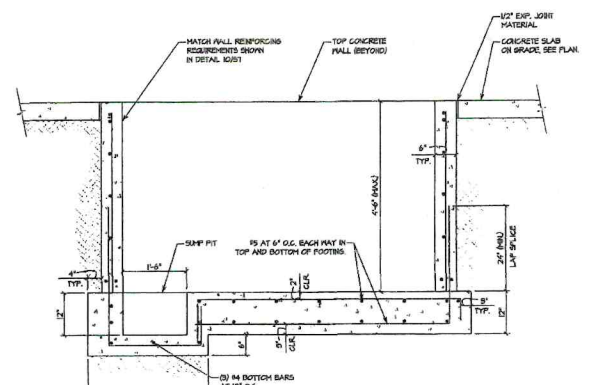
8 STRAP BEAM FTG.
 SCALE: 3/4" = 1'-0"



9 PLAN-ELEVATOR PIT
 SCALE: 3/4" = 1'-0"



10 SECT.-ELEV. PIT
 SCALE: 3/4" = 1'-0"



11 SECT.-ELEV. PIT
 SCALE: 3/4" = 1'-0"

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CONSTR. ISSUE:	11-16-05

BSM Project #: 05016
 Drawn By: YERB
 Designed By: BSM
 Checked By: BSM

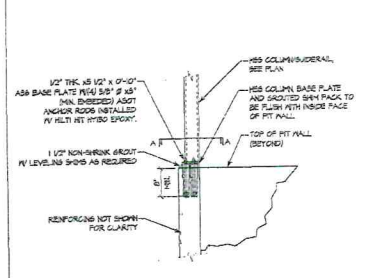
FRAMING DETAILS

S7

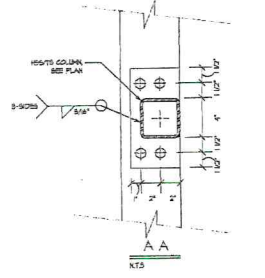


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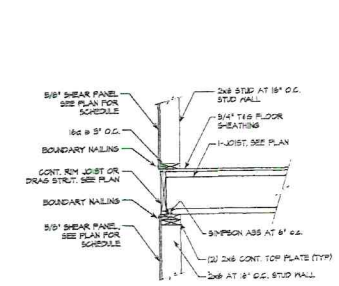
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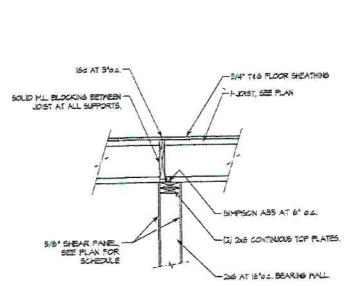
1 GUIDERAIL / HOISTWAY COLUMN
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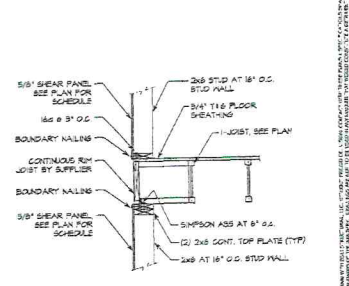
AA SECTION CUT
 SCALE: N.T.S.



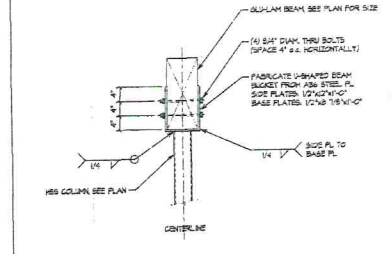
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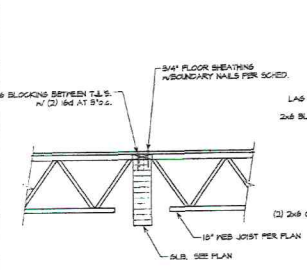
3 FRAMING DETAIL
 SCALE: 3/4" = 1'-0"



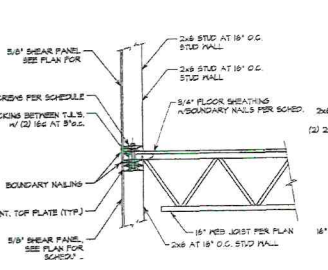
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 SCALE: 3/4" = 1'-0"



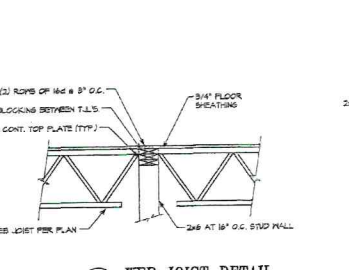
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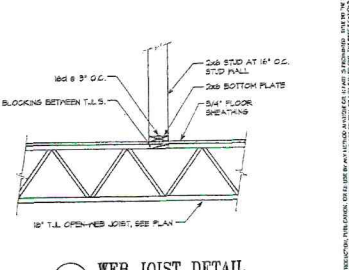
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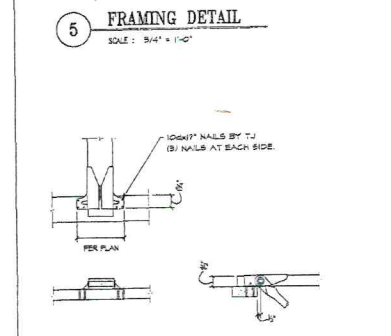
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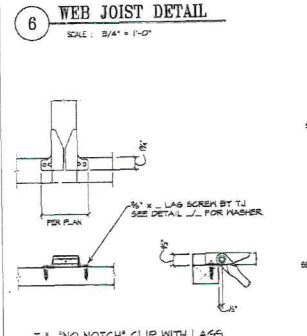
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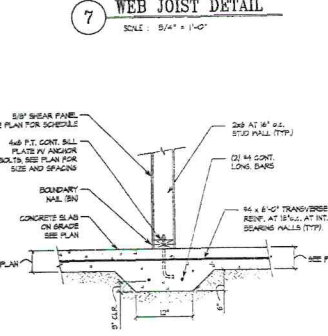
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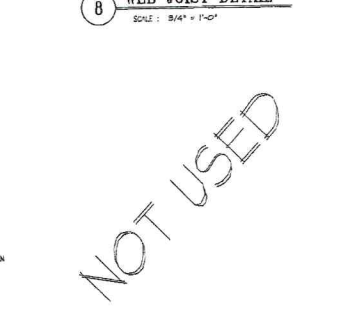
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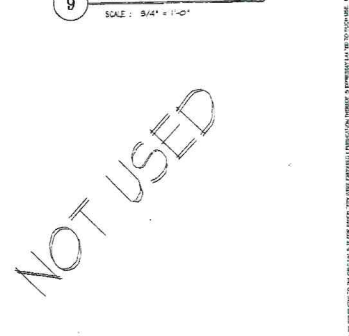
11 WEB JST CONN.
 SCALE: 3/4" = 1'-0"



12 FRAMING DETAIL
 SCALE: 3/4" = 1'-0"



13 FRAMING DETAIL
 SCALE: 3/4" = 1'-0"



14 FRAMING DETAIL
 SCALE: 3/4" = 1'-0"

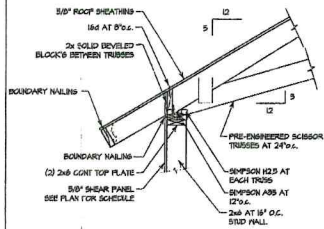
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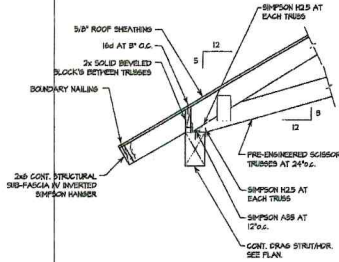
Issue/Revision Date:
 FIRST COORD: 07-01-05
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 FINAL PERMIT: 09-01-05
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BSM Project #: 00016
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 Designed By: BSM
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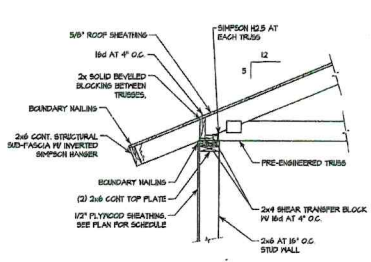
STRUCTURAL DETAILS



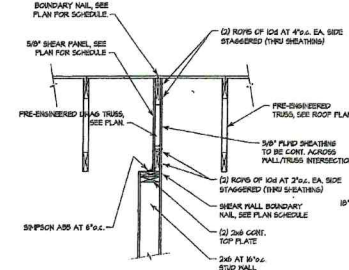
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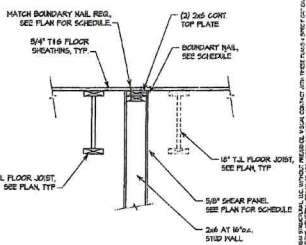
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3 FRAMING DETAIL
SCALE: 3/4" = 1'-0"



