



CITY COUNCIL MEETING

Monday, April 20, 2026 at 6:00 PM
Sandy City Hall and via Zoom

AGENDA

TO ATTEND THE MEETING IN-PERSON:

Come to Sandy City Hall (lower parking lot entrance) - 39250 Pioneer Blvd., Sandy, OR 97055

TO ATTEND THE MEETING ONLINE VIA ZOOM:

Please use this link: <https://us02web.zoom.us/j/88052589038>

Or by phone: (253) 215-8782; Meeting ID: 88052589038

WORK SESSION – 6:00 PM

1. [Nuisances Affecting Public Peace](#)

REGULAR MEETING – 7:00 PM

PLEDGE OF ALLEGIANCE

ROLL CALL

CHANGES TO THE AGENDA

PUBLIC COMMENT (3-minute limit)

The Council welcomes your comments at this time. The Mayor will call on each person when it is their turn to speak for up to three minutes.

-- If you are attending the meeting in-person, please submit your comment signup form to the City Recorder before the regular meeting begins at 7:00 p.m. Forms are available on the table next to the Council Chambers door.

-- If you are attending the meeting via Zoom, please complete the online comment signup webform by 4:00 p.m. on the day of the meeting: <https://www.ci.sandy.or.us/citycouncil/webform/council-meeting-public-comment-signup-form-online-attendees>.

RESPONSE TO PREVIOUS COMMENTS

CONSENT AGENDA

2. [City Council Minutes: April 6, 2026](#)
3. [Contract Approval: City Hall Safety and Capacity Improvements](#)

PRESENTATIONS

4. Presentation: Sandy Community Action Center
5. Government Relations Update

NEW BUSINESS

6. [Noise Exception: 4th Annual Sandy Invitational Chainsaw Carving \(SICC\)](#)

OLD BUSINESS

7. [PUBLIC HEARING: Ordinance 2026-02 - Sign Code Modifications](#)
8. [Traffic Safety Technology Follow Up](#)

REPORT FROM THE CITY MANAGER

COMMITTEE / COUNCIL REPORTS

STAFF UPDATES

Monthly Reports: <https://reports.cityofsandy.com/>

ADJOURN

Americans with Disabilities Act Notice: Please contact Sandy City Hall, 39250 Pioneer Blvd. Sandy, OR 97055 (Phone: 503-668-5533) or (Email: recorder@ci.sandy.or.us) at least 48 hours prior to the scheduled meeting time if you need an accommodation to observe and/or participate in this meeting.



STAFF REPORT

Meeting Type: City Council
Meeting Date: April 20, 2026
From: Kelly O'Neill Jr., Development Services Director
Subject: Nuisances Affecting Public Peace

DECISION TO BE MADE:

Hold a work session to discuss proposed code amendments related to Chapter 8.20 Nuisances Affecting Public Peace in the Sandy Municipal Code.

APPLICABLE COUNCIL GOAL:

- **Goal 6.10:** Continue to improve and refine code language, policies, and practices related to code enforcement.

BACKGROUND / CONTEXT:

At the City Council meeting on [March 2, 2026](#), the City Council instructed staff to move forward with code amendments to noise and solicitation. [Chapter 8.20](#) includes regulations regarding noise. This chapter also includes a section titled, 'Notices and advertisements' which is being proposed to be replaced with a new code section regarding solicitation. While modifying Chapter 8.20, staff and the city attorney's office have worked together to revise that chapter in full (Exhibit A).

Staff would like to get feedback from the City Council at this work session to prepare for a public hearing in May.

KEY CONSIDERATIONS / ANALYSIS:

The code amendments to Chapter 8.20 have been summarized by section.

Section 8.20.010. Radio and television interference

- The City Attorney modified this section to include necessary provisions.

Section 8.20.020. Unnecessary noise

- Added titles to each unnecessary noise provision and updated the language where necessary.

- Added a provision (Section 8.20.020.B.8.) for leaf blowers and similar devices not to be used between the hours of 7:00 p.m. and 7:00 a.m.
- Added a provision (Section 8.20.020.B.10.) for recreational areas on private property to not be used between the hours of 10:00 p.m. and 7:00 a.m.
- Added a provision (Section 8.20.020.B.14.) to cover other noise not identified in any of the other provisions between the hours of 10:00 p.m. and 7:00 a.m.
- Modified the noise exception request process for excavation and construction (Section 8.20.020.B.7.) and for musical devices (Section 8.20.020.B.11.) to allow the City Manager to approve exception requests.
- Added an appeals section (Section 8.20.020.D.) in the event that an applicant wants to appeal the noise exception decision by the City Manager.
- Added a list of exemptions (Section 8.20.020.C.) to a similar list that is found in other municipalities. This list also includes the 4th of July and the Sandy Mountain Festival programming.

Section 8.20.025. Public nuisance – Unlawful activities

- The City Attorney modified this entire section to include language that is easier to understand.
- Removed the list of offenses and instead reference the list in [Section 8.22.010](#), that was updated by the City Council in 2025 with Ordinance No. 2025-04.

Section 8.20.030. Solicitation (formerly Notices and advertisements)

- Removed the existing code provisions.
- Added solicitation code provisions that are similar to what is found in other municipalities.
- Clarified that it is unlawful to solicit between the hours of 7:00 p.m. to 9:00 a.m.

Section 8.20.040. Illegal signs

- Staff recommend removal of this section as it essentially duplicates the sign code provisions in Chapter 15.32.

BUDGET IMPACT:

Staff and City Attorney expenses that have already been incurred.

RECOMMENDATION:

Staff recommend that the City Council discuss the proposed code amendments and provide staff with suggested edits prior to holding a public hearing.

LIST OF ATTACHMENTS / EXHIBITS:

- Ordinance No. 2026-09
 - Exhibit A. Chapter 8.20 Code Amendments in track changes



ORDINANCE NO. 2026-09

AN ORDINANCE UPDATING THE CITY’S REGULATIONS ON NUISANCES AFFECTING PUBLIC PEACE IN CHAPTER 8.20 OF THE SANDY MUNICIPAL CODE

WHEREAS, 2025-27 City Council Goal 6.10 tasked the Development Services Department to continue to improve and refine code language, policies, and practices related to code enforcement; and

WHEREAS, Title 8, CHAPTER 8.20 – Nuisance Affecting Public Peace includes regulations for radio and television interference, unnecessary noise, public nuisance, and solicitation within the city of Sandy; and

WHEREAS, the purpose of this ordinance is to ensure all regulations in this chapter follow best practices, make processes clearer, and modify the code for easier comprehension and implementation; and

WHEREAS, the City Council held a work session on April 20, 2026, making several requested changes that have been incorporated into the code amendments; and

WHEREAS, the City Council held a public hearing on May 18, 2026, allowing the public an opportunity to provide testimony on the proposed code amendments.

NOW, THEREFORE, THE CITY OF SANDY ORDAINS AS FOLLOWS:

Section 1. Sandy Municipal Code Chapter 8.20 is hereby amended as detailed in Exhibit A, attached and incorporated by reference.

Section 2. This Ordinance shall become effective 30 days from the date of adoption.

This ordinance is adopted by the City Council of the City of Sandy on this 18th day of May 2026.

Kathleen Walker, Mayor

ATTEST:

Jeffrey Aprati, City Recorder

Title 8 - HEALTH AND SAFETY
CHAPTER 8.20 NUISANCES AFFECTING PUBLIC PEACE

CHAPTER 8.20 NUISANCES AFFECTING PUBLIC PEACE

Sec. 8.20.010. Radio and television interference.

- A. No person may operate or use an electrical, mechanical, or other device, apparatus, instrument, or machine that causes ~~reasonably preventable~~ interference with radio or television reception, provided that the radio or television receiver interfered with is of good engineering design.
- B. This section does not apply to electrical and radio devices licensed, approved, and operated under the rules and regulations of the Federal Communications Commission.
- C. This section does not prohibit the use or operation of any such device, apparatus, instrument, or machine when necessary for the protection of life or property, for the care or treatment of sick or injured persons, or for the operation of a public utility.

~~(Ord. No. 1-73, § 15, 1973)~~

Sec. 8.20.020. Unnecessary noise.

- A. No person may make, assist in making, continue, or cause to be made any loud, disturbing, or unnecessary noise which either annoys, disturbs, injures, or endangers the comfort, repose, health, safety, or peace of others.
- B. Loud, disturbing, and unnecessary noises in violation of this section include, but are not limited to the following:
1. Animals: Unreasonably loud and raucous noise emitted or caused by an animal for which a person is responsible. A person is responsible for an animal if the person owns, controls, or otherwise cares for the animal.~~The keeping of any bird or animal which by causing frequent or long continued noise shall disturb the comfort and repose of any person in the vicinity;~~
 - ~~2. The attaching of a bell to an animal or allowing a bell to remain on an animal;~~
 - ~~3.~~ Vehicles: The use of a vehicle or engine, either stationary or moving, so out of repair, loaded, or operated as to create any loud or unnecessary grating, grinding, rattling, or other noise;
 - Engines: The discharge in the open air of the exhaust of a steam engine, internal combustion engine, motorboat, or motor vehicle except through a muffler or other device which will effectively prevent loud or explosive noises and the emission of excessive smoke;
 4. Horns, Signaling Devices, and Similar Devices: The sound of a horn, or signaling device, gong, siren, or similar device on a vehicle on a street, public place, or private place, except as a necessary warning of danger;
 5. Stationary Boiler: The blowing of a steam whistle attached to a stationary boiler, except to give notice of the time to begin or stop work, as a warning of danger, or upon request of proper City authorities;
 6. Mechanical Device: The use of a mechanical device operated by compressed air, steam, or otherwise, unless the noise thereby created is effectively muffled;
 7. Excavation and Construction: Any excavation or construction, including but not limited to: erection, repair, alteration, or demolition of a building or structure, other than between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday, or between the hours of 8:00 a.m. to 5:00 p.m. on

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~~weekends~~ Saturday and Sunday. However, site clearing, tree ~~fe~~alling, earth moving, installation, or construction of underground utilities, paving of streets and sidewalks, framing, ~~and~~ foundation pouring, roofing, and structure framing shall be entirely prohibited on Sundays.

Exceptions may be granted by the ~~e~~City ~~m~~Manager, upon application, ~~in cases of urgent necessity when the City Manager determines that granting the exception is~~ in the interest of the public welfare and safety ~~and that loss or convenience would result to any person unless the exception were granted;~~ ~~by~~ if so determined, the City Manager shall grant an exception via a permit for a period not to exceed ten days. Such permit may be renewed for periods of five days while such ~~emergency circumstances~~ continues to exist. The decision by the City Manager may impose such conditions on the approval as necessary to achieve the purposes of these regulations. A person requesting an exception may appeal the City Manager's decision to the City Council following the appeal process in subsection D of this section. ~~Exceptions may also be granted by the city council, by application before or during the progress of the work, upon a determination by the council that the public health, safety and welfare will not be impaired and that loss or inconvenience would result to any person unless such exception were granted.~~

Notwithstanding anything to the contrary provided in this section, The owner of property may do work on property actually occupied by him or her between the hours of 7:00 a.m. and 10:00 p.m. ~~weekdays~~ on Monday through Friday, and from 8:00 a.m. to 10:00 p.m. ~~weekends~~ on Saturday and Sunday, without obtaining a permit as herein required;

- ~~8. The use of a gong or siren upon a vehicle, other than police, fire or other emergency vehicle;~~
8. Blowers and Similar Devices: The operation of any noise-creating blower, power fan, or any similar device, the operation of which causes noise, provided that the noise can be heard across the property line of the property from which it emanates between the hours of 7:00 p.m. and 7:00 a.m.;
9. Noise Sensitive Areas: The creation of excessive noise on a street adjacent to a school, institution of learning, church, or court of justice, while the same are in use, or on a street adjacent to a hospital, nursing home, or other institution for the care of the sick or infirm, which unreasonably interferes with the operation of such institution or disturbs ~~or unduly annoys~~ patients;
- ~~10. The discharge in the open air of the exhaust of a steam engine, internal combustion engine, motorboat or motor vehicle except through a muffler or other device which will effectively prevent loud or explosive noises and the emission of annoying smoke;~~
10. Recreational Areas on Private Property: The making of noise with a sports ball, racquet, bat, or any similar device, provided that the noise can be heard across the property line of the property from which it emanates between the hours of 10:00 p.m. and 7:00 a.m.;
11. Musical Devices: The use or operation of an automatic or electric piano, phonograph, gramophone, victrola, radio, television, loudspeaker, or any instrument for sound producing or any sound-amplifying device so loudly as to disturb persons in the vicinity thereof or in such a manner as renders the use thereof a nuisance.

~~However, upon application to the council, permits~~ Exceptions may be granted by the City Manager, upon application, to responsible persons or organizations for the ~~broadcast or amplification of utilization of programs of music, news, speeches, or general entertainment~~ any instrument for sound producing or any sound-amplifying device as a part of a national event, state event, ~~or e~~City event, school district event, public festivals, or outstanding events of a noncommercial nature. A "responsible person or organization" is a person or organization that takes sufficient measures to reduce noise, including that the broadcast or amplification shall not be audible for a distance of ~~more~~ greater than 1,000 feet from the instrument, speaker, or amplifier. ~~and i~~n no ~~event~~ circumstance shall a permit be granted where any obstruction is anticipated to the free and uninterrupted traffic, both vehicular and

pedestrian, in connection with the event which is utilizing the instrument for sound producing or the sound-amplifying device. The decision by the City Manager may impose such conditions on the approval as necessary to achieve the purposes of these regulations. A person requesting an exception may appeal the City Manager's decision to the City Council following the appeal process in subsection D of this section-~~will result;~~

12. Yelling, Shouting, and Similar Activities: The making of a noise by crying, calling, or shouting or by means of a whistle, rattle, bell, gong, clapper, horn, hammer, drum, musical instrument, or other device, ~~for the purpose of advertising goods, wares or merchandise, attracting attention, or inviting patronage of a person to a business~~ by a place of business, or the employees or independent contractors of a place of business, during that business's regular business hours. ~~However, newsboys may sell newspapers and magazines by public outcry;~~
13. Automotive Repair Shops: The conducting, operating, or maintaining of ~~a garage~~ an automotive repair shop within 100 feet of a ~~private residence, apartment dwelling unit, rooming house~~ short term rental, residential facility, residential home, or hotel in such manner as to cause loud or disturbing noises to be emitted therefrom between the hours of ~~10~~1:00 p.m. and 7:00 a.m.
14. Any other loud, disturbing, or unnecessary noise between the hours of 10:00 pm and 7:00 am which either annoys, disturbs, injures, or endangers the comfort, repose, health, safety, or peace of others.

C. Exemptions. Sounds caused by the following are exempt from the prohibitions set out in subsection B:

1. Motor vehicles on traffic ways of the city, provided that the prohibitions of subsection B continue to apply;
2. Repairs of utility facilities that pose a clear and immediate danger to life, health, or significant loss or property;
3. Sirens, whistles, or bells lawfully used by emergency vehicles, or other alarm systems used in case of fire, collision, civil defense, police activity, or imminent danger;
4. The emission of sound to alert persons to the existence of an emergency or the emission of sound in the performance of emergency work;
5. Repairs or excavations of streets by or on behalf of the City or the State, between the hours of 7 p.m. and 7 a.m., when the public welfare and convenience renders it impractical to perform the work between 7 a.m. and 7 p.m., as determined by the City or the State in its sole discretion;
6. Reasonable activities conducted on public playgrounds and public or private school grounds that are conducted in accordance with the way such spaces are generally used, including but not limited to school athletic and school entertainment events;
7. Outdoor gatherings, public dances, shows, sporting events, and other similar outdoor events when the event is being hosted or sponsored by the City;
8. Noise emanating from the combustion, detonation, or concussion caused by using fireworks or other similar devices on July 4 of each year;
9. Noise emanating from the Sandy Mountain Festival, the Sandy Mountain Festival Parade, and the Sandy Mountain Festival Carnival in July of each year.

~~(Ord. No. 1 73, § 16, 1973; Ord. No. 2007-11)~~

D. Appeals. In the event an application for a noise exception under this chapter is denied or includes conditions that the applicant wants to challenge- the applicant shall have the right to appeal to the City Council.