4 FRAMING DETAIL
SCALE: 3/4" = 1'-0"



5 FRAMING DETAIL
SCALE: 3/4" = 1'-0"

6 FRAMING DETAIL
SCALE: 3/4" = 1'-0"

7 FRAMING DETAIL
SCALE: 3/4" = 1'-0"

8 FRAMING DETAIL
SCALE: 3/4" = 1'-0"

9 FRAMING DETAIL
SCALE: 3/4" = 1'-0"

10 FRAMING DETAIL
SCALE: 3/4" = 1'-0"

11 FRAMING DETAIL
SCALE: 3/4" = 1'-0"

12 FRAMING DETAIL
SCALE: 3/4" = 1'-0"

13 FRAMING DETAIL
SCALE: 3/4" = 1'-0"

14 FRAMING DETAIL
SCALE: 3/4" = 1'-0"

15 FRAMING DETAIL
SCALE: 3/4" = 1'-0"



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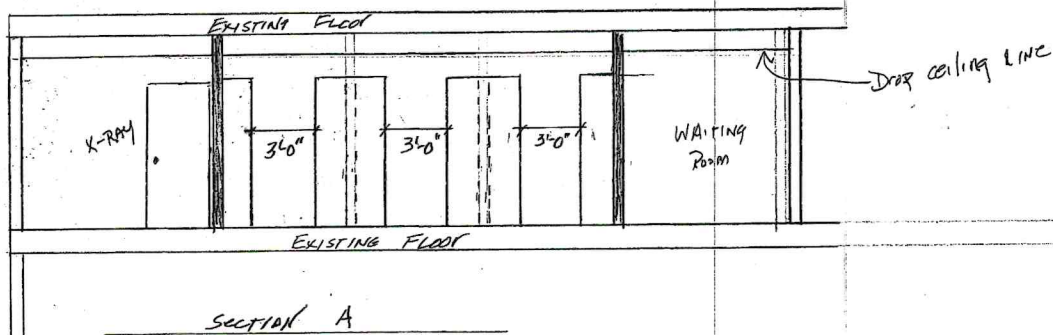
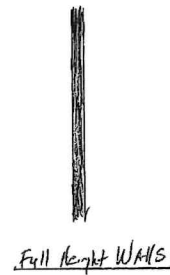
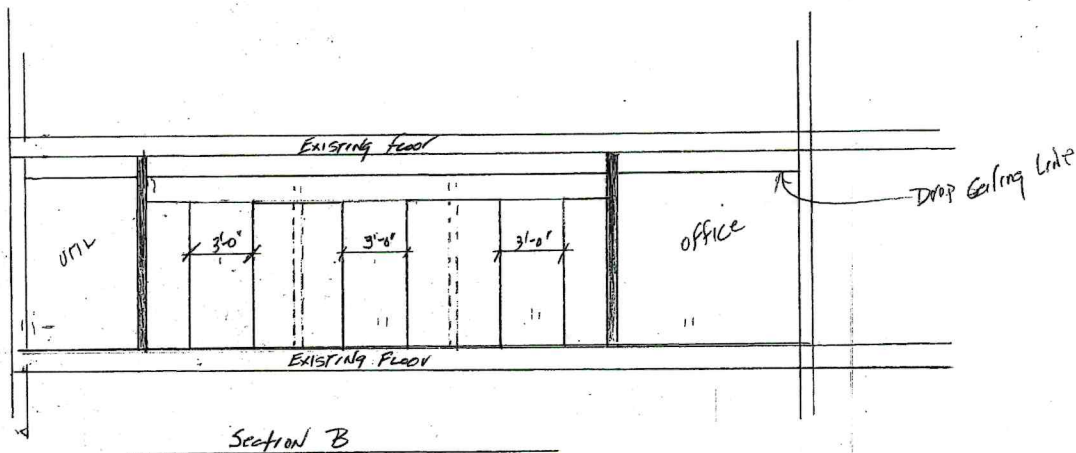
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CONST ISSUE: 11-18-05

BSM Project #: 05016
Drawn By: BSM
Designed By: BSM
Checked By: BSM

STRUCTURAL DETAILS

S9

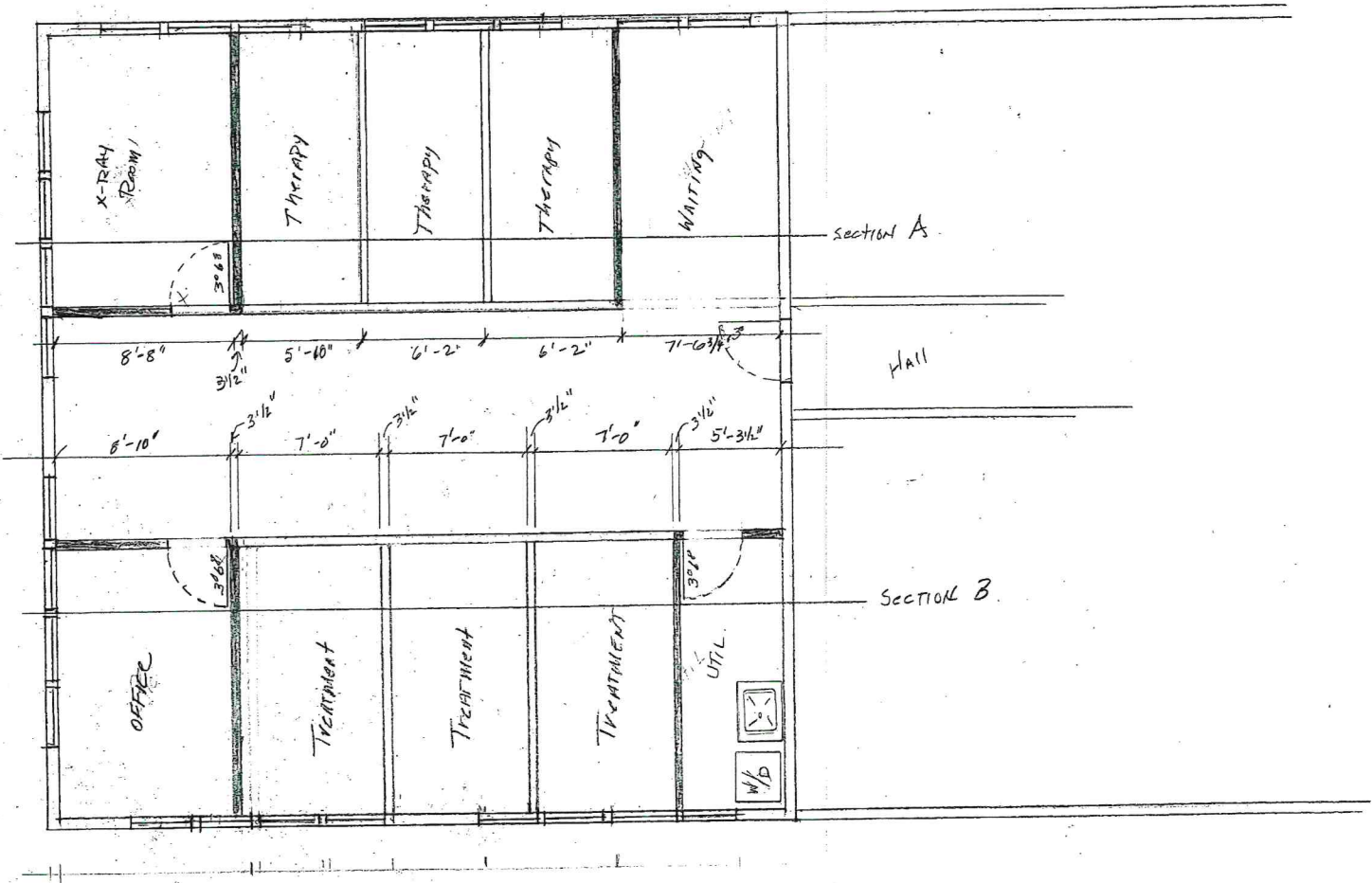
THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES.



Red Fin Const		
SCALE:	APPROVED BY:	DRAWN BY:
DATE:	REVISED:	
Tenant Improvement		
		DRAWING NUMBER

ALL WINDOWS ARE EXISTING 3'x5' FX. ALL EXTERIOR WALLS EXISTING

==== PARTITION WALLS
 ===== FULL HEIGHT WALL



Red FIN CONST		
SCALE: 1/4" = 1'	APPROVED BY:	DRAWN BY:
DATE:		REVISED:
TENANT IMPROVEMENT		
		DRAWING NUMBER:

Radiation Shielding Design

RADIOGRAPHIC ROOM

6/24/2024

THERIOT CHIROPRACTIC
10 PIER 1, STE 209
ASTORIA, OR 97103

Brandon N. Holman, MHP
Medical Physicist
brandon@corwinhp.com

Quality Medical Physics in the Pacific Northwest

www.corwinhp.com / PO Box 1707 Centralia, WA 98531 / phone (360) 736-6066 / fax (360) 736-7293



Shielding Design Summary

Shielding calculations were performed for the new x-ray system that will be installed at Theriot Chiropractic in Astoria, Oregon.

A summary table of shielding calculations is at enclosure 1. An annotated floorplan with shielding requirements is at enclosure 2. The following is a detailed explanation of the required shielding on each wall.