1. The written notice of appeal to the City Council shall be filed with the City Manager within 12 days after the noise exception decision is issued.
2. The City Council shall hear and make a determination in regard to the appeal at a regularly scheduled meeting within 60 days of the filing of the appeal.
3. The decision of the City Council on the appeal shall be final and conclusive.

E. State law reference(s)—For statutory provisions regarding excessive noise, see ORS 467.010 et seq.; ~~for provisions prohibiting unnecessary muffler noise in motor vehicles, see ORS 483.448.~~

Sec. 8.20.025. Public nuisance—Unlawful activities.

A. It is a public nuisance for (1) any person in charge of real private property to permit three or more nuisance activities to occur on or in such property within a six month period, or (2) any person to cause ~~to exist three or more nuisance activities to occur in any public place- or in or on any real public property within a six month period~~ where patrons, employees, residents or occupants engage in a pattern of behavior in the neighborhood involving the commission of three or more of the following offenses. For purposes of this section, "nuisance activities" has the meaning set forth in Sandy Municipal Code Section 8.22.010.:

1. ~~Furnish Liquor to Intoxicated Person; ORS 471.410;~~
2. ~~Furnish Alcohol to a Minor; ORS 471.410;~~
3. ~~Prostitution; ORS 167.007;~~
4. ~~Patronizing Prostitution; ORS 167.008;~~
5. ~~Promoting Prostitution; ORS 167.012;~~
6. ~~Noise, SMC Section 8.20.020;~~
7. ~~Assault, ORS 163.160, 163.165, 163.175 or 163.185;~~
8. ~~Sexual abuse, ORS 163.415, 163.425 or 163.427;~~
9. ~~Public indecency, ORS 163.465;~~
10. ~~Criminal trespass, ORS 164.245 or 164.255;~~
11. ~~Criminal mischief, ORS 164.345, 164.354 or 164.365;~~
12. ~~Disorderly conduct, ORS 166.025;~~
13. ~~Harassment, ORS 166.065;~~
14. ~~Minor in possession of alcohol, ORS 471.430; or~~
15. ~~Unlawful manufacture, delivery or possession of a controlled substance, ORS 475.992;~~

B. ~~For purposes of this section, "pattern of behavior in the neighborhood" means one or more patrons, employees, residents, or occupants of the place or business having been arrested or issued a citation for violation of three or more of any of the offenses specified in subsection A. of this section that occur over any six month period at the place or business or within 300 feet thereof.~~

BC. It is unlawful for any place or business to be a public nuisance or to be used as a public nuisance, as defined in subsection A of this section. If any place or business is found to be a public nuisance or to be used as such, it shall be subject to a fine as provided in Chapter 8.28. ~~closure for a period of up to one year.~~

CD. Public nuisances ~~closure~~ will be subject to the abatement procedures provided in ~~SMC Sections 8.24.010 and 8.24.030.~~ Chapter 8.24.

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~~(Ord. No. 3-97, § 1, 1997)~~

Sec. 8.20.030. ~~Notices and advertisements~~Solicitation.

- A. The purpose of this section is to regulate residential soliciting hours and prohibit door-to-door solicitors at residences posting “No Soliciting” signs.
- B. For the purposes of this section, the terms “solicit” and “solicitation” shall mean the entry onto real property used for residential purposes by a person for the purpose of communicating with an occupant of the property, whether the communication is verbal, visual, or in writing.
- C. Prohibited acts. It is unlawful for any person to:
1. Solicit before 9:00 a.m. or after 7:00 p.m. without the consent of the occupant to do so.
 2. Leave written materials upon real property where a “No Solicitation” sign conforming to the requirements of this section is posted.
 3. Solicit where a “No Solicitation” sign conforming to the requirements of this section is posted.
 4. Allow or permit any person soliciting on their behalf or under their direction to commit any act prohibited by this section.
- D. Consent to enter real property.
1. It shall be an affirmative defense to an alleged violation of this section that the person charged received actual or constructive consent of the occupant prior to entering the real property. Constructive consent may be implied from the circumstances of each instance, the relationship of the parties, and actual or implied contractual relationships.
 2. The occupant of real property shall be considered to have given constructive consent to enter real property for the purpose of solicitation between the hours of 9:00 a.m. and 7:00 p.m. if they have not posted a “No Solicitation” sign, pursuant to this section.
- E. Effect of posting “No Soliciting” sign.
1. If an occupant of real property chooses to not invite solicitors, or certain types of solicitors, onto their property, the occupant may post a sign indicating their preference, such as a sign stating, “No Solicitation.” The effect of posting a sign stating, “No Solicitation,” or similar words to that effect, is to express the refusal of the occupant to grant consent to any person to enter their real property to solicit.
 2. Signs posted pursuant to this section shall be posted on or near the boundaries of the property at the normal points of entry.
 3. For real property possessing no apparent barriers to entry at the boundaries of the property that limit access to the primary entrance of a structure located on the property, placement on the sign at the primary entrance to the structure constitutes compliance with this section.
 4. A property shall not have more than two signs, each of which shall not exceed one square foot in size. This is in addition to other signage which may be allowed in accordance with Chapter 15.32.
- F. Violations. A person who enters or remains unlawfully on property posted with a “No Solicitation,” “No Trespassing,” or similar sign is subject to a fine as provided in Chapter 8.28.
- G. Compatibility. Nothing in this section shall relieve any person or entity who solicits and conducts business in the city from compliance with Title 5 of the Sandy Municipal Code.

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(Supp. No. 5, Update 3)

H. Severability. The subsections of this section are severable. The invalidity of any subsection shall not affect the validity of the remaining subsections.

- ~~A. No person may affix or cause any placard, bill, advertisement or poster to be affixed upon real or personal property, public or private property, without first securing permission from the owner or person in control of the property. This section shall not be construed as an amendment to or a repeal of any regulation now or hereafter adopted by the city regulating the use of and the location of signs and advertising.~~
- ~~B. No person, either as principal or agent, may scatter, distribute or cause any placards, advertisements or other similar material to be scattered or distributed on public or private property.~~
- ~~C. This section does not prohibit the distribution of advertising material during a parade or approved public gathering.~~

~~(Ord. No. 1-73, § 17, 1973)~~

Sec. 8.20.040. Illegal signs.

~~No person may erect or maintain any sign or any abandoned sign in violation of the provisions of Chapter 15.32 of this Code.~~

~~(Ord. No. 4-88, § 15, 1988)~~



CITY COUNCIL MEETING

Monday, April 06, 2026 at 6:00 PM
Sandy City Hall and via Zoom

MINUTES

WORK SESSION – 6:00 PM

1. City Hall Safety and Capacity Improvements

The City Manager and Deputy City Manager summarized the staff report in the meeting packet. Council discussion related to the following points:

- Overview and history of the City Hall building and its usage
- History of how staff has explored addressing the building's inherent capacity and safety challenges in recent years, including exploring a full renovation option as well as a more modest targeted option
- Questions as to whether staff looked into securing emergency preparedness grant funding
- Overview of what would have been included in the full renovation option
- Discussion of SandyNet's future building needs, and whether servers would remain
- Overview of the components included in the more targeted \$150,000 proposed project including front counter reorientation and safety improvements, and limited addition of private office space
- Discussion related to concurrent actions to address the technology needs in the Council Chambers, including the RFI currently underway to gather professional input on potential improvements, and the subsequent plans to issue a RFP as soon as possible
- Discussion about whether it would be prudent to move Development Services staff to the west side of the building in the interest of limiting the number of entrances; response from staff that such a move would be counterproductive and not desirable
- Note that private office space for Human Resources and Administration will free up conference room time for others
- Suggestion to consider opportunities to consolidate to one building entrance in the future
- Affirmation of staff's understanding of which building configuration would be most beneficial
- Discussion on future needs to repair the City Hall roof and repaint the building
- Acknowledgement that spending a large amount of money on a large renovation at this time would not be appropriate
- Consensus that the targeted \$150,000 package of improvements is appropriate to advance at this time

- Emphasis on the urgency of addressing the Council Chambers technology issues as soon as possible

REGULAR MEETING – 7:00 PM

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENT

Mayor Kathleen Walker
Council President Don Hokanson
Councilor Laurie Smallwood
Councilor Rich Sheldon
Councilor Kristina Ramseyer
Councilor Lindy Hanley

ABSENT

Councilor Chris Mayton

CHANGES TO THE AGENDA

(none)

PUBLIC COMMENT (3-minute limit)

Michael Modica: concern about a recent indecent exposure incident where an individual exposed himself on a balcony in the presence of children; concern about being advised that the City has no ordinance making such conduct illegal, and that state law only makes nudity illegal if it is explicitly sexual in nature; note that Portland does have such an ordinance; concern that similar incidents could happen in the future even if this particular person moves

Lisa Hull: regarding the recent ODOT speed investigation, lives nearby and supports increased enforcement and technology implementation especially since such a high percentage of drivers appear to be speeding; concern that the study did not extend to Firwood Dr which is a dangerous intersection especially for turning left; is also supportive of decreasing speed limits

RESPONSE TO PREVIOUS COMMENTS

(none)

CONSENT AGENDA

2. City Council Minutes: March 16, 2026

MOTION: Adopt the Consent Agenda

Motion made by Councilor Sheldon, Seconded by Councilor Smallwood.

Voting Yea: Mayor Walker, Council President Hokanson, Councilor Smallwood, Councilor Sheldon, Councilor Ramseyer, Councilor Hanley

MOTION CARRIED: 6-0

PRESENTATIONS

3. Fire District Annexation Presentation

The Clackamas Fire Chief and Assistant Chief were present to deliver the presentation; slides were included in the meeting packet. Representatives of the Sandy Fire Board, as well as the Clackamas Fire Board, were also present to provide comments. Points made during the presentation included the value that would be provided to residents should the annexation measure pass; the representative structure of the Board; and lessons learned from the measure's past failure. Discussion also included concerns about losing local control, ambulance response times, and consequences of the measure not passing including reductions in service levels due to the need for Sandy Fire to add additional overhead costs.

PROCLAMATIONS

4. Arbor Month 2026

The Mayor read the Arbor Month proclamation aloud.

RESOLUTIONS

5. PUBLIC HEARING: Resolution 2026-06 - Adopting Revised Water and Wastewater SDC Methodologies

Abstentions

(none)

Conflicts of Interest

(none)

Staff Report

The City Manager summarized the staff report in the meeting packet, and pointed to the updated language in Section 1 of the resolution.

Public Testimony

Brendon Buckley: with Johnson Economics, stated he reviewed the SDCs and provided a memo which is included in the meeting packet; stated that more analysis of SDC methodology is needed because different growth rates are included for water and wastewater and because they are old forecasts that anticipate unreasonably high growth; stated concern that the CIP lists include projects that do not increase capacity and that better accounting is needed; stated that proposed projects include work that fixes old problems rather than accommodating growth; stated that the wastewater projects do not match what is in the budget, and that there is no reference to Gresham; stated there should be a needs nexus between stated capacity

needs and the number of new connections being served; suggested longer term project costs should be spread over a longer period

Dave Vandehey: general remarks about SDC methodology and how project lists drive rates; note that the proposed rates are tied to an old master plan; statement that the proposed lowering of water SDC rates suggests that wastewater rates may not be accurate; concern that the current wastewater plan still contemplates a new discharge on the Sandy River; concern that projects to be constructed will be in operation long past 2040, thus making the proposed rates inappropriate; statement that a connection to Gresham will be in service for many decades past the plan's time horizon

Art O'Leary: Questioned whether applicable studies, plans, and information is available on the City's website that would address many of the questions that have already been raised (staff responded in the affirmative); asked whether SDC rates are being increased proportionately; stated that developers need to pay their share of the cost of infrastructure improvements

Kendal Pelton: Concern that reports from City consultants, with which rates are set, have errors and are based on bad information; statement that connecting to the City of Gresham for wastewater treatment will take 10 years; concern that the City is not planning effectively

Mac Even: History of his development projects in Sandy, particularly as it related to multiple challenges his projects have encountered including the City's moratorium on development applications and increases in SDC rates; concern about the large size of the recent SDC rate increases; concern that future increases will be forthcoming in Parks and Transportation, making development more expensive; concern about depressed economic development; statement that development should be considered a partnership between the City and property owners; concern that he cannot finance nor sell his projects; statement that he should be allowed to develop his property at the rates that were in place when he received land use approval

Following the testimony, the Council engaged in the following points of discussion:

- Question to Mr. Even as to how he would suggest balancing the City's needs with the needs of his business; he responded that builders are a vital part of the local economy and the whole community will be hurt if their projects fail. There needs to be a way to find a win-win.
- Question to Mr. Buckley regarding his interpretation of eligibility rates for SDCs, noting that the City is applying eligibility rates correctly; discussion regarding the CIP list; discussion regarding growth percentages and whether excess growth is being contemplated

MOTION: Close the Public Hearing

Motion made by Councilor Sheldon, Seconded by Councilor Ramseyer.

Voting Yea: Mayor Walker, Council President Hokanson, Councilor Smallwood, Councilor Sheldon, Councilor Ramseyer, Councilor Hanley

MOTION CARRIED: 6-0

Discussion

- John Ghilarducci with FCS provided clarification on SDC calculation methodology, including the link between growth projections and the proportion of projects that are calculated as SDC eligible
- Further remarks from the City Attorney that the particular rate of growth is not material
- Discussion related to the various sources of capital funding, including utility rates, SDCs, and grants
- Remarks related to the methodology changes since the last version in 2025
- Clarification from the City Attorney that the proposed methodology is based on the 2019 wastewater plan, and that it can be revised again if warranted once the City amends its plan
- Plans to review the wastewater CIP and SDC rates after the new wastewater facility plan amendment is adopted

MOTION: Adopt Resolution 2026-06

Motion made by Councilor Sheldon, Seconded by Council President Hokanson.

Voting Yea: Mayor Walker, Council President Hokanson, Councilor Smallwood, Councilor Sheldon, Councilor Ramseyer, Councilor Hanley

MOTION CARRIED: 6-0

6. Resolution 2026-07 – Amending Water SDC CIP List

The City Manager summarized the staff report in the meeting packet. Clarification was provided regarding the purpose of the three separate resolutions.

MOTION: Adopt Resolution 2026-07

Motion made by Councilor Ramseyer, Seconded by Councilor Smallwood.

Voting Yea: Mayor Walker, Council President Hokanson, Councilor Smallwood, Councilor Sheldon, Councilor Ramseyer, Councilor Hanley

MOTION CARRIED: 6-0

7. PUBLIC HEARING: Resolution 2026-08 - Adopting Revised Water and Wastewater SDC Rates

Abstentions

(none)

Conflicts of Interest

(none)

Staff Report

The City Manager summarized the staff report in the meeting packet.

Public Testimony

Dave Vandehey: recounted the history of Bull Run Terrace and the frustrations therein; stated that this is a broken system that dampens any opportunity to find collaborative solutions; questioned the answer from FCS about calculating capacity; stated that the projects constructed will need to last for many decades; concern that they are being asked to pay for capacity that will stretch into the very long-term future; concern that wastewater projects may turn out to cost far less than estimated, making SDC rates inappropriately high; appreciation for the proposed reduction but concern that it is not enough; suggestion to exempt previously approved projects from SDC rate increases; concern about increased costs his projects have experienced including interest rates, labor costs, and other factors; request for a two year extension of his land use approval and ERU allocations; suggestion that if projects do not move forward the City will fail to collect any SDC revenue at all.

Mac Even: the estimated refund amount shows that very few building permits have been issued since SDC rates were increased; sought to preserve his standing by offering testimony.

MOTION: Close the Public Hearing

Motion made by Council President Hokanson, Seconded by Councilor Hanley.

Voting Yea: Mayor Walker, Council President Hokanson, Councilor Smallwood, Councilor Sheldon, Councilor Ramseyer, Councilor Hanley

MOTION CARRIED: 6-0

Discussion

- Overview of SDC logic and methodology
- History and context of the previous lack of increasing SDCs over time, which artificially transferred cost burden to rate payers
- Concern that SDCs can become too high, thereby slowing development; suggestion to lower Parks SDCs to make development more viable
- Emphasis on the point that shifting even more cost burdens to rate payers is wrong; many additional years of rate increases are already planned, and SDCs had been artificially low for years
- Note that the Council approved the Parks Master Plan and its associated projects, creating the necessity of SDC funding if they are to be constructed
- Note that a sizable percentage of Parks Master Plan projects are not planned to be funded under current Parks SDC rates
- Note that it was necessary and appropriate to reduce water SDCs when costs when actual project costs came in lower than planned
- Note that the federal government historically contributed toward local infrastructure

- Note that if wastewater facilities costs move lower, associated SDCs can be reduced
- Emphasis on the point that the wastewater projects are necessary to get the City out of the development moratorium
- Concern about what would happen to SDC revenue if no growth occurs; suggestion that development is necessary
- Assertion that going back to 2022 SDC rates is impossible
- Suggestion that parks are vital for residents of multifamily housing
- Suggestion that Portland reducing SDCs is not an analogous situation
- Note from the City Manager that Councilor Mayton suggested reducing SDCs other than wastewater
- Acknowledgement that a wastewater facilities plan amendment will be adopted soon and a subsequent update to SDCs is likely

MOTION: Adopt Resolution 2026-08

Motion made by Council President Hokanson, Seconded by Councilor Hanley.

Voting Yea: Mayor Walker, Council President Hokanson, Councilor Sheldon, Councilor Ramseyer, Councilor Hanley

Voting Nay: Councilor Smallwood

MOTION CARRIED: 5-1

NEW BUSINESS

8. Discussion: ODOT Speed Investigation

The City Manager summarized the staff report in the agenda packet. Council discussion ensued on the following topics:

- Questions as to the extent this speed reduction effort could conflict with efforts to gain ODOT approval for implementation of traffic enforcement technology
- Suggestion that the warm winter weather might have affected highway traffic in recent months
- Note that the amount of traffic affects driver behavior
- Acknowledgement that ODOT and the City have differing priorities with regard to traffic management
- Concern about safety at the intersection of Hwy 26 and Firwood
- Concern about enforcement and/or technology diverting traffic onto other streets
- Suggestion to implement focused traffic enforcement missions
- Concern about lack of driver attention to speed feedback signs and/or behavior change
- Suggestion to use Council contingency to fund focused traffic patrols in specific areas and analyze the results
- Suggestion to lower posted speeds before implementing any technology program
- Clarification as to whether ODOT would use the City's traffic and speed data during their consideration of proposed speed changes
- Discussion as to the extent to which posted speed changes affect driver behavior

The consensus of the Council was that the City should respond to ODOT with a compromise speed change proposal for the review panel's consideration: 40 mph between Canyon Valley Rd and Langensand Rd, and 35 mph between Langensand Rd and Ten Eyck Rd.

REPORT FROM THE CITY MANAGER

- Reiteration that the RFI for technology improvements in the Council Chambers is currently underway
- Note that the damaged trees are being replaced at Centennial Plaza
- Note of the upcoming meeting with Representative Bunch

COMMITTEE / COUNCIL REPORTS

Council President Hokanson

- Suggestion to provide public hearing training for the Council and Planning Commission

Councilor Hanley

- Note of the upcoming ribbon cutting for the Mobile Library

Councilor Ramseyer

- Note of the upcoming Transit Advisory Board meeting
- Note that the charging station infrastructure project is underway at the Operations Center
- Recap of the most recent Planning Commission public hearing on House Bill 2005
- Concerns with the proposed RV development on 362nd Dr
- Recap of the recent CCA dinner in Estacada

Councilor Sheldon

(none)

Councilor Smallwood

(none)

Mayor Walker

- Recap of the recent meeting with PGE; note of their donation/sponsorship of Winterfest
- Update on the LOC water/wastewater policy committee
- Recap of the egg hunt events
- Note that a grant application is being written to enhance parks awareness/marketing
- Note of the upcoming PGE wildfire preparedness meeting

STAFF UPDATES

Monthly Reports: <https://reports.cityofsandy.com/>

ADJOURN



STAFF REPORT

Meeting Type: City Council
Meeting Date: April 20, 2026
From: Tyler Deems, City Manager
Subject: Contract Approval: City Hall Safety and Capacity Improvements

DECISION TO BE MADE:

Approval of a contract for safety and capacity improvements at City Hall.

APPLICABLE COUNCIL GOAL:

- **Goal 9.3:** Address the City’s immediate space needs; develop a long-term integrated space management plan that anticipates and plans for future needs.

BACKGROUND / CONTEXT:

For many years City Hall has served as the main hub of City services. Currently, City Hall houses the Administration, Municipal Court, Finance, Human Resources, Planning, Building, Code Compliance, and Public Works Administration staff. As the City has grown, the demand for services has also increased. Unfortunately, no material capacity enhancements have been implemented to the existing building, resulting in a serious shortage of space. Furthermore, the existing configuration does not adequately address many safety concerns that staff have.

Staff has been exploring options for addressing these challenges for some time. On [April 6, 2026](#), the Council held a work session and was presented with a proposal for targeted safety and capacity improvements. The package of improvements being recommended to the Council will increase safety for City Hall staff, as well as provide additional office space for both existing and future staff members. In addition, fully enclosing a few offices will allow for confidential meetings for both human resources and city administration purposes, and more efficient workspaces.

It should also be noted that staff is concurrently working on addressing Council Goal 9.2: “Improve the audio and visual technology in the Council Chambers.” Staff currently has a request for information (RFI) published to obtain a better understanding of what types of solutions are available to be implemented in the City Council Chambers. This RFI closes on May 1, 2026. To date, staff has received one response and met with the responder for a site visit to gain a better understanding of the challenges of the existing City Council Chambers. Staff will bring back information to the Council to consider as soon as possible. Once the information is evaluated and Council input is received, staff will move forward with a request for proposals (RFP) to implement the preferred solution.

KEY CONSIDERATIONS / ANALYSIS:

When initially constructed, City Hall served as the Sandy Public Library, administrative offices, and the Sandy Police Department. Over time additional facilities were constructed and the Sandy Public Library and Sandy Police Department relocated to other locations to accommodate their increased footprints. As noted above, no material improvements have been made to City Hall to address the significant capacity issues for existing and future staff, and no safety improvements have been implemented to provide additional security. A copy of the existing layout of City Hall is provided as Exhibit A.

Targeted Safety and Capacity Improvements

The concept to address safety and capacity is provided as Exhibit B. These plans accomplish a variety of goals, including:

- Creating safe and secure front counter workspaces for both Administration and Development Services
- Increasing the usable space within the bounds of the existing square footage
- Adding workstations for 3 bodies
- Fully enclosing two offices for privacy and confidentiality purposes

The targeted safety and capacity improvements reorient the front counter on the administration side of the building to align with the setup of the development services side of the building. This will allow for staff from both sides of City Hall to have visibility of both lobbies. In addition, the proposal includes the installation of safety glass to provide another layer of protection for our staff.

This concept was put out to bid in [February 2026](#). Several bids were received, with the lowest responsive bid coming in at around \$150,000. A summary of the bids received is provided below:

<u>Business Name</u>	<u>Bid Amount</u>
3 Diamond Construction	\$340,258
First Cascade Corporation	\$253,000
Mt. View Contracting	\$222,165
Western Construction	\$198,691
ASA Construction	\$196,944
Arcus Group	\$169,080
Red Bull Development	\$158,600
Cedar Mill Construction	\$149,200

Should the Council authorize the City Manager to execute a contract with Cedar Mill Construction, the estimated timeline for the work is as follows:

- June 22, 2026 – Project begins, demo occurring throughout the week
- August 12, 2026 – Project complete

It is likely that City Hall will need to be closed for approximately two days during demolition. The City Manager will work with impacted departments to ensure that service disruptions to the public are minimal.

As noted above, staff will be returning later this spring with options to accomplish Goal 9.2, which relates to the accessibility improvements for audio and visual technology in the Council Chambers.

BUDGET IMPACT:

Approximately \$150,000. This amount can be absorbed within the existing budget of Asset Replacement Fund and General Fund.

RECOMMENDATION:

Approve the construction contract with Cedar Mill Construction.

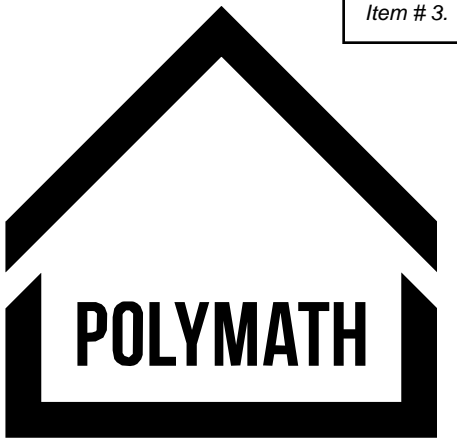
SUGGESTED MOTION LANGUAGE:

"I move to authorize the City Manager to execute the draft construction contract with Cedar Mill Construction, as included in the meeting packet."

LIST OF ATTACHMENTS / EXHIBITS:

- Exhibit A: Current City Hall layout
- Exhibit B: Redesign Plans
- Exhibit C: Contract template

EXHIBIT A



Polymath Studio Architecture, LLC
 2503 SE 11th Ave, #212
 Portland, Oregon 97202
 503.593.0934 © 2024

**PRELIMINARY
NOT FOR
CONSTRUCTION**

SANDY CITY HALL SECURITY IMPROVEMENTS

Project # 2516
 39250 Pioneer Blvd
 Sandy, Oregon 97055
 Client: City Of Sandy

Revisions

Revision #	Revision Date

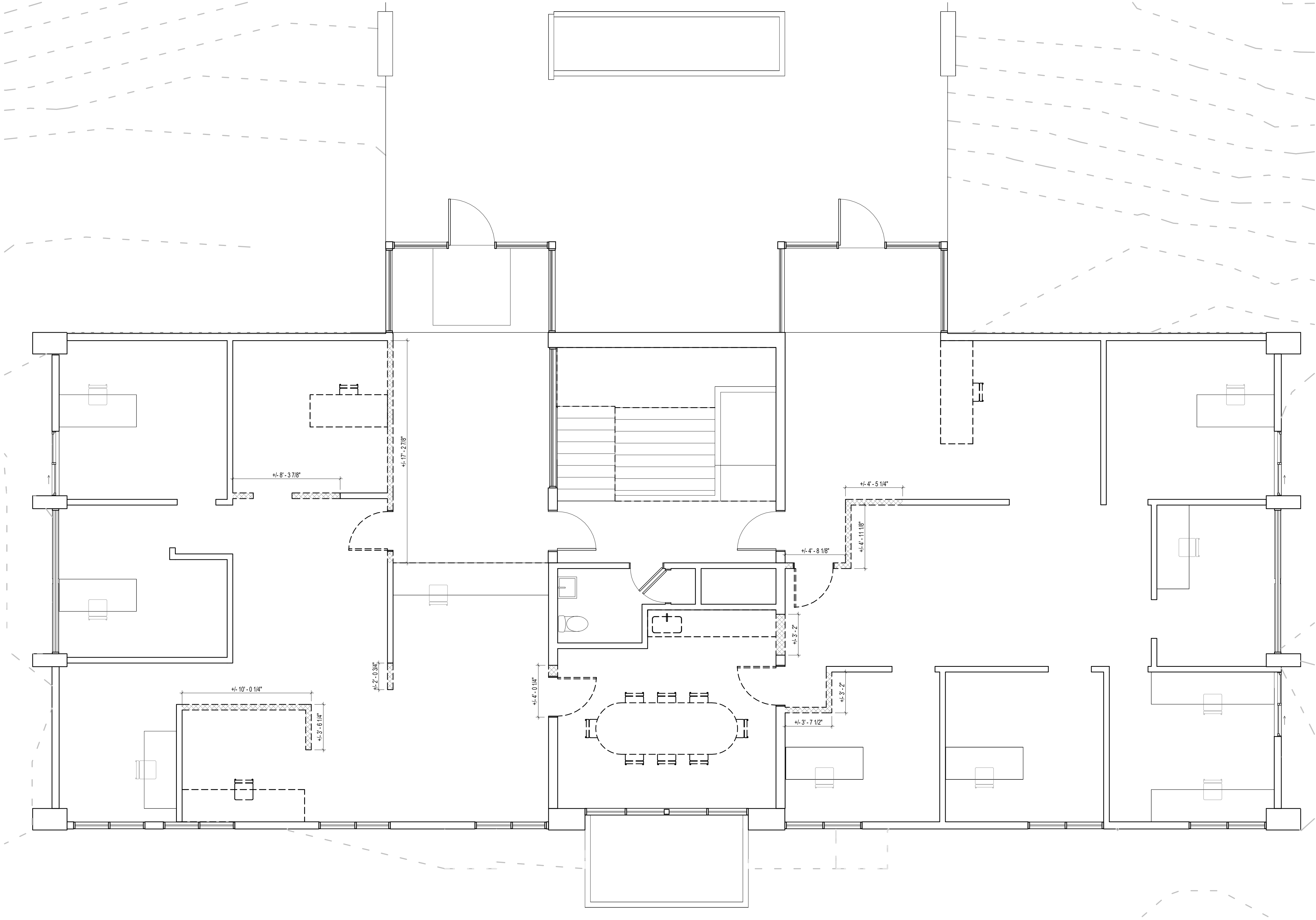
05 January 2026

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for 22" x 34" Paper*

Demo Plan - 1st Floor

1/4" = 1'-0"

D2.1



DEMOLITION PLAN LEGEND

EXISTING WALL / COMPONENT TO REMAIN: Solid line
 EXISTING WALL / COMPONENT TO BE REMOVED: Dashed line

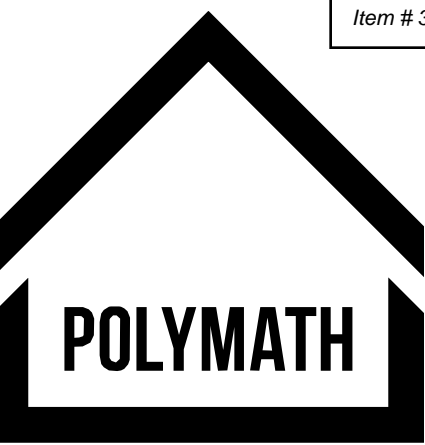
REMOVE DOOR AND FRAME: Arched dashed line

DEMOLITION PLAN NOTES

- WHERE (E) WINDOWS AND DOORS ARE DEMOLISHED AND REPLACED WITH SOLID WALL, REMOVE ADJACENT SIDING SUFFICIENT TO TIE IN WRB.
- ALL DIMENSIONS ARE TO BE VERIFIED IN FIELD BASED ON FINISHED DIMENSIONS.
- CONSULT WITH ARCHITECT PRIOR TO DEMOLITION OF ANY ELEMENTS NOT SHOWN.