Outline of Required Shielding

The following shielding specifications are the minimum amount of shielding required to reduce radiation exposures to below the current regulatory limits. Installation of shielding that is thicker than specified below is acceptable. Unless noted, all wall shielding must extend from the floor to a height of 7 feet.

Chest Receptor/Exterior - Wall A. The Chest Receptor/Exterior wall does not require any shielding due to workload, occupancy, distance and it's location on the 2nd floor. *Please note: additional calculations were performed for the higher occupancy areas beyond the immediate adjacent areas.*

Therapy Room - Wall B. The existing two layers of 5/8" gypsum wallboard along the Therapy Room wall provides adequate protection. No additional shielding is required.

Corridor Wall and Doorway - Wall C. The Corridor Wall and Doorway do not require any shielding due to workload, occupancy, and distance from the patient.

Control Wall and Window - Wall D. The Control Wall requires 0.79 mm lead shielding. The Control Window must also be at least 0.79 mm lead equivalence and be at least 1 foot by 1 foot in size. Please note that the x-ray exposure switch must be mounted in such a manner that it is impossible for an operator to make exposures from an unprotected area. This can be accomplished by placing the switch at a permanent position at least 40 inches from the edge of the control area. Also, there should be at least 7.5 square feet of unobstructed floor space in the control area.

Exterior Wall - Wall E. The Exterior Wall does not require any shielding due to workload, occupancy, distance and it's location on the 2nd floor. *Please note: additional*

calculations were performed for the higher occupancy areas beyond the immediate adjacent areas.

Floor: The existing OSB composition on the floor does not provide adequate protection on a portion of the floor. The floor requires 0.79 mm lead extending 4 feet from each edge of the image receptor. *See floor plan for approximate lead placement.*

Ceiling: The existing OSB composition on the ceiling does not provide adequate protection for the space above. The ceiling requires at least 1 layer of 5/8" gypsum wallboard along the entire ceiling. Alternatively, 0.79 mm lead shielding along the ceiling will also provide adequate protection. *Please ensure any penetrations in the ceiling are shielded accordingly. Please see appendix A for recommendations.*

Methods and Assumptions

The shielding requirements above were based on the following information:

The proposed x-ray system is a radiographic system with an upright image receptor only. The facility will use Digital Radiography (DR). Calculations were performed for a DR system.

For the purpose of shielding calculations, the maximum allowable exposure limit for controlled areas is 0.10 mGy/week while the limit for uncontrolled areas is 0.02 mGy/week.

The maximum workload of 2 patients per 8 hours was provided by the facility. The provided workload was modified for a 40-hour work week to make 10 patients/week. This modified workload was used for the shielding calculations.

The occupancies of surrounding areas are noted on the enclosed summary table of shielding calculations and the annotated floorplan.

The primary reference for these shielding calculations is NCRP Report 147, Structural Shielding Design for Medical X-Ray Imaging Facilities.

Please note the following:

These shielding recommendations are based on information provided by the facility at the time of this shielding design. If changes occur regarding the occupancy of

**Radiation Shielding Design
Theriot Chiropractic
Radiographic Room**

June 24th, 2024

surrounding areas, the type of x-ray system being used, or an increase in workload, additional shielding may be required.

The State of Oregon does not require this design be submitted for review, but it must be available on site for future inspections.

Please note, the Oregon Health Authority requires all used and new x-ray systems be registered with the state. The registration form can be found by following this link: <https://www.oregon.gov/oha/PH/HEALTHYENVIRONMENTS/RADIATIONPROTECTION/XRAY/Documents/registrationapplication.pdf>.

If you have any questions regarding state specific requirements, please contact the Oregon Health Authority at (971)673-0490.

Please keep a copy of this shielding plan at your facility indefinitely.

Thank you for allowing us to perform your shielding calculations. If you have any questions, please call me at (360) 736-6066.

Brandon N. Holman, MHP
Medical Physicist
CORWIN HEALTH PHYSICS INC

Enclosures:

Summary of Shielding Calculations

Annotated Floorplan

Appendix A - Recommendations for Shielding Penetrations

Appendix B - Schedule of Commercial Lead Shielding

Summary of Shielding Calculations

Theriot Chiropractic
Radiographic Room
June 24th, 2024

Type of X-Ray Machine	Room ID	Average kVp	Workload Information	
			Patients Per Week	mA-minutes Per Week
Radiographic System, chest receptor only <i>A digital radiographic (DR) system will be used</i>	X-Ray Room	See NCRP 147	10	28.3

Wall Description	Wall Designation	Primary or Secondary	Type of Occupancy	Occupancy Factor	Distance to Occupied Area (m)	Shielding Specifications			
						Calculated Shielding		Existing Shielding	Additional Recommended Shielding
						Thickness (mm)	Type		
Chest Receptor/Exterior	A	Primary	Uncontrolled	1/40	11.89	0.00	Lead	14 mm GWB	None ¹
Chest Receptor/Exterior	A	Secondary	Uncontrolled	1/40	4.27	0.00	Lead	14 mm GWB	None ¹
Therapy Room	B	Secondary	Uncontrolled	1/2	2.44	13.33	GWB	28 mm GWB	None
Corridor Wall and Doorway	C	Secondary	Uncontrolled	1/5	4.42	0.00	Lead	28 mm GWB	0.79 mm Lead
Control Wall and Window	D	Secondary	Controlled	1	2.90	0.10	Lead	28 mm GWB	0.79 mm Lead
Exterior Wall	E	Secondary	Uncontrolled	1/40	3.66	0.00	GWB	14 mm GWB	None ¹
Floor	N/A	Secondary	Uncontrolled	1	3.68	0.04	Lead	OSB	0.79 mm Lead ²
Ceiling	N/A	Secondary	Uncontrolled	1	3.40	13.86	GWB	OSB	1 layer of 5/8" GWB ³

Notes:

¹Exterior Walls: Additional calculations were performed at a further distance and at an angle to ensure all areas outside the building on the ground level were adequately protected.

²Floor: The floor requires 0.79 mm lead extending 4 feet from each edge of the image receptor. See floor plan for approximate lead placement.

³Ceiling: The ceiling requires at least 1 layer of 5/8" gypsum wallboard along the ceiling. Alternatively, 0.79 mm lead shielding along the ceiling will also provide adequate protection. See floor plan for approximate shielding placement.

All shielding extends from the floor to a height of seven feet unless otherwise noted.



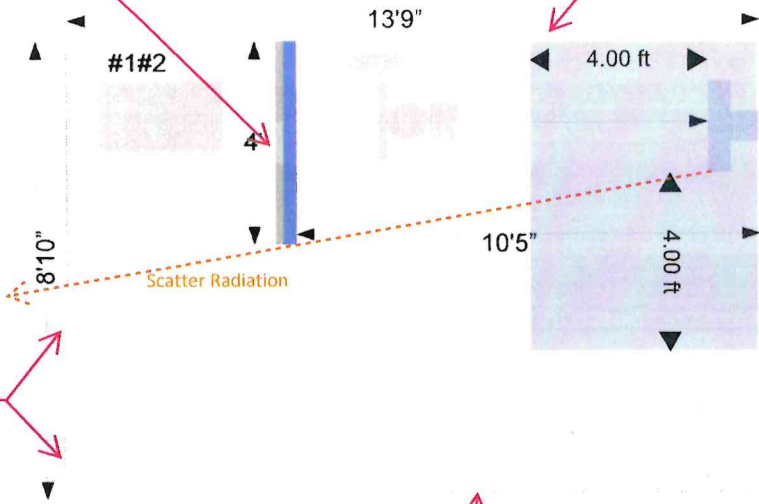
Control Wall and Window - Wall D. The Control Wall requires 0.79 mm lead shielding. The Control Window must also be at least 0.79 mm lead equivalence and be at least 1 foot by 1 foot in size. *Please see the Summary of Required Shielding for additional information.*

Exterior Wall - Wall E. The Exterior Wall does not require any shielding due to workload, occupancy, distance and it's location on the 2nd floor. *Please note: additional calculations were performed for the higher occupancy areas beyond the immediate adjacent areas.*

Chest Receptor/Exterior - Wall A. The Chest Receptor/Exterior wall does not require any shielding due to workload, occupancy, distance and it's location on the 2nd floor. *Please note: additional calculations were performed at an angle and at a further distance for areas around the building at the ground level to ensure all spaces were adequately protected.*

Corridor Wall and Doorway - Wall C. The Corridor Wall and Doorway does not require any shielding due to workload, occupancy, and distance from the patient.

Therapy Room - Wall B. The existing two layers of 5/8" gypsum wallboard along the Therapy Room wall provides adequate protection. No additional shielding is required.



Floor: The existing OSB composition on the floor does not provide adequate protection on a portion of the floor. The floor requires 0.79 mm lead extending 4 feet from each edge of the image receptor.

Ceiling: The existing OSB composition on the ceiling does not provide adequate protection for the space above. The ceiling requires at least 1 layer of 5/8" gypsum wallboard along the entire ceiling. Alternatively, 0.79 mm lead shielding along the ceiling will also provide adequate protection. *Please ensure any penetrations in the ceiling are shielded accordingly. Please see appendix A for recommendations.*

Shielding Key

- 0.79 mm Lead Wall Placement
- 0.79 mm Lead Floor Placement
- 1 layer of 5/8" GWB Ceiling Placement

Appendix A – Recommendations for Shielding Penetrations

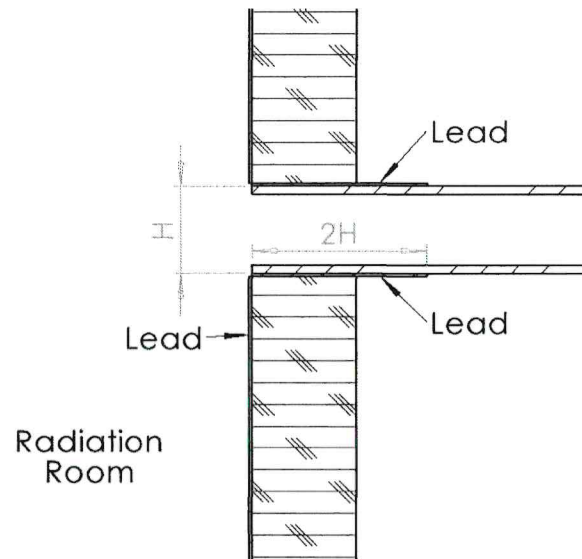
Shielding Screw/Nails: Penetrations made by screws/nails do not require lead “tabs” to cover the top of the screws/nails as long as the specified lead shielding is less than 2 mm. If the shielding is in excess of 2 mm, the penetrations require shielding. For less than 2 mm, the steel nails/screws generally attenuate radiation equally, or more effectively than the lead displaced by the screws/nails.

Shielding Joints: The joints between lead sheets should be constructed so that their surfaces are in contact with an overlap of not less than 1 cm. This can be accomplished by using lead battens, or by using drywall that is manufactured with the lead sheet extending beyond the edge of the drywall for adequate overlap.

Shielding Penetrations: Air conditioning ducts, electrical conduit, plumbing, and other infrastructure will penetrate shielded walls, floors, and ceilings. The shielding of the x-ray room shall be so constructed that the protection is not impaired by these openings or by service boxes, etc., embedded in barriers. The duct/conduit shielding thickness shall be equivalent to the displaced shielding thickness. Below are general shielding details for duct/pipe penetrations into a shielded surface where H is the diameter of the penetration.

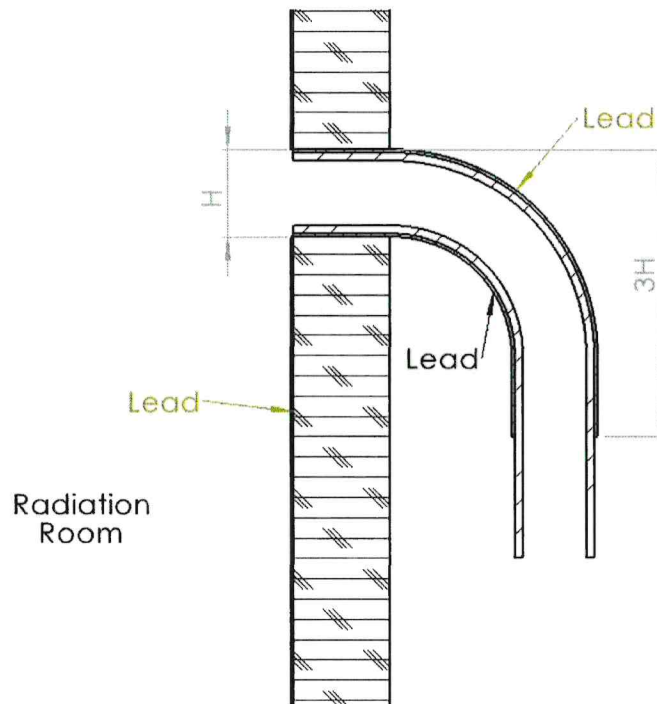
- 1. Flat Panel Penetrations (electrical panels, electrical boxes, etc.).** Flat panel penetrations can be shielded by either wrapping the entire structure (panel/box) being installed or by shielding behind the panel/box. If the lead shielding is installed behind the panel, the lead must extend beyond each side of the panel (penetration) by twice the thickness of the wall. For example, if the wall is 4 inches thick, the lead shielding must extend 8 inches beyond each edge of the cut-out section of the wall.
- 2. Straight pipe/conduit penetration:** Situations where there is a straight pipe/conduit penetrating a lead shielded surface require lead to line (wrap) the pipe/conduit twice the distance as the diameter/thickness of the pipe or conduit. See Detail 2 below.

Detail 2:



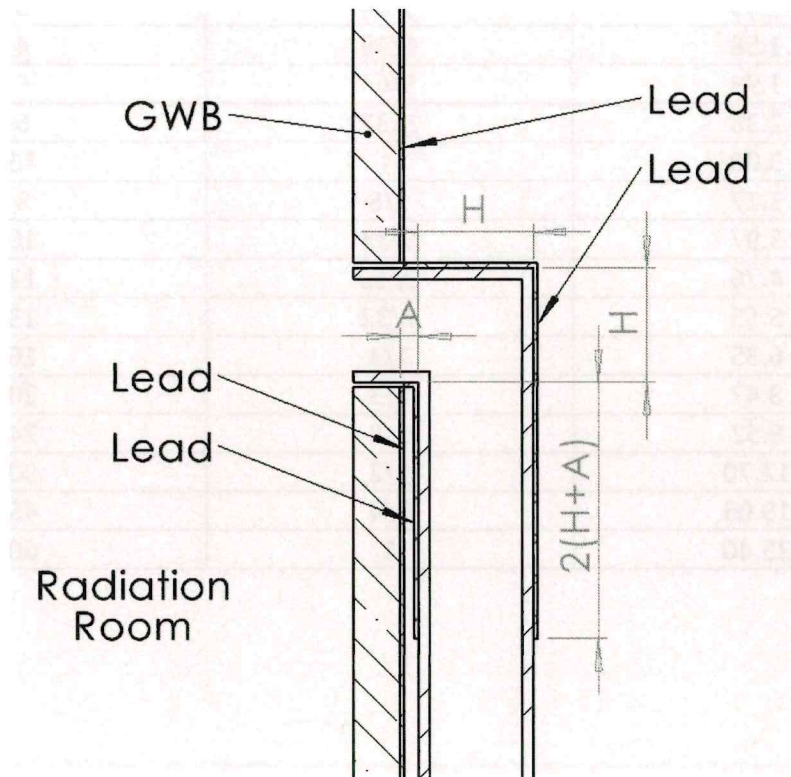
3. **Curved elbow penetration:** Situations where there is a *curved* pipe/conduit penetrating lead shielding requires lead to line (wrap) the entire elbow and pipe for 3 times the distance of the diameter of the opening. See Detail 3 below.

Detail 3:



4. **90-degree elbow running out of the wall:** Situations where there is a 90 degree elbow penetrating a lead shielded surface requires lead to line (wrap) the entire elbow up to the 90 degree turn and then the entire pipe for twice the distance of the diameter/thickness of the pipe PLUS the thickness of the wall. See Detail 4 below:

Detail 4:

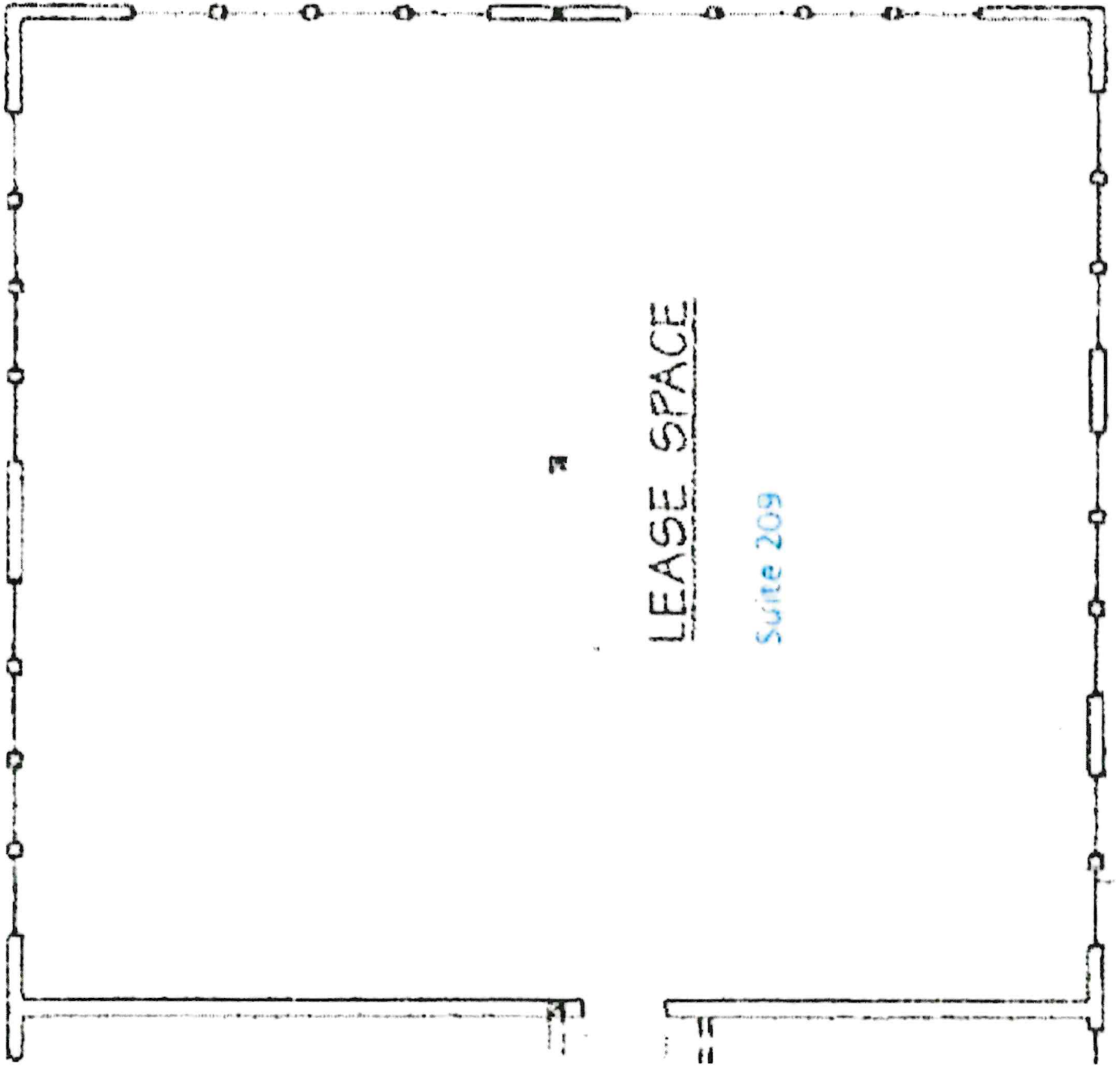


The above recommendations and details are adequate for shielding most common shielding penetrations. There may be exceptions where these methods are not appropriate for providing adequate radiation protection. Please contact Corwin Health Physics if there are other questions on how to appropriately shield a space.

Reference: The primary reference for these recommendations is NCRP Report 147.

Appendix B – Schedule of Commercial Lead Shielding

Thickness (mm)	Thickness (inches)	Weight in Pounds per Square Foot (PSF)
0.79	1/32	2
1.00	5/128	2.5
1.19	3/64	3
1.58	1/16	4
1.98	5/64	5
2.38	3/32	6
3.00	--	7.5
3.17	1/8	8
3.97	5/32	10
4.76	3/16	12
5.55	7/32	13
6.35	1/4	16
8.47	1/3	20
9.52	3/8	24
12.70	1/2	30
19.05	3/4	45
25.40	1	60



Office

X-ray room

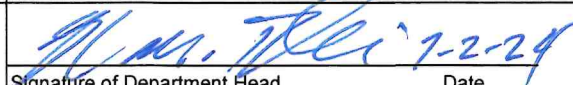



Utility room
Adjustment room

Reception desk

Lobby/Waiting room
Therapy room

RE#	0190
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REQUEST FOR EXPENDITURE

SECTION A	Date:	06/26/2024	Department:	Maintenance
	Staff Contact:	Joe Tadei	Vendor (if determined):	Western Fabrication
	Description of Product or Service being requested:	Repair fish gut barge hull - East Basin Marina fish cleaning station.		
	Purpose of Product or Service being requested:	The fish gut barge hull is in need of replacement due to electrolysis. Corrosion has caused severe deterioration on the bottom of the boat.		
Cost Estimate:	\$55,000.00 NTE>			
SECTION B	1. Does this expenditure exist within the current budget? (Original Budget Amount)			
	<input checked="" type="checkbox"/> No (Skip to Section C-2) /		<input type="checkbox"/> Yes (Proceed) \$ 	
	2. Does this expenditure exceed \$5,000?			
<input type="checkbox"/> No (Skip to Section D) /		<input checked="" type="checkbox"/> Yes (Proceed to Section C-1)		
3. Will services be performed on Port of Astoria property? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes				
SECTION C	1.			
	Account # for Budgeted Item (ex: XXX-XX)	TOTAL		NET OF GRANTS
		710-00		
	FY 2024-2025 Budget for this Account	\$ 5,177,230	\$ 3,094,830	
	Amount Spent Year-to-Date for this Account	\$ 0	\$ 0	
	Amount Available to Spend for this Account	\$ 5,177,230	\$ 3,094,830	
	Does this Request for Expenditure require Commission Approval (>=\$25,000)? <input type="checkbox"/> Yes / <input type="checkbox"/> No			
	2.			
	If Not included in the current budget or the current budget for this account # has been spent:			
	Does this Request for Expenditure require Commission Approval (>=\$5,000)? <input checked="" type="checkbox"/> Yes / <input type="checkbox"/> No			
Account # to deduct funds from to reallocate & accommodate this expenditure (ex: XXX-XX)	TOTAL		NET OF GRANTS	
	710-00			
FY 2024-2025 Budget for the Account being reduced	\$ 5,177,230	\$ 3,094,830		
Amount Spent Year-to-Date for this Account	\$ 0	\$ 0		
Amount Available to Spend for this Account	\$ 5,177,230	\$ 3,094,830		
SECTION D	3.			
	If Commission approval is required, please specify date Request for Expenditure will be submitted to Commission for approval. <i>(Specify date of Commission meeting when item is scheduled to be heard/approved)</i>			
7/10/2024				
SECTION E				
	Signature of Department Head		Signature of Deputy Director	
	Date		Date	
				
Signature of Finance Manager		Signature of Executive Director		
Date		Date		
		(required if cost is unbudgeted, or > \$5,000 budgeted)		

(over for Quotation Analysis)

**Port of Astoria
Quotation Analysis**



Project: _____

Project Manager: _____

Quotes obtained by: _____

Procurement Method: Small procurement Intermediate procurement Request for Bid
 Sole source Emergency Request for Proposal

Solicitation Method: Verbal quotes (informal) Requests for written quotes (informal) Public solicitation (formal)

Vendor	Amount	Description	Availability	Specific expertise	Other information

**Vendor selection & justification:
(REQUIRED)**

RE#	0191
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REQUEST FOR EXPENDITURE

SECTION A	Date:	6/27/2024	Department:	Maintenance
	Staff Contact:	Joe Tadei	Vendor (if determined):	Diamond K Sales
	Description of Product or Service being requested:	Purchase flat bed for maintenance truck.		
	Purpose of Product or Service being requested:	Purchase and install flat bed on new truck for the maintenance department.		
Cost Estimate:	\$6062.36			
SECTION B	1. Does this expenditure exist within the current budget? (Original Budget Amount)			
	<input checked="" type="checkbox"/> No (Skip to Section C-2) /		<input type="checkbox"/> Yes (Proceed) \$	
	2. Does this expenditure exceed \$5,000?			
<input type="checkbox"/> No (Skip to Section D) /		<input checked="" type="checkbox"/> Yes (Proceed to Section C-1)		
3. Will services be performed on Port of Astoria property? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes				
SECTION C	1.			
	Account # for Budgeted Item (ex: XXX-XX)	TOTAL		NET OF GRANTS
		710-00		
	FY 2024-2025 Budget for this Account	\$ 5,177,230	\$ 3,094,830	
	Amount Spent Year-to-Date for this Account	\$ 0	\$ 0	
	Amount Available to Spend for this Account	\$ 5,177,230	\$ 3,094,830	
	Does this Request for Expenditure require Commission Approval (>=\$25,000)? <input type="checkbox"/> Yes / <input type="checkbox"/> No			
	2.			
	If Not included in the current budget or the current budget for this account # has been spent:			
	Does this Request for Expenditure require Commission Approval (>=\$5,000)? <input checked="" type="checkbox"/> Yes / <input type="checkbox"/> No			
Account # to deduct funds from to reallocate & accommodate this expenditure (ex: XXX-XX)	TOTAL		NET OF GRANTS	
	710-00			
FY 2024-2025 Budget for the Account being reduced	\$ 5,177,230	\$ 3,094,830		
Amount Spent Year-to-Date for this Account	\$ 0	\$ 0		
Amount Available to Spend for this Account	\$ 5,177,230	\$ 3,094,830		
SECTION D	3.			
	If Commission approval is required, please specify date Request for Expenditure will be submitted to Commission for approval. (Specify date of Commission meeting when item is scheduled to be heard/approved) 07/16/2024			
SECTION E	Signature of Department Head		Signature of Deputy Director	
	Date		Date	
	7-2-24		7-2-24	
	Signature of Finance Manager		Signature of Executive Director	
Date		Date		
7-2-24		7-9-24		
(required if cost is unbudgeted, or > \$5,000 budgeted)				

(over for Quotation Analysis)

Project: Flat Bed for Maintenance Truck

Project Manager: Joe Tadei

Quotes obtained by: Joe Tadei

Procurement Method: Small procurement Intermediate procurement Request for Bid
 Sole source Emergency Request for Proposal

Solicitation Method: Verbal quotes (informal) Requests for written quotes (informal) Public solicitation (formal)

Vendor	Amount	Description	Availability	Specific expertise	Other information
Diamond K Sales	\$6062.36	Purchase flatbed for new maint. dept. truck.	immediate (In stock)	Dealer for CM Truck bed product line.	Port maint. crew will install bed.
Knapheide Truck Equip. Center	\$10,443.63	Purchase flatbed for new maint. dept. truck.	immediate (In stock)	Dealer for Knapheide bed product line.	Bed must be installed by dealer.
Nelson Truck & Equip.	Requested bid on 6/27/24 no bid received.	Purchase flatbed for new maint. dept. truck	N/A	Dealer for Bradford Built / Rugby bed product line.	Port maint. crew will install bed.