EXHIBIT B



Polymath Studio Architecture, LLC
2503 SE 11th Ave, #212
Portland, Oregon 97202
503.593.0934 © 2024

PRELIMINARY
NOT FOR
CONSTRUCTION

SANDY CITY HALL SECURITY IMPROVEMENTS

Project # 2516
39250 Pioneer Blvd
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Client: City Of Sandy

Revisions

Revision #	Revision Date

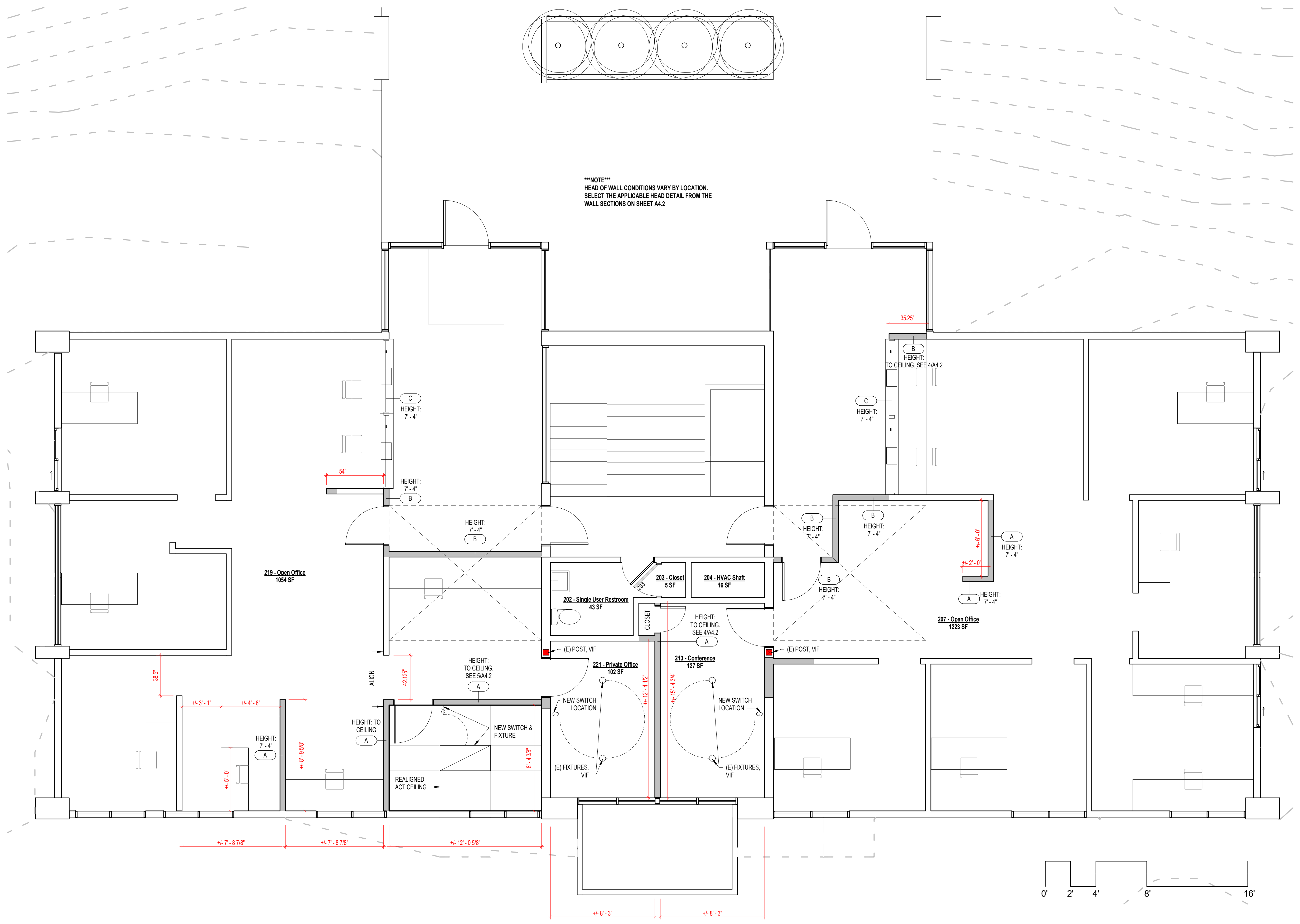
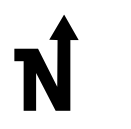
05 January 2026

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for 22" x 34" Paper

Proposed Upper Floor
Plan

1/4" = 1'-0"

A2.1



Item # 3.



EXAMPLE FOR ILLUSTRATION ONLY

PUBLIC IMPROVEMENT CONTRACT
between
CITY OF SANDY, OREGON
and
Cedar Mill Construction Company, LLC

THIS PUBLIC IMPROVEMENT CONTRACT ("Contract") is made by and between the City of Sandy, a municipal corporation of the State of Oregon ("City"), and Cedar Mill Construction Company LLC ("Contractor") to provide construction services on the following 2026 Sandy City Hall Improvements ("Project"), briefly described below:

This project is being completed to incorporate additional safety provisions into the upstairs of City Hall and to modify layout of existing office spaces.

The parties agree as follows:

1. WORK.

Contractor shall execute fully the Work described by the Contract Documents, unless specifically indicated in the Contract Documents to be the responsibility of others. "Work" means the construction and any related services required by or reasonably inferable from the Contract Documents, whether completed or partially completed, including (except as otherwise expressly stated in this Contract) all other labor, materials, equipment, tools, permits, fees, licenses, facilities, taxes, transportation, supervision, temporary constructions of every nature, and all other services, management, and facilities of every nature whatsoever necessary to fulfill Contractor's duties by executing and completing this Contract within the Contract Time. The Work may constitute the whole or a part of the Project.

2. EFFECTIVE DATE AND TERMINATION DATE.

The effective date of this Contract shall be the Contract Start Date identified in section 2.a. or the date on which each Party has signed this Contract, whichever is later. Unless earlier terminated as provided below, the termination date shall be the Contract End Date, subject to extension as provided in the Contract Documents.

Offer and Contract Dates

2.1. Contract Start Date: May 1, 2026

"Work" Time Dates

2.2. Anticipated Notice to Proceed Date: May 1, 2026

2.3. Anticipated Final Completion Date: October 1, 2026

2.4. Contract End Date: December 31, 2026

PLEASE NOTE: Contractor shall not commence Work under this Contract until the Notice to Proceed has been issued.

3. ENUMERATION OF CONTRACT DOCUMENTS.

The "Contract Documents" include the following:

- This Contract with these Terms and Conditions.
- EXHIBIT A: City's General Conditions to the Contract - included in this form

- EXHIBIT B: Insurance Requirements - included in this form
- EXHIBIT C: Oregon BOLI Prevailing Wage Rates
- EXHIBIT D: Cedar Mill Construction Company LLC Bid and Bid Bond
- EXHIBIT E: Drawings

4. **CONTRACT; CONTRACT DOCUMENTS; ENTIRE AGREEMENT.**

This Contract and the other Contract Documents forms the entire and integrated agreement between the parties. Unless the context requires otherwise, any reference to the "Contract" includes the Contract Documents.

5. **THE CONTRACT TIME.**

Contractor shall achieve Substantial Completion of the Work under this Contract within consecutive calendar days ("Contract Time") from the date specified in City's Notice to Proceed, subject to adjustments of this Contract Time as provided in the Contract Documents.

6. **THE CONTRACT TOTAL.**

6.1. The Contract Total is **\$ 149,200**. The Contract Total is the total amount payable by the City to Contractor for the completion of the Work in its entirety under the Contract Documents.

6.2. Notwithstanding any other provision of this Contract or the Contract Documents, the Contract Total includes all construction contingencies for existing site conditions other than for pre-existing Hazardous Materials. Contractor is thoroughly acquainted with and has inspected the Project site without restriction, understands the potential risks in this construction Work, and accepts the full risk of construction contingencies to complete the Work within the Contract Time and Contract Total set out in this Agreement.

7. **PROGRESS PAYMENTS.**

7.1. The Contractor will submit an application for payment to the City Representative as provided in the General Conditions. The City Representative may require the Contractor to simultaneously submit an application for payment to the Design Professional working on the Project.

7.2. Each application for payment shall be for one calendar month ending on the last day of the month.

7.3. Payments are due and payable 30 days following receipt of the Contractor's complete Application for Payment or 15 days from the date after payment is approved by the City Representative, whichever is earlier. Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate set forth in ORS 279C.570(2).

7.4. The amount of each progress payment shall be determined as provided in the General Conditions, less retainage of 5% pursuant to ORS 279C.550 to 279C.565, ORS 701.420 and 701.430, and less liquidated damages, if any.

7.5. Unless otherwise specified in the Contract Documents, Contractor elects to have the City deposit the retainage as accumulated in an interest-bearing account in a bank, savings bank, trust company, or savings association as outlined in ORS 279C.560(5), OAR 125-249-0820(3), and OAR 137-049-0820(3), from which earnings on such account shall accrue to the Contractor.

8. **INDEPENDENT CONTRACTOR STATUS.**

By its signature on this contract, Contractor certifies that the service or services to be performed under this Contract are those of an independent contractor as defined in ORS 670.600, and that Contractor is solely responsible for the work performed under this Contract. Contractor represents and warrants that Contractor, its subcontractors, employees, and agents are not "officers, agents, or employees" of the City within the meaning of the Oregon Tort Claims Act (ORS 30.260 through 30.300). Contractor shall be responsible for all federal, state, and local taxes and any and all fees applicable to payments for services under this Contract.

9. **REQUEST FOR TAXPAYER IDENTIFICATION NUMBER.**

Contractor must be a current vendor with the City or must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract. Payment information will be reported to the Internal Revenue Service under the name and TIN or SSN provided by Contractor. Contractor shall be responsible for all federal, state, and local taxes and any fees applicable to payments for Work under this Contract.

10. **COMPLIANCE WITH APPLICABLE LAW.**

Contractor shall comply with all federal, state, and local laws applicable to the Work under this Contract, and all regulations and administrative rules established pursuant to those laws, including without limitation, the following requirements of the Oregon Public Contract Code:

- 10.1. ORS 279A.110 (Non-discrimination Certification): Contractor shall certify that Contractor has not discriminated and will not discriminate against a Subcontractor in the awarding of a subcontract because the Subcontractor is a minority, women, or emerging small business enterprise (certified under ORS 200.055.), or a business that is owned or controlled by, or employs a disabled veteran (as defined in ORS 408.225).
- 10.2. ORS 279C.380 (Performance and Payment Bonds): Unless exempted by the City in writing pursuant to the City's local public contracting rules, prior to starting work under this Contract, Contractor or its Subcontractor shall execute and deliver to City a good and sufficient performance bond, in a form acceptable to City, in a sum equal to 100% of the construction portion of the Contract Price, and Contractor or its Subcontractor shall execute and deliver to City a good and sufficient payment bond, in a form acceptable to City, in a sum equal to 100% of the construction portion of the Contract Price, solely for the protection of claimants under ORS 279C.600.
- 10.3. ORS 279C.505 (Prompt Pay Requirement, Liens, Taxes, and Drug Testing): Contractor shall make payment promptly, as due, to all persons supplying to such Contractor labor or material for the performance of the Work provided for in such Contract; pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the Contract; not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished; and pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. Contractor shall further demonstrate that an employee drug testing program is in place.

- 10.4. ORS 279C.510 (Recycling/Composting): If this Contract includes demolition work, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. If this Contract includes lawn or landscape maintenance, the Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.
- 10.5. ORS 279C.515 (Failure to Pay Promptly): If Contractor fails, neglects, or refuses to make prompt payment of any Claim for labor or services furnished to the Contractor or a Subcontractor by any person in connection with this Contract as such Claim becomes due, the City may pay such Claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract. The payment of a Claim in the manner authorized in this section shall not relieve the Contractor or the Contractor's surety from any obligation with respect to any unpaid Claims. Unless the payment is subject to a good-faith dispute as defined in ORS 279C.580, if Contractor or any first-tier Subcontractor fails to pay any Claim for materials or labor furnished under this Contract within 30 days after being paid by City, interest shall be due on such claim as specified in ORS 279C.515(2) at the end of the 10-day period that payment is due under ORS 279C.580(4). A person with any such unpaid Claim may file a complaint with the Construction Contractor's Board unless the complaint is subject to a good-faith dispute as defined in ORS 279C.580.
- 10.6. ORS 279C.520 and 279C.540 (Hours of Labor, Holidays, and Overtime): Except as otherwise provided in an applicable collective bargaining agreement with a labor organization, Contractor shall not employ and shall require that its Subcontractors not employ any person to perform construction work for more than ten hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of Contracts for personal services as defined in ORS 279A.055, the laborer shall be paid at least time and a half pay:
- 10.6.1. For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and
- 10.6.2. For all overtime in excess of ten hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
- 10.6.3. For work performed on Saturday and on any legal holiday specified in any applicable collective bargaining agreement or ORS 279C.540(1)(b).
- 10.6.4. The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Section 201 to 209 from receiving overtime. Contractor shall and shall require its Subcontractors to give notice in writing to their employees who work under this Contract, either at the time of hire or before commencement of Work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
- 10.7. ORS 279C.525 (Notice of Environmental Regulations): State law requires that solicitation documents for a public improvement contract make specific reference to federal, state, and local agencies that have enacted ordinances, rules, or regulations dealing with the prevention of environmental pollution or the preservation of natural resources that may affect the performance of this Contract. These agencies include, but are not limited to:

- 10.7.1. Federal Agencies: Department of Agriculture, Forest Service, Soil and Water Conservation Service, Coast Guard, Department of Defense, Army Corps of Engineers, Department of Emergency, Federal Energy Regulatory Commission, Environmental Protection Agency, Department of Health and Human Services, Department of Housing and Urban Development, Solar Energy and Energy Conservation Bank, Department of Interior, Bureau of Land Management, Bureau of Indian Affairs, Bureau of Mines, Bureau of Reclamation, Geological Survey, Minerals Management Service, U.S. Fish and Wildlife Service, Department of Labor, Mine Safety and Health Administration, Occupational Safety and Health Administration, Department of Transportation, Federal Highway Administration, and Water Resources Council.
- 10.7.2. State Agencies: Department of Administrative Services, Department of Agriculture, Soil and Water Conservation Commission, Columbia River Gorge Commission, Department of Energy, Department of Environmental Quality, Department of Fish and Wildlife, Department of Forestry, Department of Geology and Mineral Industries, Department of Human Resources, Department of Consumer and Business Services, Land Conservation and Development Commission, Department of Parks and Recreation, Division of State Lands, and Department of Water Resources.
- 10.7.3. Local Agencies: City councils, county courts, county boards of commissioners, metropolitan service district councils, design commissions, historic preservation commissions, planning commissions, development review commissions, special district boards of directors, and other and special governmental agencies such as Tri-Met, urban renewal agencies, and Port districts.
- 10.7.4. Tribal Governments.
- 10.8. ORS 279C.530 (Payment for Medical Care and Workers' Compensation): Contractor shall promptly, as due, make payments to any person, co-partnership, association, or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service. All employers, including the Contractor, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements.
- 10.9. ORS 279C.545 (Time Limitations on Claims for Overtime): Construction workers employed by the Contractor or its Subcontractor shall be foreclosed from the right to collect for any overtime under this Contract unless a claim for payment is filed with the Contractor or Subcontractor within 90 days from the completion of the Contract, providing the Contractor or Subcontractor has:
- 10.9.1. Caused a circular clearly printed in blackface pica type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place which is readily available and freely visible to any or all workers employed on the Work; and

- 10.9.2. Maintained such circular continuously posted from the inception to the completion of the Contract on which workers are or have been employed.
- 10.10. ORS 279C.580(3) (Prompt Payment of First-Tier Subcontractors): Contractor shall include in each subcontract for property or services with a first-tier Subcontractor a clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within ten days out of such amounts as are paid to the Contractor by the City. Contractor shall also include in each subcontract a clause that states that if the Contractor fails to pay any claim for materials or labor furnished under this Contract within 30 days after being paid by City, interest shall be due on such claim as specified in ORS 279C.515(2) at the end of the ten-day period that payment is due under ORS 279C.580(3). Contractor shall require each first-tier Subcontractor to include a payment clause and interest clause conforming to the requirements of ORS 279C.580 in each of its subcontracts, and to require each of its Subcontractors to include a similar clause in each contract with a lower-tiered subcontractor or supplier.
- 10.11. ORS 279C.605 (Notice of Claim on Bond): Any person claiming a right of action under ORS 279C.600 must file a notice of claim as provided in ORS 279C.605.
- 10.12. ORS 279C.800 to 279C.870 (Payment of Prevailing Wage Required):
- 10.12.1. The hourly rate of wage to be paid by Contractor or any Subcontractor to workers in each trade or occupation required for the public works employed in the performance of this Contract shall not be less than the specified minimum rate of wage in accordance with ORS 279C.838 and ORS 279C.840 for each trade or occupation as defined by the Commissioner of the Oregon Bureau of Labor and Industries in the applicable publication entitled Definitions of Covered Occupations for Public Works Contracts in Oregon available at http://www.boli.state.or.us/BOLI/WHD/PWR/pwr_state.shtml.
- 10.12.2. This contract is subject to the prevailing wage rates published as specified in the City's Invitation to Bid document included in this contract as Exhibit C.
- 10.12.3. Contractor and all Subcontractors shall keep the prevailing wage rates for this Project posted in a conspicuous and accessible place in or about the Project.
- 10.12.4. The City shall pay a fee to the Commissioner of the Oregon Bureau of Labor and Industries as provided in ORS 279C.825. The fee shall be paid to the Commissioner under the administrative rule of the Commissioner.
- 10.12.5. If Contractor or any Subcontractor also provides for or contributes to a health and welfare plan or a pension plan, or both, for its employees on the Project, it shall post notice describing such plans in a conspicuous and accessible place in or about the Project. The notice shall contain information on how and where to make claims and where to obtain future information.
- 10.13. ORS 279C.836 (Public Works Bond Required): Contractor shall:
- 10.13.1. File a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting work on the Project, unless exempt under ORS 279C.836(2), (7) or (8); and

- 10.13.2. Include in every subcontract a provision requiring the Subcontractor to file a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting work on the Project, unless exempt under ORS 279C.836(2), (7) or (8).
- 10.14. ORS 279C.845 (Prevailing Wage Certification; Additional Retainage):
- 10.14.1. Contractor and every Subcontractor shall file certified statements with City in writing in the form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker whom Contractor or Subcontractor has employed upon such public work, and further certifying that no worker employed upon such public work has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract, which certificate and statement shall be verified by the oath of Contractor or Contractor's surety or Subcontractor or Subcontractor's surety that Contractor and any Subcontractor has read such statement and certificate and knows the contents thereof, and that the same is true to Contractor or Subcontractor's knowledge. The certified statements shall set out accurately and completely the payroll records for the prior week including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid.
- 10.14.2. The certified statement shall be delivered or mailed by Contractor or Subcontractor to City. Certified statements for each week during which the Contractor or Subcontractor employs a worker upon the public work shall be submitted once a month, by the fifth business day of the following month. Information submitted on certified statements may be used only to ensure compliance with the provisions of ORS 279C.800 to 279C.870. Notwithstanding any other provision of this Contract and in addition to any other retainage required under this Contract, the City shall retain 25% of any amount earned by the Contractor until the Contractor has filed the certified statements with the City as required by this Section. The City will pay the retainage required under this Section within 14 days after Contractor files the certified statements required by this Section.
- 10.14.3. Contractor and each Subcontractor shall preserve the certified statements for a period of three years from the date of completion of the Contract.
- 10.15. ORS 671.560, 701.026 (Landscape/Construction Contractors License Required): If Contractor is performing work as a landscape contractor as defined in ORS 671.520(2), Contractor must have a current, valid landscape contractor's license issued under ORS 671.560. If Contractor is performing work as a Contractor as defined in ORS 701.005(2), Contractor must have a current, valid construction contractor's license issued under ORS 701.026. Contractor shall further certify that all Subcontractors performing Work described in ORS 701.005(2) are registered with the Construction Contractors Board or licensed by the State Landscaping Contractor's Board as required by the above-noted statutes before they commence Work under this Contract. Contractor shall maintain in effect all licenses, permits, and certifications required for the performance of the Work. Contractor shall notify City immediately if any license, permit, or certification required for performance of this Contract shall cease to be in effect for any reason.

- 10.16. SB 675 (Oregon Tax Law Compliance): Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the date of this Contract, faithfully has complied with:
- 10.16.1. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- 10.16.2. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
- 10.17. ORS 279B.230(2) (Oregon Workers' Compensation Law): Contractor and its subcontractors, if any, are subject to Oregon Workers' Compensation Law, which requires all employers that employ subject workers who work under this Contract in the State of Oregon to comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors, if any, complies with these requirements (ORS 279B.230(2)).

11. **NOTICE.**

Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery or mailing with postage prepaid to Contractor or City at the address set forth below. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

For the City of Sandy

Contract Administrator Name, Title: **Kelly O'Neill Jr., Development Services Director**

Address, City, State and ZIP Code: **39250 Pioneer Blvd., Sandy, OR 97055**

Telephone: **503-489-2166**

Email: **koneill@ci.sandy.or.us**

For the Contractor

Contract Administrator Name, Title: **Taylor Skipton, Contracts Manager**

Address, City, State and ZIP Code: **19465 SW 89th Avenue, Tualatin, OR 97062**

Telephone: **503-885-9370**

Email: **taylor@cedarmillcc.com**

12. **CONTRACTOR INFORMATION AND CERTIFICATION.**

Contractor shall provide Contractor's Social Security number or Contractor's federal tax ID number and the additional information set forth below. This information is requested pursuant to ORS 305.385 and OAR 125-246-0330. Social Security numbers provided pursuant to this paragraph will be used for the administration of state, federal and local tax laws.

Legal Name: **Cedar Mill Construction Company LLC**

Address, City, State and ZIP Code: **19465 SW 89th Avenue Tualatin, OR 97062**

Citizenship, if applicable: Non-resident alien? Yes No

Business Designation (check one):

Professional Corporation Partnership Limited Partnership

Limited Liability Company Limited Liability Partnership Sole Proprietorship Other

Federal Tax ID#: **93-1262175**

Oregon CCB License Number: **131345**

City may report the information set forth above in conjunction with any reports it makes to the Internal Revenue Service (IRS) under the name and Social Security number or taxpayer identification number provided.

The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury that: (a) the number shown on this form is Contractor's correct taxpayer identification; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, (d) Contractor is not in violation of any Oregon tax laws named in ORS 305.380(4). Contractor is an independent contractor as defined in ORS 670.600; and (e) the supplied Contractor data is true and accurate.

Contractor has the power and authority to enter into and perform this Contract. The persons executing this Contract on behalf of Contractor have the actual authority to bind Contractor to the terms of this Contract.

FOR THE CITY OF SANDY:

FOR Cedar Mill Construction Company
LLC:

Signature

Signature

Name (Printed)

Name (Printed)

Title

Title

Date

Date

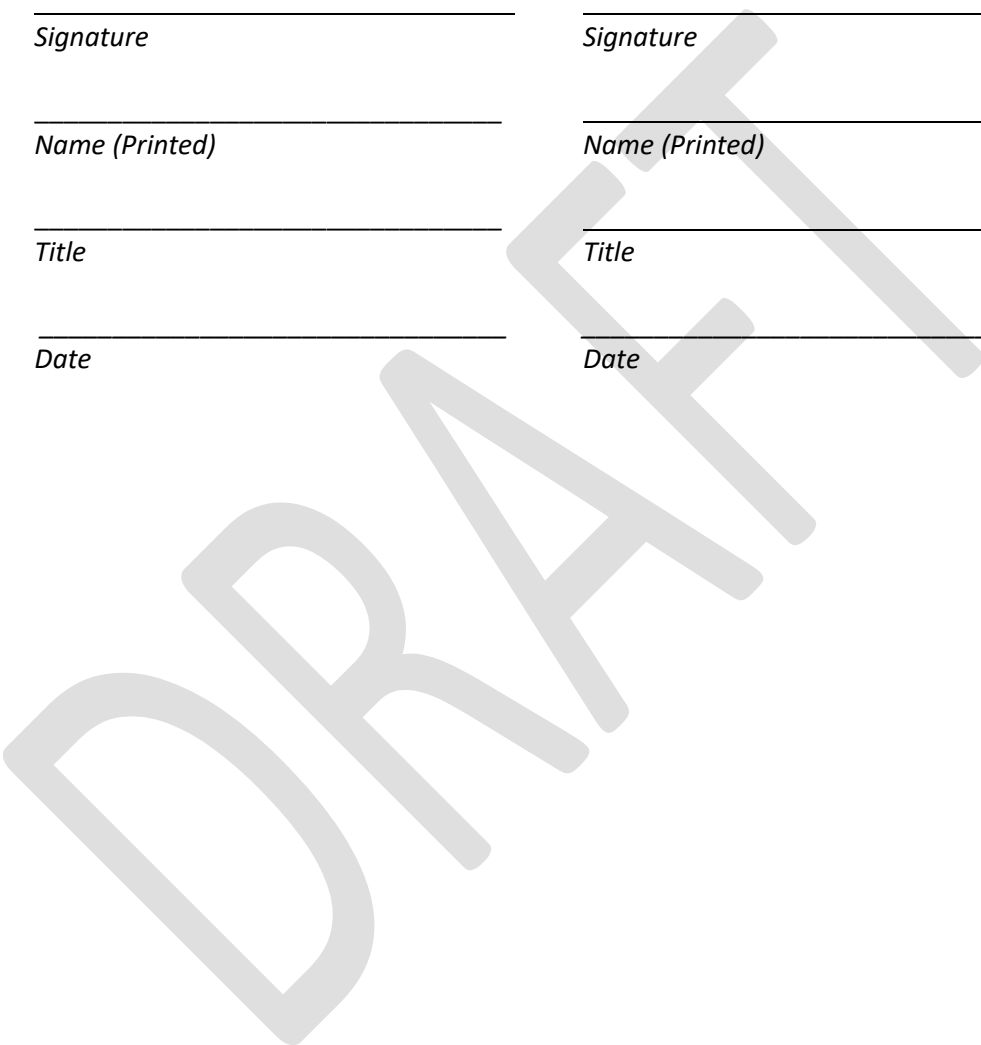


EXHIBIT A
PUBLIC IMPROVEMENT CONTRACT
GENERAL CONDITIONS

1. GENERAL PROVISIONS.

- 1.1. Architect. The "Architect" is Polymath Studio Architecture, LLC.
- 1.2. Contract Documents. The "Contract Documents" are enumerated in Item 3 of the Contract.
- 1.3. Contract Schedule. The "Contract Schedule" is the graphical representation of the practical plan for carrying out the Work and completing the Work within the Contract Time as set forth in the Contract Documents. The Contract Schedule provides a list of intended events and times to complete each event as set forth in the Contract Documents.
- 1.4. Drawings. The "Drawings" are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.
- 1.5. Knowledge. The terms "knowledge," "recognize" and "discover" their respective derivatives and similar terms in the Contract Documents, when used in reference to the Contractor, means that which the Contractor knows or should know, recognizes or should recognize and discovers or should discover. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents means reasonably inferable by a contractor familiar with the Project and exercising the care, skill and diligence required of the Contractor by the Contract Documents.
- 1.6. Modification. A "Modification" is
 - 1.6.1. a written amendment to this Contract signed by both parties;
 - 1.6.2. a Change Order;
 - 1.6.3. a Construction Change Directive; or
 - 1.6.4. a written order for a minor change in the Work issued by the Architect.
- 1.7. Organization of Drawings and Specifications. "Organization of Drawings and Specifications" into divisions, sections, articles, or otherwise arranged will not control Contractor in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade subcontractor.
- 1.8. Project. The "Project" is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by City and by separate Contractors.
- 1.9. Project Site. The "Project Site" is the property upon which the Project lies and City's property that surrounds the Project, extending to the City's property boundary.
- 1.10. Specifications. The "Specifications" are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards, and workmanship for the Work and performance of related services.

2. CITY'S RESPONSIBILITIES.

- 2.1. Authorized Representative. City shall designate a person in writing to be the authorized representative with express authority, to the extent permitted by law, to bind and communicate on behalf of City with respect to all matters requiring City's approval or authorization ("City Representative"). The term "City" includes City Representative.
- 2.2. Contract Administration. City shall provide contract administrative services for the Project through City's authorized representative. The City Representative may engage and delegate authority to such additional staff and professional and technical consultants as City deems necessary to assist in perform its administrative tasks. Contractor shall direct all Project communications to City and in accordance with the Contract Documents, or as City directs in writing.
 - 2.2.1. City may engage professional architects or engineers to assist City during construction of the Project to interpret technical contract provisions and to determine the amount, quality, acceptability, and fitness of the Work. Such architects or engineers will be authorized to act on behalf of City only to the extent expressly provided in the Contract Documents or as City otherwise directs in writing.
 - 2.2.2. City may engage a consulting construction manager to provide Project administrative services on City's behalf. Such construction manager will be authorized to act on behalf of City to the extent expressly provided in the Contract Documents or as City otherwise directs in writing.
 - 2.2.3. City may retain certain project inspectors to monitor compliance with Drawings and Specifications for the Project, as well as applicable codes and ordinances. Such project inspectors will be authorized to act on behalf of City to the extent expressly provided in the Contract Documents or as City otherwise directs in writing.
- 2.3. Access to the Work. City and its designated representatives shall have free access to the Work at all times. Contractor shall not carry on Work except with the knowledge of City and its designated representatives. City may require special inspection or testing of any portion of the Work, whether it has been fabricated, installed, or fully completed. Inspection or observation of Work shall not relieve Contractor from any obligation to fulfill the Contract.
- 2.4. Right to Stop or Reject Work. City may reject Work that fails to conform to the Contract Documents, as determined by City. If Contractor fails to promptly correct such defective Work, City may issue a written order directing Contractor to stop the Work, or designated portion thereof, until the cause for such order is eliminated. The right of City to stop the Work shall not give rise to a duty on the part of City, or any of its representatives, to discover nonconforming Work or to exercise the right to stop the Work for the benefit of Contractor or any other person or entity.
- 2.5. Permits and Access. Except for permits and fees that are Contractor's responsibility under the Contract Documents, City shall secure and pay for all other necessary approvals, easements, assessments and charges required to complete the Work..

- 2.6. Subsurface Surveys. City shall make available to Contractor, and Contractor shall study, the results of such test borings and information that City has concerning subsurface conditions and site geology. Contractor shall inform City of any other site investigation, analysis, study, or test conducted by or for Contractor or its agents and shall make the results available to City upon City's request.
- 2.7. City's Rights. The rights stated in this section and elsewhere in the Contract Documents are cumulative and do not limit any rights City may have under the Contract Documents, at law or in equity. Without limiting the generality of the foregoing sentence, any right City has under the Contract Documents to compel Contractor to fix defective Work, up to and including any warranty period the Contract Documents may establish, does not operate to shorten or otherwise limit statutes of limitations applicable to the Work.

3. **CONTRACTOR'S RESPONSIBILITIES.**

- 3.1. General Responsibilities.
- 3.1.1. Authorized Representative. Contractor shall designate a person in writing to be the authorized representative with express authority to bind and communicate on behalf of Contractor with respect to all matters requiring Contractor's approval or authorization ("Contractor Representative"). The term "Contractor" means the Contractor or the Contractor Representative.
- 3.1.2. Materials, Equipment, and Services. The Contractor will provide all labor, materials, equipment, and services necessary to complete the Work, all of which will be provided in full accord with the Contract Documents.
- 3.1.3. Supervision and Coordination. Unless otherwise expressly provided in the Contract Documents, the Contractor will be solely responsible for the supervision and coordination of the Work, including the construction means, methods, techniques, sequences, and procedures utilized.
- 3.1.4. Project Correspondence. Contractor shall provide City with a copy of all written communications between Contractor and City's consultants at the same time as that communication is made to such consultants, including, without limitation, all requests for information, correspondence, submittals, notices, and change order proposals. Contractor shall confirm oral communications in writing.
- 3.1.5. Project Boundary. Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.
- 3.1.6. Taxes. Contractor shall pay all applicable taxes for the Work provided by Contractor that are legally applicable at the time the bid is submitted, whether or not yet effective or merely scheduled to go into effect.

- 3.1.7. Permits, Fees and Notices. Except as otherwise provided in the Contract Documents, Contractor shall secure and pay for all permits, licenses, and certificates that are the Contractor's responsibility under the Contract Documents and that are necessary for prosecution of Work before the date of the commencement of the Work or before the permits, licenses, and certificates are legally required to continue the Work without interruption. Contractor shall obtain and pay, when legally required, for all licenses, permits, inspections, and inspection certificates required by any authority having jurisdiction over any part of the Work included in the Contract. Contractor shall deliver all final permits, licenses, and certificates to City before demand is made for final payment.
- 3.2. Worksite Conditions.
- 3.2.1. Benchmarks and Monuments. Contractor shall protect and preserve established benchmarks and monuments and shall not change locations of benchmarks and monuments without City's prior written approval. Contractor shall replace any benchmarks or monuments that are lost or destroyed subsequent to proper notification of City and with City's approval.
- 3.2.2. Field Verification. Prior to the commencement of the Work, Contractor shall review the Project Site with City in detail and identify the area of the Work, staging areas, connections or interfacing with existing structures and operations, and restrictions on the Work site area. Contractor shall ensure that all forces on the Project Site are instructed about the acceptable working and staging areas and restrictions on use of the site. Contractor, with advance consent of City, shall erect such barriers and devices as are necessary to restrict access within the Work site to authorized areas and to prevent unauthorized access to non-Work areas.
- 3.2.3. Utility Locates. Contractor will be responsible to locate existing utilities and underground facilities that are indicated in the Contract Documents or that are known or reasonably should be known to exist in proximity to the Work. Contractor shall provide timely notice and locate requests with any affected utility or through contact with appropriate notification centers before commencing excavation or demolition Work that Contractor knows or reasonably should know is in proximity to such utilities or facilities. Contractor assumes the sole risk and will be responsible for all delay and expense arising out of Contractor's failure to do so. Contractor acknowledges that utility companies and other third parties owning or managing facilities that may need to be relocated are not City's agents and do not act for the City.
- 3.3. Responsibility for Performance.
- 3.3.1. Before beginning the Work, Contractor shall examine and compare the drawings and specifications with information furnished by City that are Contract Documents, relevant filed measurements made by the Contractor, and any visible conditions at the worksite affecting the Work.