Vendor selection & justification: (REQUIRED)
 Diamond K Sales has the flatbed in stock and does not require the bed to be installed by the vendor, which will benefit the port in a cost savings of \$4k - \$5k. Port maint. crew will install the bed.



Quote Only
Diamond K Sales
 P.O BOX 230
 Halsey, OR 97348
 (541) 369-2755 Fax: (541) 369-4008

Ref # 17269
Date: 06/27/2024
 Sales Person: MITCH DAVIDSON
 Sales Person Email: mitch@diamondksales.com

Customer: PORT OF ASTORIA Home: (503) 791-2251
 Address: 422 GATEWAY AVE STE 100
 ASTORIA, OR 97103
 County: CLATSOP Email: jtadei@portofastoria.com

I hereby agree to purchase, under the terms and conditions specified, the following:

Itemized Charges & Fees		
Registration		\$0.00
Document Fee		\$0.00
-		-
-		-
-		-
-		-
-		-
-		-
-		-
-		-
Total Itemized Charges & Fees		\$0.00

Selling Price Summary		
Sales Price		\$5,800.00
	N/A	\$0.00
	N/A	\$0.00
	Trade Allowance(s)	\$0.00
Net Selling Price		\$5,800.00
	Optional Equipment & Accessories	\$228.00
	Itemized Charges & Fees	\$0.00
	Oregon Dealers Privilege Tax	\$34.36
	Trade Payoff(s)	\$0.00
Total Amount Due		\$6,062.36
	Less Down Payment	\$0.00
Balance or Amount Financed		\$6,062.36

Trade Information:		
Trade One:		
Trade Two:		
Trade Three:		
Payoff: \$0.00	EQUITY	
Allowance: \$0.00	\$0.00	

Loan Information		
Finance Company:		
Address:		
APR: 0.00%	Monthly Payment	
Term: -1 months	\$0.00	

Notes:

 Manager Signature Date

 Buyer Signature Date

 Buyer Signature Date

Description of Purchase			
STOCK #	Unit Description	VIN	Mileage
Vehicle Description			
MB00388023	2023 CM RD-04978434SD RD 11'4"/97/84/34 SD	MB00388023	
CM TRUCK BED MODEL: RD 04978434 SD SIIZE: 11'4/97/84/34 SD SERIAL# MB00388023 LED LIGHTS 30K GOOSENECK BALL IN WELL w/DOOR 18K REAR HITCH BLACK N PRIME POWDER COAT			

Optional Equipment & Accessories			
Part #	Quantity	Description	PRICE
8101425	4.00	FUSE12V/50W RESISTOR FLATBED ADAPTER	\$17.00
	1.00	CM PLUG AND PLAY ADAPTER	\$40.00
118516	2.00	MUD FLAP KIT FOR DUALY W/ BRACKET (EACH)	\$60.00
Total Optional Equipment & Accessories			\$228.00

Terms & Conditions
<p>*AXLE OWNER'S MANUAL STATES: "Wheel nuts/bolts should be torqued before first road use and after each wheel removal. Check and re-torque after first 10 miles, 25 miles, and again at 50 miles. Check periodically thereafter.</p>



Seller: Knapheide Truck Equipment Center Portland
 2500 NW MARINE DR
 TROUTDALE, OR 97060-9551
 www.knapheide.com

QUOTE:
QU-65-561196-1
Quote Expiration:
07/26/2024

Contact(s): Sam Sause
 ssause64@knapheide.com

Sam Sause (Inside Sales)
 ssause64@knapheide.com
 5036761384

Cameron Van Beek (Outside Sales)
 cvanbeek@knapheide.com
 5037417320

Customer: Port of Astoria

ID: 290114
Address: 422 Gateway Ave
 Suite 100
 ASTORIA, OR 97103

Phone: 5037413300
Contact: Joe Tadei
Email: jtadei@portofastoria.com

Terms: Due Upon Receipt
Bid Spec:

Description: PVMXS-125

Quote Information:

Customer Request Date: 06/26/2024
Quote Completed Date: 06/27/2024
of Units: 1

Delivery Information:

Total Price Includes F.O.B.:
Ship Via: Customer Pick Up
Ship To: Knapheide Portland (Troutdale)
 2500 NW MARINE DR
 TROUTDALE, OR 97060-9551

Vehicle Information:

Make: Ford
Chassis Type: Chassis Cab
Rear Axle Type: DRW
Fuel Type: Diesel
GVWR: 14000

Model: F-350
Cab Type: Regular
Drivetrain: 4x4
Transmission Type: Auto

Year: 2024
Cab to Axle: 84
Engine Size: 6.7
Wheelbase: 169

Item	Description	Quantity	Unit Price	Total
PVMXS-125	PVMXS-125 12' Value Master Platform with Smooth Steel Floor Overall Dimensions: 12'5" Long x 95.75" Wide Floor: 10Ga HS Smooth Steel Side Rails: 5.88" 12Ga HS Cross Sills (18" Spacing): 4.12" 11Ga HS Formed Long Sills (34" Spacing): 5" Structural Channel Platform Prime Paint: Complete Immersion in Electrodeposition Gray Epoxy Primer Undercoating: Complete Undercoating Platform Finish Paint: Oven-Cured Black Paint Platform Lights: 11 Rectangular, Sealed Cushion Strips: 2" x 3" Nominal Dense Yellow Pine Tapered Rear Skirt/Rear End Rail Combination 12Ga Warranty: Standard Knapheide Limited Warranty Weight: 1069lbs	1.00		
32492370	9-12' Platform Mounting Kit, 5" Long Sills, 2017+ Ford 60/84" CA	1.00		
BHR4094	40" High Weld-On Bulkhead, BHR4094	1.00		
33931779	Class V Receiver Hitch with Integrated ICC Bumper 2.5" Receiver Tube 21,000lb Maximum Gross Trailer Weight 4,200lb Maximum Tongue Weight For 2017 or Newer Ford F350-550 Black Weight: 110lbs **Do Not Exceed the Towing Capacity Specified by the Chassis Manufacturer if it is Less Than the Above Stated Capacity**	1.00		
35827615	FUEL BEZEL STAINLESS 29 DEGREE FUEL BEZEL STAINLESS 29 DEGREE	2.00		
35446921	7-Way and 4-Way/5-Way Flat Trailer Plug, Hopkins 40999	1.00		

35590292	7-Way Wire Harness 2020+ Ford, EWH Spectrum 01-1110-026 Made Especially for Dump Bodies	1.00		
35828196	MUD FLAP POLY KTEC LOGO 24X30 MUD FLAP POLY KTEC LOGO 24X30	1.00		
34978563	Buyers 405BZ Galvanized anti-sail brackets for use with 24" Wide mudflaps (Pair) Width: 26.75" Height: 21" Cross Section Diameter: 5/16" Mounting Hole Diameter: 3/8" Material: Galvanized steel For use with 24" wide mud flaps Shipping weight: 4.450 Lbs	1.00		
35827544	STEEL UNDERBODY 36X18X18 BLACK STEEL UNDERBODY 36X18X18 BLACK to be mounted underbody Curbside	1.00		
34977080	Miscellaneous Material, Steel	75.00		
35138910	Install 8-12' Platform	1.00		
35138925	Install Platform Bulkhead - Weld On Style	1.00		
35138972	Install ICC/Receiver Hitch Combo	1.00		
35138968	Install Under Body Tool Box and Provide Brackets	1.00		
Total does not include any applicable taxes or transportation charges unless specifically noted herein:			Subtotal:	\$10,443.63
			Total:	\$10,443.63

The following option(s) may be added:

Item	Description	Yes / No	Unit Price	Total
35139058	Install OEM-Supplied Back Up Camera to OEM Monitor (when truck is ordered with OEM back-up camera option)	Yes / No		176.37

Customer PO

Total Price

Credit Card Policy: We do not accept credit cards for payment of any order in excess of \$3,000.00. For other orders, we do accept MasterCard, American Express, Visa and Discover cards for payment.

Cancellation Policy: Payment is due in full upon cancellation of any orders for non-stocked parts or products (provided part/product has been ordered by Seller) and upon cancellation of installation

Payment Policy: Payment Terms are due upon receipt of signed quote unless prior credit agreement has been established at the time of order. Payment terms for customers with an established credit account will be Net 30 from date of invoice. Seller has right to assess late charges at 1.5% per month on all invoices that are 60 days or more past due.

Pricing Policy: Price Quotation is good on orders received through the expiration date. Pricing quoted applies to chassis make/model originally provided and quantity quoted. Any change may result in price change. Orders are subject to all applicable state, local and federal excise taxes. Applicable taxes will be applied on final billing to customer upon completion of order. Seller must be in possession of the vehicle for this order within 90 days of quote acceptance or the order can be subject to price adjustments due to cost increases for materials, labor, and shop supplies.