- 3.3.2. Reporting Inconsistencies. Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, but Contractor shall promptly report any nonconformity it discovers to City. Contractor will be liable to City for damages if it fails, in the exercise of normal diligence, to recognize any error, inconsistency, omission or difference between field conditions and the Contract Documents. Contractor shall promptly report any errors, inconsistencies, or omissions it discovers, as a request for information, in such a form as City or Architect may require. Contractor will not be entitled to any modification in Contract Total or Contract Time solely by the request for information. Contractor shall carefully study and compare all Contract Documents, including Drawings, Specifications, and other instructions and shall at once report, in writing to City any error, inconsistency, or omission that Contractor or its employees or subcontractors may discover. In the event of an inconsistency within or between parts of the Contract Documents, or between the Contract Documents and applicable law, and regardless of whether Contractor reports the inconsistency to the City, the Contractor must: (i) provide the better quality or greater quantity of Work; or (ii) comply with the more stringent requirement as applicable.
- 3.3.3. Unnecessary Inquiries. Contractor is liable for costs incurred by City for professional services for interpretations or decisions of matters where the information sought is equally available to the party making the request.
- 3.4. Construction Materials and Supplies.
- 3.4.1. Quantities of Materials. Contractor shall provide materials in sufficient quantities on hand at such times as to insure uninterrupted progress of Work and shall store materials properly and protect materials as required.
- 3.4.2. Complete Assembly. For all materials and equipment specified or indicated in the Drawings, Contractor shall provide all labor, materials, equipment, and services necessary for complete assemblies and complete working systems, functioning as intended. Contractor shall furnish incidental items not indicated on Drawings, nor mentioned in the Specifications, that can be legitimately and reasonably inferred to belong to the Work described, or necessary in good practice to provide a complete assembly or system, as though itemized here in every detail. In all instances, Contractor shall install material and equipment in strict accordance with each manufacturer's most recent published recommendations and specifications. Contractor shall be responsible for appropriately sequencing the Work and for verification of suitability of prior work before subsequent construction activities.
- 3.4.3. Timely Ordering of Materials. Contractor shall coordinate submittal approvals and place orders for materials and/or equipment so that delivery of same will be made without delays to the Work. Contractor shall, upon City's reasonable request, provide documentary evidence that orders have been placed.

- 3.4.4. No Right to Lien. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver the site to City, together with all improvements and appurtenances constructed or placed thereon by it, and free from any claims, liens, or charges. Because City's property is public property, Contractor and any person, firm, or corporation furnishing any materials or labor for any Work covered by this Contract, will not have any right to lien any portion of the Project Site or any improvement or appurtenance thereon.
- 3.4.5. Storage. Contractor and its subcontractors shall obtain City approval before delivering or storing materials or tools on City's premises. Upon approval, Contractor shall store materials and tools so that they do not hamper the operation of equipment or persons and do not present a fire or safety hazard.
- 3.5. Construction Personnel and Supervision.
- 3.5.1. Supervision. During progress of the Work, Contractor shall keep on the Project Site, and at all other locations where any Work related to this Contract is being performed, a competent project manager, construction superintendent and staff, who are employees of Contractor, to whom City does not object and at least one of whom is fluent in English, written and verbal. Contractor shall provide efficient supervision to the Work, using its best skill and attention. Before commencing the Work, Contractor shall give written notice to City of the name of its project manager and construction superintendent. Contractor is bound by all directions given to Contractor's project manager and/or construction superintendent as if such direction was given to Contractor.
- 3.5.2. Replacement of Supervision. Contractor shall not otherwise remove or replace the construction superintendent or project manager for any reason, including their need to work on other projects, or to take extended vacations, without submitting thirty (30) days' written notice to City. If Contractor's project manager, construction superintendent, or support staff member is no longer employed by Contractor, Contractor shall provide City with notice of the termination of the employment relationship and shall consult with City with respect to replacement personnel.
- 3.5.3. Discipline and Removal. Contractor shall at all times enforce strict discipline and good order among its subcontractors and employees and shall not employ or work any unfit person, or anyone not skilled in work assigned to that person. City may require Contractor to permanently remove unfit persons from Project Site. Contractor shall not employ any person whom City may deem incompetent or unfit on the Project except with the prior written consent of City. City may require removal and replacement of any or all construction superintendents or project managers upon ten (10) days' notice to Contractor.
- 3.5.4. Acts or Omissions. Contractor is responsible to City for acts and omissions of Contractor's employees, subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of Contractor or any of its subcontractors.

- 3.5.5. Identification Badges. The Contractor and its subcontractors, and the employees and the agents of any of them shall comply with City's policies and requirements to obtain, display, and return identification badges at any time while they are present on City's property.
- 3.6. Contractor's Construction Master Schedule.
- 3.6.1. Schedule Required. Within no more than ten (10) days of being awarded the Contract, and before commencing the Work, Contractor shall prepare and submit to City for City's approval a construction master schedule for the Work. The construction schedule shall be in a detailed precedence-style critical path method (CPM) type format, which will include any interim dates that are critical in insuring the timely completion of the Work as provided in the Contract Documents. City shall provide approval or comment on the submitted schedule within seven (7) days. Contractor shall be responsible for amending construction schedule in response to City comments.
- 3.6.2. Logic. Schedule shall use retained logic during the development and updating of the schedule. Any function that would cause the retained logic of the logic network to be overridden is prohibited unless approved, in writing and in advance, by the Architect and City.
- 3.6.3. Schedule shall include: date of Notice to Proceed, date of Substantial Completion, and date of Final Completion in accordance with Contract Documents.
- 3.6.4. Schedule Maintenance. The schedule shall not exceed the Contract Time for the Work. Contractor shall revise and update the schedule at appropriate intervals, no greater than monthly, or as required by City or the conditions of the Work and Project. Should the Contractor fail to meet any scheduled date as shown on the current Construction Progress Schedule, the Contractor shall promptly notify the City, and if requested, be required at its own expense to submit within five (5) days of the request an updated Construction Progress Schedule. If the Contractor's progress indicates to the City that the Work will not be Substantially Completed within the Contract Time, the Architect and City may require the Contractor develop a Recovery Schedule that adequately demonstrates how the Contractor will, at its own expense, increase its work force and/or working hours to bring the actual completion dates of the activities into conformance with the Construction Progress Schedule and Substantial Completion within the Contract Time. Neither the City nor the Architect will, however, be obligated to review the substance or sequence of the Construction Progress Schedule or otherwise determine whether it is correct, appropriate or attainable.
- 3.6.5. Submittal Schedule. Contractor shall prepare and keep current, for City's review and acceptance, a schedule of submittals that is coordinated with the construction schedule and allows City and its consultants reasonable time to review submittals and to provide information necessary for procurement and installation of Work for which allowances are provided under the Contract Documents. City may require Contractor to include preparation of Contract submittals as a line item payment in the schedule of values.

- 3.6.6. Execution of Schedule. Contractor shall perform the Work in general accordance with the most recent schedules submitted to and accepted by City. Contractor shall indicate in the schedule updates any Work that is not proceeding according to the schedule and shall provide a written plan of action to bring the Work into compliance with the schedule or to otherwise ensure that the Work will be completed within the Contract Time.
- 3.7. Documents and Records.
- 3.7.1. Record Documents. Contractor shall update at least weekly, at the Project Site, or at such other location as City may authorize in writing, one legible copy of all Contract Documents annotated with all changes ("Record Documents"), including but not limited to Addenda, RFIs, ASIs, and Change Orders. Contractor shall also maintain on site a complete record and copy of all approved submittals, shop drawings and product samples. Failure to update in a timely manner as required by this section may result in withholding payment by City. Contractor shall keep these documents in good order and available to City's consultants or representatives and all authorities having jurisdiction. Contractor shall coordinate with City's representatives and consultants and shall submit its verified report(s) according to Oregon law or as required by authorities having jurisdiction. The Contractor shall submit the completed and finalized project record to City in accordance with the contract documents prior to Final Acceptance.
- 3.7.2. Daily Job Reports. Contractor shall maintain at least one (1) set of reports on the Project prepared by Contractor's employee(s) present on site, and which includes following information: a brief description of all Work performed on that day; a summary of all pertinent events and/or occurrences on that day including records of all tests and inspections; a list of all subcontractor(s) working on that day; a list of each Contractor employee working on that day; the total hours worked for each employee; a complete list of all equipment on the Project that day, whether in use or not; the time Work commenced and ended; weather conditions; accidents or injuries; and Work progress made for that day ("Daily Job Reports"). Contractor shall keep the Daily Job Reports current and in good order and shall make current copies available to City upon request.
- 3.7.3. Maintenance of Records after Final Payment. Contractor shall make available at its office at all reasonable times the materials described in this paragraph for the examination, audit, or reproduction until six (6) years after final payment under this Contract: (a) all Daily Job Reports or other Project records of Contractor's project manager(s), construction superintendent(s), and/or project foreperson(s); (b) all certified payroll records and/or related documents including, without limitation, payroll, payment, timekeeping and tracking documents; (c) all books, estimates, records, contracts, documents, bid documents, bid cost data, subcontract job cost reports, and other data of Contractor, any subcontractor, and/or supplier, including computations and projections related to bidding, negotiating, pricing, or performing the Work or Contract modification, in order to evaluate the accuracy, completeness, and currency of the cost, manpower, coordination, supervision, or pricing data at no additional cost to City. These documents may be duplicative and/or be in addition to any bid documents held in escrow by City.

- 3.7.4. Submittals. Contractor shall submit shop drawings, product data, samples and mock ups as required by the Contract Documents that have been verified and coordinated with the requirements of the Work and of the Contract Documents. Contractor shall not perform any portion of the Work until the submittals for that portion have been approved by City.
- 3.7.5. Professional Design Services. City will not require Contractor to perform professional services which constitute the practice of architecture, engineering, or surveying unless such services are specifically required by the Contract Documents as a part of the Work or unless Contractor must provide such services in order to carry out Contractor's responsibilities under the Contract. City shall specify performance and design criteria that such professional services must satisfy.
- 3.7.6. Ownership of Documents. All copies of Drawings, Specifications, and copies of other incidental architectural and engineering work, or copies of other Contract Documents furnished by City or generated by Contractor, including those in electronic form, are the property of City.
- 3.7.7. Copyright and License. Neither Contractor nor any subcontractor, or material or equipment supplier, will own or claim a copyright in the documents prepared by the City's consultants. City hereby grants Contractor, subcontractors, sub-subcontractors, and material or equipment suppliers a limited license to use applicable portions of the Drawings and Specifications prepared for the Project in the execution of their Work under the Contract Documents.
- 3.7.8. Royalties, Licenses and Copyrights. Contractor shall obtain and pay, when required by law, all royalties and license fees necessary for prosecution of Work before the earlier of the date of the commencement of the Work or the date the license is legally required to continue the Work without interruption. Contractor shall defend suits or claims of infringement of patent, copyright, or other rights and shall hold City, City's consultants, and City's representatives harmless and indemnify them from loss on account of claims for infringement to the extent Contractor knew, or with reasonable diligence should have known, that the use of a specified design, process, or product would constitute infringement.
- 3.7.9. Intellectual Property. The review by City or Architect of any method of construction, invention, appliance, process, article, device, or material of any kind is limited to a review for adequacy for the Work and is not approval for use by Contractor in violation of any patent or other rights of any person or entity.
- 3.8. Tests and Inspections.
- 3.8.1. Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities.
- 3.8.2. Unless otherwise provided, Contractor shall arrange for such tests, inspections, and approvals, and shall bear the associated costs. Contractor shall notify City of scheduled tests and/or inspections and approvals, so that City or its designated representative may be present for such procedures, which presence shall be at City's expense.

- 3.8.3. Contractor shall not incorporate any material into the Work that has not satisfied all testing, inspection, or approval requirements of the Contract Documents.
- 3.8.4. Contractor shall secure and promptly deliver required certificates of testing, inspection or approval to City, unless otherwise provided by the Contract Documents.
- 3.8.5. If testing, inspection, or approval required by the Contract Documents, or otherwise required by City, reveal failure of the Work to comply with requirements of the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation of City's costs, shall be at Contractor's expense.
- 3.9. Work Under the Contract.
- 3.9.1. Defective Work. At City's sole option, Contractor shall repair or replace any and all Work, together with any other Work that may be displaced in doing so, that may prove defective in workmanship and/or materials within a one (1) year period from Substantial Completion of the Work without expense whatsoever to City. In the event Contractor fails to commence and diligently pursue such replacements or repairs within ten (10) days after being notified in writing, Contractor hereby acknowledges and agrees that City may correct such defects, without voiding any guarantee or warranty, at Contractor's expense. Payment shall become due upon City's demand, and shall be an obligation secured by Contractor's performance bond.
- 3.9.2. Correction of Work. If, in the opinion of City, defective Work creates an exigent or dangerous condition or requires immediate correction or attention to prevent injury to persons or property or to prevent interruption of City operations, City may, upon making a good faith attempt to notify Contractor, proceed to make some or all replacements or repairs as may be reasonably required in the circumstances. The costs of such work will be charged against Contractor and shall become due upon City's demand.
- 3.9.3. Manufacturer's Warranties. The above provisions do not in any way limit the guarantees on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish to City all appropriate guarantee or warranty certificates as indicated in the Specifications or upon request by City. Contractor shall obtain and preserve for the benefit of City, manufacturer's warranties on material, fixtures, and equipment incorporated into the Work. Contractor shall furnish City with all guarantee or warranty certificates as indicated in the Specifications or upon City's request.
- 3.9.4. Cutting and Patching. Contractor shall do all cutting, fitting, patching, and preparation of Work as required to make its several parts come together properly, to fit it to receive, or be received by work of other Contractors, and to coordinate tolerances to various pieces of work, showing upon, or reasonably implied by, the Drawings and Specifications for the completed structure, and shall conform them as City may direct.

- 3.9.5. Alteration of Work by Contractor or Others. Contractor shall not endanger any Work performed by it or anyone else by cutting, excavating, or otherwise altering Work and shall not cut or alter Work of any other Contractor except with consent of City.
- 3.9.6. Cleaning up. Contractor shall keep the Project Site and surrounding area, including public rights of way, free from dust, mud, dirt, or accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, Contractor shall clean the site, streets, and sidewalks and shall remove from the Project waste materials, rubbish, Contractor's tools, construction equipment, machinery, and surplus materials.
- 3.9.7. Access to Work. Contractor shall provide City and its representatives access to the Work in preparation and progress wherever located.
- 3.10. Allowances.
- 3.10.1. Contractor shall include all allowances stated in the Contract Documents in the Contract Total. Unless the Contract Documents provide otherwise, Contractor shall include in the Contract Total, separate from allowances, amounts necessary to cover the cost of materials and equipment delivered at the site and all required taxes, less applicable trade discounts, Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance. City shall adjust the Contract Total through a Change Order whenever costs are more than allowances. City shall provide a Change Order amount that reflects the difference between the actual cost and the allowance.
- 3.11. Warranty.
- 3.11.1. Contractor warrants to City and Architect that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by Architect or City, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- 3.11.2. Contractor guarantees all work against defects in material or workmanship for a period of one (1) year from the date of substantial completion.

- 3.11.3. If, after 10 days' notice, Contractor fails to proceed to cure any breach of this warranty, City may have the defects corrected and Contractor and its surety shall be liable for all expenses incurred. In case of an emergency, where, in the opinion of City or Architect, delay would cause serious loss or damage, corrective work may be undertaken without advance notice to Contractor; but Contractor and its surety shall remain liable for all expenses incurred. The remedies stated in this subsection are not exclusive, but are cumulative of any other remedies City may have.
- 3.11.4. Contractor shall assign, and shall obtain from subcontractors and assign, all manufacturers' warranties to City and all guarantees and warranties of goods supplied under this Contract shall be deemed to run to the benefit of City. Contractor shall provide City with all manufacturers' warranty documentation and operations and maintenance manuals not later than the date of Final Acceptance of the Work by the City.

4. **SUBCONTRACTORS.**

- 4.1. Subcontractor Disclosure. Contractor shall provide City a list of all subcontractors and major suppliers with a name, address, telephone and fax numbers, Oregon license number(s), classification, and monetary value of each subcontract for labor, material, or equipment. If City objects, City shall promptly provide a written notice of objection. Contractor shall not contract with a proposed person or entity to which City reasonably objects or that is ineligible to receive a subcontract under ORS 279C.860, and shall procure a replacement subcontractor that is acceptable to City. City shall provide a Change Order before commencement of substitute subcontractor's Work for the increase or decrease in the Contract Total and Contract Time occasioned by such change, unless the subcontractor is ineligible under ORS 279C.860, and Contractor shall be fully responsible for performance of the substituted subcontractor under the Contract Documents. Contractor shall be solely responsible to determine whether any proposed subcontractor is eligible.
- 4.2. Pass-Through. Contractor shall require each subcontractor, by written agreement, to be bound to Contractor by terms of this Contract to the extent it applies to the Work performed by subcontractor. Contractor shall provide copies of subcontract agreements upon City's request.
- 4.3. No Waiver. City's consent or failure to object to any subcontractor does not relieve Contractor of any obligations under this Contract and is not a waiver of any provisions of this Contract. A waiver is not effective unless it is in writing and is signed by the City.
- 4.4. Substitution and Assignment. Contractor shall not, without City's written consent:
- 4.4.1. Substitute any person as a subcontractor in place of the subcontractor designated in the original bid.
- 4.4.2. Permit any Subcontract to be assigned or transferred, or allow any portion of the Work to be performed by anyone other than the subcontractor listed in the original bid; or
- 4.4.3. Sublet or subcontract any portion of the Work in excess of one-half of one percent (1/2 of 1%) of Contractor's total bid as to which his original bid did not designate a subcontractor.

- 4.5. Coordination of Work. Contractor shall coordinate the trades, subcontractors, sub-subcontractors and material or equipment suppliers working on the Project.
- 4.6. Subcontractor Dispute Resolution. Contractor shall settle any difference between Contractor and its subcontractor(s) or between subcontractors.
- 4.7. Assignment. Contractor shall include assignment provisions in each subcontract as indicated in the termination provisions set forth in these General Conditions.
- 4.7.1. Contingent Assignment of Subcontractors. Contractor shall assign to City each subcontract agreement for a portion of the Work provided that:
- 4.7.1.1. Assignment is effective only after termination of this Contract by City for cause or stoppage of the Work by City, and only for those subcontract agreements which City accepts in its sole discretion by notifying the subcontractor and Contractor in writing; and
- 4.7.1.2. Assignment is subject to the prior rights of the surety, if any, obligated under bond relating to this Contract.
- 4.7.2. Upon such assignment, if the Work has been suspended for more than thirty (30) days, City shall equitably adjust subcontractor's compensation for increases in cost resulting from the suspension.
- 4.8. Prompt Payment of Subcontractors. Contractor shall promptly pay subcontractors as required by the Contract.

5. CONSTRUCTION BY CITY.

- 5.1. Other Contractors. City may let other contractors perform work with its own forces, in connection with the Project. Contractor shall afford other contractors reasonable opportunity for introduction and storage of materials and execution of their work and shall properly coordinate and connect the Work with the work of other contractors. If Contractor claims that delay or additional cost is involved because of such action by City, Contractor shall make such claim in the manner provided in the Contract Documents.
- 5.1.1. Contractor shall protect the work of other contractors that it encounters while working on the Project.
- 5.1.2. If any part of Contractor's Work depends upon completion of the work of City or others for proper execution, Contractor shall inspect and promptly report to City any discrepancy or defective condition in such work. Contractor's failure to inspect and report will be deemed acceptance of all work of others as fit and proper for reception of Contractor's Work. Contractor is liable for damages for work of others that Contractor failed to inspect, except for defects that were not discoverable and may develop in City's or any other contractor's work after execution of Contractor's Work.
- 5.2. Mutual Responsibility. Contractor shall reimburse City for costs incurred by City which are payable to a separate contractor because of delays, improperly timed activities or defective construction of Contractor. City shall reimburse Contractor for costs incurred by Contractor because of delays, improperly timed activities, and damage to the Work or defective construction of a separate contractor.

5.3. City's Right to Clean Up. If a dispute arises among Contractor, separate contractors and City as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, City may clean up and the City shall allocate the cost among those responsible.

6. **CHANGES IN THE WORK.**

6.1. Change Orders.

6.1.1. Change Order. A document prepared by the City Representative and signed by the City, the City Representative, the Architect, and the Contractor or assigned designee, stating their agreement upon all of the following: (1) a change in the Work; (2) the amount of the adjustment in the Contract Total, including all costs, overhead and profit, if any; and (3) the extent of the adjustment in the Contract Time, if any, issued after the effective date of the Contract.

6.1.2. A Proposed Change Order (PCO) is a document prepared by the Contractor to seek additional compensation and/or time from the City. The Contractor shall provide a written PCO narrative explaining its reasons for requesting additional compensation or time. The written PCO narrative shall reference all related schedule activities and contract specification sections and drawings directly pertaining to the PCO, include all costs, overhead and profit.

6.1.3. Change Pricing. In the absence of applicable unit prices or other agreement, the changed work will be priced in accordance with the following provisions:

6.1.3.1. In no case shall the sum of the individual markups applied to a General Contractor's Modification exceed fifteen percent (15%), regardless of the number of Subcontractor tiers involved in performing the Work.

6.1.3.2. The total combined mark-up for a Subcontractor and his lower-tier Subcontractor shall not exceed ten percent (10%). Costs of tax and insurance shall not be marked up.

6.1.3.3. For work perform by a subcontractor, the subcontractor will receive 10% markup for direct costs. The General Contractor shall receive a five percent (5%) of the subcontractor's direct costs for processing.

6.1.3.4. For self-performed work by the General Contractor, the markup shall equal fifteen percent (15%) of the direct cost as defined herein.

6.1.3.5. Bonding may be increased a maximum of one percent (1%) provided the Contractor demonstrates to the City a requirement to increase bonding.

6.1.3.6. If the net value of a change results in a credit from the Contractor or subcontractor, the credit shall be the actual net cost, plus five percent (5%) for overhead and profit. When both additions and credits covering related work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase or decrease, if any, with respect to the change.

6.1.4. Equipment Costs:

- 6.1.4.1. The allowance for equipment costs (both rental as well as Contractor owned equipment) shall be based on actual and verified rental company rates. Hourly, daily, weekly, or monthly rates shall be used, whichever is lower. Hourly rates including operator shall not be used. Unless otherwise specified, manufacturer's ratings and manufacturer approved modifications shall be used to classify equipment for determination of applicable rental rates.
- 6.1.4.2. The actual time to be paid for equipment shall be the time that the equipment is in productive operation on the Work under Contract Modification. In computing the hourly rental of equipment, any time less than thirty (30) minutes shall be considered one half (1/2) hour. No payment will be made for time while equipment is inoperative due to breakdown, or for non workdays. In addition, the rental time shall not include the time required to move the equipment to and from the project site. No mobilization or demobilization will be allowed for equipment already on site. If such equipment is not moved by its own power, then loading and transportation costs will be paid in lieu of rental time thereof. However, neither moving time nor loading and transportation costs will be paid if the equipment is used on the Project Site in any other way than upon the work directly related to the Contract Modification.
- 6.1.5. Small Tools. Individual pieces of equipment having a replacement value of two thousand dollars (\$2,000) or less shall be considered to be small tools or small equipment, and no payment will be made since the costs of these tools and equipment is included as part of the markup for overhead and profit defined herein.
- 6.1.6. Labor rates will not be recognized when in excess of the applicable prevailing wage rate pursuant to ORS 279C.800 to 279C.870 or wage established in any applicable collective bargaining agreement, whichever is higher. The costs for all supervision, including general superintendents and foreman, shall be included in the markup defined herein. Working foreman will be considered a direct cost if the individual is on the project site only installing Work under Contract Modification with no other work being performed at the time. A breakdown of the payroll rates for each trade used for Contract Modifications shall be furnished to the City within thirty (30) calendar days of the Contract Notice to Proceed.
- 6.1.7. Premium Time Rate. Shall be the difference between the Overtime Hourly Rate and Straight Time Rate per specific trade and classification as more fully defined herein. City will pay taxes on the Premium Time Rate only. The Premium Time Rate shall be paid without overhead and profit calculated against the differential.
- 6.1.8. Material costs directly required for the performance of the Contract Modification. Such costs may include the cost of transportation. If a trade reduction by an actual supplier is available to the Contractor, it shall be credited to the City. If the materials are obtained from a supplier or source owned wholly by or in part by the Contractor, payment thereof will not exceed the current wholesale price for the materials. The term trade reduction includes the concept of cash discounting.

- 6.1.9. Agreement on Change Order. Agreement on any Change Order is a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Total and the construction schedule.
- 6.1.10. Additional Credits. Contractor shall credit all trade discounts, rebates, refunds, and returns from the sale of surplus material to City
- 6.1.11. Cost Accounting Records. Contractor shall provide all cost accounting records to City upon City's request.
- 6.2. Construction Change Directives. A Construction Change Directive is a written order signed by City, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Total or Contract Time, or both. City may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract, the Contract Total and Contract Time being adjusted accordingly. City and Contractor may use a Construction Change Directive in the absence of total agreement on the terms of a Change Order. Upon receipt of a Construction Change Directive, Contractor shall promptly proceed with the change in Work directed and shall advise City of Contractor's agreement or disagreement with the proposed method, if any, provided in the Construction Change Directive for adjustment in the Contract Total or Contract Time.
- 6.2.1. Force Account. When a definite price has not been agreed upon in advance and it is to be paid on a force account basis, City may establish a not-to-exceed budget. Contractor shall submit daily all direct costs necessarily incurred and paid for labor, material, equipment, permit fees, taxes, and increased costs of bonds and insurance related to the Work for approval by City. Contractor shall not exceed the budget unless City specifically authorizes the overrun in writing. City shall pay only for actual costs verified in the field by City on a daily basis. When City and Contractor reach agreement upon the adjustment for price and time, Contractor and City shall prepare and execute an appropriate Change Order.
- 6.2.2. Negotiating Changes. If City and Contractor are unable to agree upon change order terms, or if in the opinion of City the Work must proceed before an agreement can be negotiated, City may order Contractor to proceed with the changes, and Contractor shall comply. In such event, Contractor shall keep detailed daily records as to all labor employed in connection with the changes. Contractor's records will itemize costs for labor, materials, equipment rental, and transportation. Contractor shall submit the records for approval to the City. If Contractor fails to keep such records, all such Work will be deemed to have been performed at Contractor's own expense. City and Contractor shall attempt to negotiate fair and reasonable adjustments to the Contract for changes in the Work. Contractor shall submit to City all evidence in support of Contractor's proposals.
- 6.2.3. Markup. No fee or other markup of any kind will be applicable to any premium portion of wages, taxes, or related benefits. In the event of addition or deletion of like items in a change order or change directive, the like item quantity will be summed and the unit prices or the percentage fee will be applied to the total.

- 6.2.4. **Written Authorization Required.** In no event shall Contractor proceed with changes in the Work without a written order from City to so proceed. City will be under no obligation to pay for unauthorized extra, additional, or changed Work performed by Contractor without a written Change Order, Construction Change Directive, or other written order to proceed duly authorized and executed by City.
- 6.2.5. **Minor Changes.** Contractor shall promptly carry out minor changes in the Work issued through written order of City's representative, through the authority granted to it by City, not involving adjustment in the Contract Total or extension of the Contract Time, and not inconsistent with the intent of the Contract Documents.

7. TIME.

- 7.1. **Time is of the Essence.** Time limits stated in the Contract Documents are of the essence of the Contract. Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.
- 7.2. **No Work Without Insurance.** Contractor shall not, except by written direction by City, prematurely commence operations on the site or elsewhere prior to the effective date of insurance to be furnished by City and Contractor. The date of commencement of the Work is not changed by the effective date of insurance.
- 7.3. **Notice to Proceed.** City shall issue a Notice to Proceed within a reasonable time following the date of execution of this Contract. To the maximum extent permitted by law, Contractor is not entitled to additional compensation as a result of a postponement of the issuance of Notice to Proceed. The Parties acknowledge the sole remedy for the Contractor in such circumstances is an extension of Contract Time to achieve Substantial Completion.
- 7.4. **Working Hours.** Contractor shall perform Work during regular working hours as permitted by City. Contractor shall, when required to achieve Substantial Completion within the Contract Time, Work outside of regular working hours such as evenings and/or weekends at no additional cost to City. Contractor shall perform all evening and/or weekend work only upon City's advance approval and in compliance with all applicable rules, regulations, laws, and local ordinances including, without limitation, all noise and light limitations.
- 7.5. **Delays and Extensions of Time.**

- 7.5.1. **Float and Slack.** Float or slack is the amount of time between the early start date and the late start date, or the early finish date and the late finish date, of any activity in the schedule. Any float time to activities not on the critical path shall belong to the Project, and may be used by the Project to optimize its construction process. Any float time between the end of the final construction activity and the final completion date shall belong to the City, and may be used by the City in determining if additional contract days are to be awarded for changes in the contract or for delays to the contract caused by the City. The Contractor will not be entitled to any adjustment in the Contract Time, the Construction Schedule, or the Contract Total, or to any additional payment of any sort by reason of the City's use of float time between the end of the final construction activity and the final completion date or by reason of the loss or use of any float time, including time between the Contractor's anticipated completion date and end of the Contract Time, whether or not the float time is described as such on the Construction Progress Schedule.
- 7.5.2. **Adverse Weather.** Contract Time is determined with consideration given to the average climate weather conditions prevailing in the County in which the Project is located during any given month as published by the National Oceanic and Atmospheric Administration (NOAA) and averaged over the past 10 years. Contractor may request a time extension for adverse weather if it causes delays that unreasonably increase the labor required to complete the scheduled tasks on the day affected by adverse weather not reasonably anticipated. Contractor shall not be allowed an increase in Contract Total for the delay. Contractor shall work additional days if necessary at no cost to City, irrespective of adverse weather, to maintain access and the Contract Schedule, and to protect the Work from the effects of Adverse Weather.
- 7.5.3. **Extensions of Time.** Extensions of Contract Time will be permitted for a delay only to the extent the delay: (1) is not caused or could not have been anticipated by the Contractor; (2) could not be limited or avoided by the Contractor's timely notice to the City of the delay or reasonable likelihood that a delay will occur; and (3) is of a duration not less than one day.. Such occurrences may include industry-wide labor dispute, fire, unavoidable casualties, adverse weather conditions not reasonably anticipated, or other occurrences that City determines may justify delay. Any extension the City grants will be net of any delays caused by or due to the fault or negligence of Contractor, and net of any contingency or "float" allowance included in the Progress Schedule. Contractor will not be allowed an increase in Contract Total for an extension of Contract Time. The Contractor shall be deemed to have control over the supply of labor, materials, equipment, methods, techniques and over the Contractor's subcontractors and suppliers.
- 7.5.4. **Requests for Extension.** Contractor shall submit requests for extension of time in writing and shall include (a) the duration of the activity relating to changes in the Work and the resources, including manpower, equipment, and material, required to perform the activities within the stated duration; (b) specific logical ties to the Contract Schedule for the proposed change showing the activities that are affected by the change and/or delay; and (c) recovery schedule.