Return Policy: All sales are final. Purchased parts or products are non-returnable.

By signing and accepting this quotation, Customer agrees to accept Knapheide Truck Equipment Center Portland terms and conditions as stated above.

Customer Signature

Print Name

Title

Date

Dealer Code

Dealership

Location

VIN

If the chassis is customer supplied, Knapheide
may require a chassis spec sheet

RESOLUTION NO. 2024-05

A RESOLUTION AMENDING PUBLIC CONTRACTING RULES AND PROCEDURES

WHEREAS, the Port of Astoria (“Port”) is a contracting agency subject to Oregon’s public contracting laws, ORS chapters 279A, 279B, and 279C; and

WHEREAS, ORS 279A.065(5) provides that a contracting agency may adopt its own rules of procedure for public contracting, which may include portions of the Model Public Contracting Rules adopted by the Attorney General;

WHEREAS, on October 17, 2017, the Board of Port Commissioners (“Commission”) adopted Resolution 2017-07, *A Resolution Adopting Public Contracting Rules and Procedures* (“Contracting Rules”), which required the Port to amend the Contracting Rules to reflect changes in the law; and

WHEREAS, the Commission seeks to amend the Contracting Rules to reflect changes in the law since the adoption of Resolution 2017-07;

NOW, THEREFORE, the Board of Port Commissioners (“Commission”), acting as both the governing body of the Port and as the Port’s Local Contract Review Board, hereby resolves as follows:

1. The Port of Astoria’s Local Public Contracting Rules and Procedures are hereby revised as shown in Exhibit A, which is attached hereto and incorporated herein by this reference.
2. Except as otherwise provided herein, the Contracting Rules adopted by and through Resolution 2017-07 are hereby ratified.

APPROVED AND ADOPTED on this 16th day of July 2024.

ATTEST:

Robert Stevens, Commission Chair
Board of Commissioners

Tim Hill, Secretary
Board of Commissioners

RESOLUTION AMENDING PUBLIC CONTRACTING RULES FOR THE PORT OF
ASTORIA

EXHIBIT A

PUBLIC CONTRACTING RULES AND PROCEDURES

A. Delegation.

1. Contract Review Board. The powers and duties of the Local Contract Review Board under the Public Contracting Code shall be exercised and performed by the Board of Port Commissioners (“Commission”).
2. Contract Approval. Except as otherwise provided in these Rules, the Commission shall approve any contract entered into by the Port. Authority to approve public contracts shall be delegated only by amendment of these Rules or by resolution of the Commission.
3. Executive Director’s Authority. The Port’s Executive Director or designee may enter into any contract up to \$75,000 for any single purchase or project within a budget year without prior approval of the Commission, provided the adopted budget of the Port allows for the expenditure. The Executive Director shall comply with all applicable competitive bidding processes required by law or by these rules.

Extensions. Regardless of dollar amount, if the initial contract provides for extensions or renewals, the Executive Director or designee may approve the extensions or renewals without further Commission approval, provided the cumulative term of the contract does not exceed five (5) years.

4. Real Estate Leases. The Executive Director or designee may approve real estate leases with an initial term of one year or less, or with an aggregate value of less than \$25,000, without approval of the Commission. The Commission shall approve real estate leases with an initial term longer than one year and with an aggregate value of \$25,000 or more.

Real Estate Lease Extensions. If the initial real estate lease agreement allows for renewal or extension of the lease, and no substantive modifications are requested, the Executive Director or designee may approve the renewal or extension without further approval of the Commission. If either the Port or the Lessee requests substantive modifications to the lease beyond those provided for in the lease, including but not limited to the size of the property or the overall cost of the lease, the renewal or extension must be approved by the Commission.

If the initial lease agreement does not allow for extensions or renewals, the Executive Director may approve one extension or renewal that does not exceed one year. Extensions or renewals not addressed in the initial lease of longer than one year require Commission approval.

5. Emergency Authority. The authority to act in an emergency is described in Section F of these rules.

B. Professional (Personal) Services.

1. Definition. Pursuant to ORS 279A.055, the Local Contract Review Board defines “Personal Services” as follows:

“Personal Services” shall include those that require specialized technical, creative, professional or communication skills or talents, unique or specialized knowledge, or the exercise of discretionary judgment, and for which the quality of service depends on attributes that are unique to the service provider. Such services shall include, but are not limited to: architects; engineers; surveyors; attorneys; accountants; auditors; computer programmers; artists; designers; performers; project managers and consultants. The Executive Director or designee shall have the authority to determine whether a particular service is a “personal service” under this definition.

2. Contracts for Personal Services Other than Architectural, Engineering, Surveying, Photogrammetry, or Related Services.
 - a. Personal Services contracts under this subsection may be directly awarded (without competitive bidding). Whether to use a competitive process is within the discretion of the Commission, or of the Executive Director if the contract is within the Executive Director’s approval authority under these Rules. Whenever feasible, the Port shall make reasonable efforts to promote competition for Port contracts.
 - b. If a competitive process is used, the process shall generally conform to the requirements for competitive proposals provided in ORS 279B.060.
 - c. Whether or not a competitive process is used, the Port shall select personal services contractors under this subsection based on the following factors:
 - The experience and level of expertise of contractor and contractor's available personnel, in the area and for the type of services required;
 - Whether the contractor's available personnel possess any required licenses or certifications required to perform the services required;
 - The legal and business constraints or requirements, if any, imposed by particular characteristics of the matter for which the Port seeks personal services;
 - The extent and nature of any likely conflicts of interest that exist or could arise if contractor provided services with respect to a particular matter;

- The training, expertise, temperament, style and experience of the particular contractor personnel available to perform work on the specific matter and the training, expertise, temperament, style and experience of the particular District personnel that will be working on the matter with the Contractor's personnel;
 - Recommendations of other professionals, or references from clients of the contractor;
 - Overall cost;
 - Other factors the Port considers relevant to the selection of a Contractor to provide particular services.
- d. In weighing the evaluation factors, no single factor shall be determinative, but all factors will be considered together to determine the best possible selection for the Port.

3. Contracts with Architects, Engineers, Land Surveyors, Photogrammetrists, and Related Services.

- a. Unless otherwise provided in this Section, contracts for architectural, engineering, surveying and photogrammetry services, and “related services” as defined in ORS 279C.100(8), shall be awarded according to the procedures for competitive proposals described in ORS 279B.060 and these rules.
- b. A contract for architectural, engineering, surveying, photogrammetry, and related services may be entered into by direct appointment (without competitive bidding) if the cost of such services for the project will not exceed \$100,000; or in an emergency; or if the project described in the contract consists of work that has been substantially described, planned or otherwise previously studied or rendered in an earlier contract with the consultant that was awarded under these Rules, and the new contract is a continuation of that project.
- c. All contracts for architectural, engineering, surveying, photogrammetry, and related services in excess of \$100,000 shall be entered into consistent with ORS 279C.110 (Qualification Based Selection), which substantially provides as follows:
 - 1) The Port shall select consultants to provide architectural, engineering, photogrammetric mapping, transportation planning or land surveying services on the basis of the consultant’s qualifications for the type of professional service required.
 - 2) The Port may solicit or use pricing policies and proposals or other pricing information, including the number of hours proposed for

the service required, expenses, hourly rates and overhead, to determine consultant compensation only after selecting a candidate pursuant to the procedures that the Port creates to screen and select consultants and to select a candidate.

- 3) The Port's screening and selection procedures under this section, regardless of the estimated cost of the services for a project, may include considering each candidate's:
 - (a) Specialized experience, capabilities and technical competence, which the candidate may demonstrate with the candidate's proposed approach and methodology to meet the project requirements;
 - (b) Resources committed to perform the work and the proportion of the time that the candidate's staff would spend on the project, including time for specialized services, within the applicable time limits;
 - (c) Record of past performance, including but not limited to price and cost data from previous projects, quality of work, ability to meet schedules, cost control and contract administration;
 - (d) Ownership status and employment practices regarding minority, women and emerging small businesses or historically underutilized businesses;
 - (e) Availability to the project locale;
 - (f) Familiarity with the project locale; and
 - (g) Proposed project management techniques.
- 4) If, after following screening and selection procedures, the Port determines that two or more candidates are equally qualified, the Port may select a candidate through any process that is not based on the candidate's pricing policies, proposals or other pricing information.
 - d. Extensions. If a contract awarded in compliance with this Section allows for extensions or renewals, the contract may be extended or renewed without competitive bidding, provided the scope of work or services is not substantively changed; the cumulative term of the contract does not exceed five (5) years; and any increase in the contract amount does not exceed ten (10) percent from the cost of the prior contract year.

C. Small Procurements.

1. Purchase and Sale of Goods and Non-Professional Services A contract for procurement of goods, or for services that are not personal services, is exempt from competitive bidding requirements if the cumulative estimated cost (including extensions provided in the contract) does not exceed \$25,000.
2. Construction. A contract for procurement of a public improvement (construction) is exempt from competitive bidding requirements if the cumulative estimated cost (including extensions provided in the contract) does not exceed \$25,000.
3. Competitive Quotes. The Executive Director or designee shall make a reasonable effort to obtain competitive quotes in order to ensure the best value for the Port.
4. Amendments if Amounts Exceed Estimates. The Port may amend a public contract awarded as a small procurement beyond the stated limits in accordance with OAR 137-047-0800, provided the cumulative amendments do not increase the total contract price to a sum that is greater than twenty-five percent (25%) of the original contract price.

D. Intermediate Procurements.

1. Purchase and Sale of Goods and Non-Professional Services. A contract for procurement of goods, or for services that are not personal services, with a cumulative estimated cost (including extensions provided in the contract) between \$25,000 and \$250,000, may be awarded according to the processes for intermediate procurements described in ORS 279B.070.
2. Construction. A contract for a public improvement (construction) with a cumulative estimated cost (including extensions provided in the contract) between \$25,000 and \$100,000, may be awarded according to the processes for intermediate procurements described in ORS 279B.070.
3. Written Specifications. If the proposed contract is expected to exceed \$25,000, both the specifications for the bid and the bids themselves must be in writing.
4. Prevailing Wage Requirements. Public improvement (construction) contracts advertised or awarded under this section still must comply with all statutory requirements, including those relating to the payment of prevailing wages.
5. No Artificial Division. A procurement may not be artificially divided or fragmented so as to constitute an intermediate procurement under this section or to circumvent competitive bidding requirements.

6. Amendments if Amounts Exceed Estimates. The Port may amend a public contract awarded as intermediate procurement beyond the stated limits in accordance with OAR 137-047-0800, provided the cumulative amendments do not increase the total contract price to a sum that is greater than twenty-five percent (25%) of the original contract price.
7. Extensions. If the initial agreement allows for extensions or renewals, the Port may extend a contract entered into pursuant to these rules annually, provided the cumulative length of the contract does not exceed five (5) years, and provided any cost increases do not exceed ten (10) percent from the prior contract year.

E. Special Procurements and Exemptions.

1. The Local Contract Review Board may exempt from competitive bidding certain contracts or classes of contracts for procurement of goods and services according to the procedures described in ORS 279B.085.
2. The Local Contract Review Board may exempt certain contracts or classes of contracts for public improvements from competitive bidding according to the procedures described in ORS 279C.335. When exempting a public improvement from competitive bidding, the Local Contract Review Board may authorize the contract to be awarded using a Request for Proposal process for public improvements, according to the processes described in OAR 137-049-0640 through 137-049-0690.

F. Emergency Contracts.

1. “Emergency” shall be defined as follows: “Circumstances that (a) could not have reasonably been foreseen; (b) create a substantial risk of loss, damage, or interruption of services or a substantial threat to property, public health, welfare or safety; and (c) require prompt execution of a contract to remedy the condition.”
2. The Executive Director, or his or her designee, shall have authority to determine when emergency conditions exist sufficient to warrant an emergency contract, and shall so declare in writing. The nature of the emergency shall be documented in writing prior to executing the contract.
3. Pursuant to ORS 279B.080, the Commission Chair or Executive Director, or their designee, may make purchases and otherwise award contracts in an emergency, including dispensing with competitive bidding if time is of the essence. The method used for the selection of the contractor shall be documented in writing as soon as is practicable and made part of the Port’s files.

G. Disposal of Surplus Property.

1. “Surplus Property” is defined as any personal property of the Port that has been determined by the Commission or its designee as being of no use or value to the Port.
2. The Executive Director may dispose of surplus property with an estimated value of \$5,000 or less in the manner that is, in the discretion of the Executive Director, deemed most advantageous to the Port or the community at large, including but not limited to sale, transfer, donation, or disposal.
3. The manner of disposing of surplus property with an estimated value in excess of \$5,000 shall be determined by the Commission.
4. This rule does not apply to disposal of real estate. Disposal of real estate shall be made pursuant to ORS chapter 271.

H. Appeals of Prequalification Decisions and Debarment Decisions.

1. The Local Contract Review Board shall hear all appeals of prequalification and debarment decisions made by the Port.
2. Review of the Port’s prequalification and debarment decisions shall be as set forth in ORS 279B.425. The following additional procedures shall apply:
 - a. Requests for review shall be submitted in writing to the Executive Director. Appeals filed after the filing period stated in ORS 279B.425 shall not be heard.
 - b. Upon opening of the hearing, the Commission Chair shall explain the Port’s decision being appealed and the justification thereof. The appellant shall then be heard. Time for the appellant’s testimony shall be established by the Chair. The appellant may submit any testimony or evidence relevant to the decision or the appeal. Any party requesting time to testify in support of the appeal shall then be heard, subject to time limits established by the Chair.
 - c. Once all testimony and evidence in support of the appeal is heard, any party requesting time to testify in support of the Port’s decision shall be provided time to be heard, with time limits established by the Chair. Any party testifying in opposition to the appeal may submit any testimony or evidence relevant to the decision or the appeal. Once all testimony in opposition to the appeal has been heard, the appellant may request time to provide rebuttal testimony. At the conclusion of the rebuttal testimony, if any, the Chair shall close the hearing.
3. When issued in writing according to the requirements of ORS 279B.425, the Local Contract Review Board’s decision and order shall be final.

RESOLUTION AMENDING PUBLIC CONTRACTING RULES FOR THE PORT OF
ASTORIA

I. Public Improvement Contracts (Construction).

1. Except as provided in these Rules, all public improvement contracts shall be advertised and awarded according to the requirements of Oregon Revised Statutes, chapter 279C.
2. “Public improvement” means a project for construction, reconstruction or major renovation on real property by or for the Port. “Public improvement” does not include: (a) Projects for which no funds of the Port are directly or indirectly used, except for participation that is incidental or related primarily to project design or inspection; or (b) emergency work, minor alteration, ordinary repair or maintenance necessary to preserve a public improvement.
3. Under Oregon law, any public improvement contract costing \$50,000 or more is subject to payment of prevailing wages, and applicable requirements. [ORS 279C.800, et seq.]
4. Specifications for public improvement contracts may not expressly or implicitly require any product by any brand name or mark, nor the product of any particular manufacturer or seller unless the Local Contract Review Board has exempted the product from competitive bidding after making the following written findings:
 - a. It is unlikely that the exemption will encourage favoritism in the awarding of public improvement contracts or substantially diminish competition for public improvement contracts;
 - b. The specification of a product by brand name or mark, or the product of a particular manufacturer or seller, would result in substantial cost savings to the contracting agency;
 - c. There is only one manufacturer or seller of the product of the quality required; or
 - d. Efficient utilization of existing equipment or supplies requires the acquisition of compatible equipment or supplies. [ORS 279C.345]
5. Unless otherwise authorized by these Rules, an advertisement for a public improvement contract must be published at least once in at least one newspaper of general circulation in the area where the contract is to be performed and in as many additional issues and publications as the Port may determine.

If the public improvement contract has an estimated cost in excess of \$125,000, the advertisement must be published in at least one trade newspaper of general statewide circulation.

All advertisements for public improvement contracts must state:

- a. The public improvement project;
- b. The office where the specifications for the project may be reviewed;
- c. The date that prequalification applications must be filed under ORS 279C.430 and the class or classes of work for which bidders must be prequalified if prequalification is a requirement;
- d. The date and time after which bids will not be received, which must be at least five days after the date of the last publication of the advertisement;
- e. The name and title of the person designated for receipt of bids;
- f. The date, time and place that the Port will publicly open the bids; and
- g. If the contract is for a public works subject to ORS 279C.800 to 279C.870 or the Davis-Bacon Act. [ORS 279C.360]
- h. A solicitation for a public improvement shall comply with all applicable requirements of ORS 279C.365 through ORS 279C.414.
- i. Contracts for public improvements shall comply with all applicable requirements of ORS 279C.500 through ORS 279C.590.

J. Purchases from Federal Catalogues. Subject to applicable approval requirements stated in these Rules, the Port may purchase goods from federal catalogues without competitive bidding when the procurement is pursuant to 10 USC 381, the Electronic Government Act of 2002 (Public Law 107-347). Purchases under other federal laws will be permitted upon a finding by the Local Contract Review Board that the law is similar to such Act in effectuating or promoting transfers of property to contracting agencies.

K. Electronic Advertising. Pursuant to ORS 279C.360 and ORS 279B.055, electronic advertisement of public contracts in lieu of newspaper publication is authorized when it is cost-effective to do so. The Commission shall determine when electronic publication is appropriate, and consistent with The Port's public contracting policies. However, regardless of electronic or other advertisement, if a public improvement contract has an estimated cost in excess of \$125,000, the advertisement must be published in at least one trade newspaper of general statewide circulation.

L. No Limitation. Except as specifically provided herein, nothing in these Rules shall be interpreted to limit the Port from exercising all other rights and duties provided in Oregon’s Public Contracting Code, including but not limited to applicable provisions for:

- Cooperative procurements (“piggybacking”) [ORS 279A.200 to 279A.225]
- Intergovernmental agreements [ORS chapter 190]
- Sole-source procurements or brand-name specifications [ORS 279B.075; 279C.345]

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