8. PROTECTION OF PERSONS, PROPERTY, AND THE ENVIRONMENT.

- 8.1. Safety Program. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with performance of the Contract. Contractor is solely and completely responsible for conditions of the Work site, including safety of all persons and property during performance of the Work, including the property of third-parties and real and personal property outside the Project area. This requirement will apply continuously and is not limited to normal working hours.
- 8.2. City's Policies. This Contract and all individual contracts and purchase orders incorporate by this reference City's safety policies current as of the date of commencement of Work, which have been or will be made available to Contractor.
- 8.3. Subcontractor Safety. Contractor shall review with all subcontractors the methods, materials, tools, and equipment to be used to verify their compliance with all safety standards and laws and Contractor shall comply with them, to ensure safe, hazard-free conditions for all persons visiting or working on the entire Project Site and City's adjoining facilities. Contractor shall implement and maintain a safety program that is specifically adapted for the Project and complies with all applicable requirements of Oregon OSHA. Contractor shall furnish a copy of the safety program to City before commencing Work.
- 8.4. MSDS Sheets. Contractor shall provide Material Safety Data Sheets to City for all chemicals used on the Project Site as required by law.
- 8.5. Safety Coordinator. Contractor shall designate a responsible member of its organization on the Project, whose duty is to post information regarding protection and obligations of workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety, and health of workers. Contractor shall report the name and position of person so designated to City.
- 8.6. Correction of Unsafe Conditions. Contractor shall correct any violations of safety laws, rules, orders, standards, or regulations. Contractor shall correct violations promptly upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health.
- 8.7. Personal Protection Equipment. Contractor's personnel and all workers shall wear personal protective equipment at all times. Contractor shall maintain supplies of protective equipment sufficient to properly equip all employees and visitors.
- 8.8. Safety Devices. Contractor shall take, and require subcontractors to take, all reasonably necessary precautions for safety of workers on the Project. Contractor shall furnish, erect, and properly maintain at all times, all necessary safety devices, safeguards, construction canopies, signs, nets, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of the Work.
- 8.9. Barricades and Signage. Contractor shall post necessary warning signs and barricades to ensure the safety of all occupants. Contractor shall not display any signs not required by law or the Contract Documents without City's prior written approval.
- 8.10. Labeling of Containers. Contractor shall ensure proper labeling of substances on the Project Site.

- 8.11. Storage. Contractor shall confine apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits, or directions of City, and shall not interfere with the Work or unreasonably encumber the Project Site or overload any structure with materials. Contractor shall enforce all instructions of City regarding signs, advertising, fires, and smoking, and require that all workers comply with all regulations while on Project Site
- 8.12. Protection of Work. Contractor shall protect the Work, including stored materials and equipment, from all damage or harm, including damage from heat, cold, rain, snow, wind, flooding, and dampness. Contractor shall provide and maintain temporary roofs, window and door coverings, enclosures, or other construction reasonably required to protect the Work at all times during the course of construction. Contractor shall take all additional steps reasonably necessary, or as directed by City, to protect the Project, the Site, and the Work from damage associated with anticipated extreme weather events. Contractor shall not be entitled to additional payment or time to the extent its costs or delays would have been avoided if Contractor had complied.
- 8.13. Protection of Existing Structures. Contractor shall protect existing structures, walks, curbs, pavements, roads, trees, landscaping, survey markers, monuments, or other devices marking property boundaries or corners, and/or improvements in working areas, utilities, and adjoining property (including, without limitation, protection from settlement or loss of lateral support). Contractor shall replace same at his expense with same kind, quality, and size of Work or item if temporary removal is necessary, or damage occurs due to the Work.
- 8.14. Water Quality. Contractor shall comply with all applicable water quality laws and regulations, including permitting, monitoring, and reporting of storm water discharge applicable to the Work, at no additional cost to City. Contractor shall indemnify and hold City harmless from loss, cost, or liability arising out of Contractor's violation of such laws or regulations.
- 8.15. Neighborhood Impacts. Contractor shall take all reasonable precautions to protect neighborhood property from damage or nuisance associated with the Work. Contractor shall promptly respond to complaints by neighbors or authorities concerning impacts to neighboring properties and public facilities and shall be solely responsible for cleaning, repair, or replacement of property soiled or damaged by Contractor's operations and settlement of claims or demands of neighbors associated with conduct of its personnel.
- 8.16. Housekeeping. Contractor shall maintain good housekeeping practices to reduce the risk of fire damage and shall make a fire extinguisher, fire blanket, and/or fire watch, as applicable, available at each location where cutting, braising, soldering, and/or welding is being performed or where there is an increased risk of fire.
- 8.17. Security and Site Access. Contractor shall ensure that all existing or operating systems, utilities, existing on-site services and access avenues are on and in operating condition before leaving the Project Site each day. If any system, utility, or access avenue is not operable, Contractor shall notify City before Contractor leaves the Project Site that day.

9. **HAZARDOUS MATERIALS.**

- 9.1. With respect to Hazardous Materials to be used during the course of the Work, the Contractor will implement and enforce a program to inventory and properly store and secure all Hazardous Materials that may be used or present on the Project site, maintain available for inspection at the Project site all material safety data sheets, and comply with all regulations required by law for the storage, use, and disposal of Hazardous Materials. The program must provide for notification of all personnel of potential chemical hazards. Review of these hazards must be included in the Contractor's safety training program. The Contractor shall submit to the City a list of all Hazardous Materials to be brought by the Contractor or its Subcontractors onto the City's property, including the purpose for their use on the Project.
- 9.2. In the event of a release or discovery of a preexisting release of Hazardous Materials, or if it is foreseeable that injury or death to persons may occur because of any material or substance (including without limitation Hazardous Materials) encountered on the Project site, the Contractor shall immediately (a) stop the Work or the portion of the Work affected; (b) notify the City orally and in writing; and (c) protect against exposure of persons to the Hazardous Materials. The Contractor shall provide all written warnings, notices, reports, or postings required at law or by contract for the existence, use, release, or discovery of Hazardous Materials.
- 9.3. With respect to any Hazardous Materials or other material or substance reported to the City under the above that was not introduced to the Project site by the Contractor or its Subcontractors of any tier, the City shall obtain the services of a qualified environmental consultant to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify it to be rendered harmless. Unless otherwise required by the Contract Documents, the City shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the City in writing stating whether or not either has reasonable objection to the persons or entities proposed by the City. If either the Contractor or Architect has an objection to a person or entity proposed by the City, the City shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the City and Contractor. By Change Order, the Contract Time may, subject to agreement by the City and the Contractor, be extended appropriately and the Contract Total shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up, which adjustments shall be accomplished as provided in the Contract.

- 9.4. With respect to any Hazardous Materials or other material or substance reported to the City under the above that was introduced to the Project site by the Contractor or its Subcontractors of any tier, the Contractor shall be responsible to carry out the duties of (a) proposing to the City and the Architect a qualified environmental consultant; (b) obtaining and paying for the services of the environmental consultant; and (c) verifying that the material is rendered harmless, as otherwise set forth in the above. The Contractor will not be entitled to an increase in the Contract Total if the Contractor or its Subcontractors of any tier are responsible for the condition requiring the testing of the material and the stoppage of the Work. Remediation work must be conducted by properly qualified contractors approved in advance by the City. Generally, the City may at its option contract directly with environmental consultants, and remediation contractors, regardless of whether the work will be performed at the Contractor's expense.
- 9.5. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the City shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and the agents and employees of the Contractor, Subcontractors, Architect, and Architect's consultants from and against claims, damages, losses and expenses, including without limitation attorney fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance was not introduced to the Project site by the Contractor or its Subcontractors of any tier, presents the risk of bodily injury or death, and has not been rendered harmless. No indemnification provided by the City under this Section will be required to indemnify the Contractor, Subcontractors, or their employees or agents to the extent of liability for death or bodily injury to persons or damage to property caused in whole or in part by the Contractor's own negligence, but will require indemnity to the extent of the fault of the City or its agents or representatives.
- 9.6. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City, the City's Representatives, and the employees of the City from and against claims, damages, losses, and expenses, including without limitation attorney fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance was introduced to the Project site by the Contractor or its Subcontractors of any tier, presents the risk of bodily injury or death, and has not been rendered harmless. No indemnification provided by the Contractor under this Section will be required to indemnify the City or its agents or representatives to the extent of liability for death or bodily injury to persons or damage to property caused in whole or in part by the City's own negligence, but will require indemnity to the extent of the fault of the City or its agents or representatives.
- 9.7. Hazardous Materials are any substance defined or designated as being radioactive, infectious, hazardous, dangerous, or toxic by any federal, state, or local statute, regulation, or ordinance presently in effect or subsequently enacted. For purposes of Article 9, the term "introduce" means the physical placement or transportation of Hazardous Materials in or on the Project site regardless of whether the Hazardous Material was specified, required, or otherwise addressed in the Contract Documents.

10. **INSURANCE AND BONDS.**

10.1. Contractor's Insurance. Contractor shall procure, prior to commencement of Work, and maintain for the duration of this Contract, or such longer time as may be provided, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Work by Contractor, its agents, representatives, employees and subcontractors as set forth in the Contract Documents. Contractor's liabilities, including but not limited to Contractor's indemnity obligations, under this Contract, will not be deemed limited in any way to the insurance coverage required herein. Maintenance of insurance coverage is a material requirement of this Contract and Contractor's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Contract, as required or when requested, may be treated as a material breach.

10.1.1. Workers' Compensation and Employers' Liability Insurance. Contractor and its subcontractors, if any, are subject to Oregon Workers' Compensation Law, which requires all employers that employ subject workers who work under this Contract in the State of Oregon to comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors, if any, complies with these requirements (ORS 279B.230(2)). Unless otherwise exempt, Contractor shall provide the City with certification of Workers' Compensation Insurance and shall maintain Employers' Liability Insurance with limits not less than \$1,000,000 for each accident, \$1,000,000 for disease each employee and \$1,000,000 each policy limit.

10.2. Performance Bond and Payment Bond. Contractor shall provide a performance bond and a payment bond as required by the Contract prior to start of Work.

11. **UNCOVERING AND CORRECTION OF WORK.**

11.1. Uncovering of Work. If a portion of the Work is covered without Project Inspector and/or Architect approval or not in compliance with the Contract Documents, Contractor shall, if required in writing by City, Project Inspector, or Architect, uncover the Work for observation and replace it at Contractor's expense without change in Contract Total or Contract Time.

11.2. Correction of Work. Contractor shall, at its own expense, promptly correct Work that is rejected by City, Architect, or any governmental authority or otherwise fails to conform to the requirements of the Contract Documents, regardless of when it is discovered and regardless of whether the Work is fabricated, installed or completed. Contractor shall pay for all additional testing, inspection, or other compensation including City and Architect's additional services required for the correction of Work.

11.3. Correction of Work after Substantial Completion. If, after Substantial Completion, any Work is not in accordance with the requirements of the Contract Documents, City shall provide Contractor with written notice to correct the Work promptly after discovery of the condition. Contractor shall correct the nonconforming Work within a reasonable time after receipt of notice.

12. RIGHTS AND REMEDIES.

- 12.1. No Waiver. The duties and obligations imposed by the Contract Documents and rights and remedies available are in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by any party shall constitute a waiver of a right or duty afforded the party under this Contract, nor does any act or omission constitute approval of or acquiescence in a breach, except as may be specifically agreed in writing.
- 12.2. Independent Contractor.
- 12.2.1. Contractor is engaged as an independent Contractor. Although City reserves the right: (a) to determine (and modify) the delivery schedule for the Work; and (b) to evaluate the quality of the completed performance, City cannot and will not control the means or manner of Contractor's performance, nor provide any tools or equipment for the performance of the Work, except as provided elsewhere in this Contract. Contractor shall determine the appropriate means and manner of performing the Work.
- 12.2.2. Contractor is wholly responsible for the manner in which it and its subcontractors perform the Work required of it by the Contract Documents. City may monitor Contractor's activities to determine compliance with the terms of this Contract.
- 12.2.3. Contractor shall pay all federal, state and local taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, City shall not withhold from such compensation or payments any amount(s) to cover Contractor's tax obligations.
- 12.2.4. Contractor is not an employee of the federal government or the State of Oregon.
- 12.2.5. Contractor is not a contributing member of the Public Employees Retirement System.
- 12.2.6. Neither Contractor, nor any of Contractor's subcontractors, agents or employees are "officers," "employees," or "agents" of City or any of City's employees or agents, as those terms are used in ORS 30.265. Contractor bears exclusive responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. Contractor, its subcontractors, agents, and its employees are not entitled to any rights or privileges of City employees.

13. COMPLIANCE WITH LAWS.

- 13.1. Contractor shall comply with all laws, codes, regulations, and applicable requirements imposed by governmental authorities having jurisdiction over the Work, including but not limited to, environmental, zoning, building code, public contracting, and other related laws.
- 13.2. Environmental Mitigation. Contractor shall comply with all applicable mitigation measures, if any, adopted by any public agency with respect to this Project pursuant to the environmental protections laws of the State of Oregon.
- 13.3. Work Performed Illegally. Contractor will bear all costs arising from Work performed that it knew, or through exercise of reasonable care should have known, was contrary to any applicable laws, ordinance, rules, or regulations.

- 13.4. Prior Approvals. Contractor shall obtain approval of material, processes, or procedures by the Oregon state agencies or other body or agency where required by the Specifications or Drawings.

14. **CLAIMS AND DISPUTES.**

- 14.1. Claim. A Claim is a demand or assertion by a party seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. Claim includes other disputes and matters in question between City and Contractor arising out of or relating to the Contract. Parties will initiate Claims only by written notice. The party making the Claim is responsible for substantiating the Claim.
- 14.2. Time to Initiate Claim. The party making a Claim shall initiate the Claim within fourteen (14) days after the occurrence of the event giving rise to such Claim or within fourteen (14) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. The party making the Claim shall submit written notice to the other party that identifies the known bases for each Claim and the nature and amount of relief sought.
- 14.3. Written Notice of Claim. If Contractor claims that any instructions issued after the effective date of this Contract, by Drawings or otherwise, involve extra costs, Contractor will be entitled to reimbursement for such extra costs only to the extent Contractor so notifies City in writing before proceeding to execute the affected Work and within five (5) days after receipt of such instructions. Claims and demands for any other cause, whatsoever, by Contractor against City must be served in writing upon City within five (5) days from the occurrence of the cause giving rise to the claim. Timely compliance with the written claim requirements of this Contract is a condition precedent to Contractor's right to payment on account of any claim and failure to provide such written claim or demand or notice will constitute a waiver of such claim.
- 14.4. No Work Stoppage. Contractor shall proceed diligently with performance of this Contract and City shall continue to make payments in accordance with the Contract Documents pending final resolution of a Claim, except as otherwise agreed in writing or provided for in this Contract.
- 14.5. Differing Site Conditions. A party shall give notice to the other party promptly, and in no event later than five (5) days after first observation, before conditions encountered at the site are disturbed that are: (a) subsurface or otherwise concealed physical conditions that differ materially from those indicated on the Contract Documents; or (b) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents. The parties shall promptly investigate such conditions, and if they differ materially and cause an increase or decrease in the cost of or time required for performance of any part of the Work, City will propose an equitable adjustment in the Contract Total, Contract Time, or both. If City does not find that the conditions differ materially and cause an increase or decrease in the cost of or time required for performance of any part of the Work, City will notify Contractor in writing. If Contractor disputes City's determination, Contractor shall proceed with the Work and may initiate a Claim no later than twenty one (21) days after receiving notice of the decision.

- 14.6. Claim for Additional Cost. Contractor shall file a Claim for additional cost under this section if Contractor believes additional cost is involved for reasons including: (a) City's written interpretation of the Contract Documents; (b) City's order to stop Work where Contractor is not at fault; (c) written order for a minor change in Work issued by City's consultant or representative; (d) failure of payment by City; (e) termination of Contract by City; (f) City's suspension; or (g) other reasonable grounds.
- 14.7. Claim for Delay. If Contractor wishes to make a Claim for a delay, written notice shall be given within fourteen (14) calendar days of the occurrence of the event giving rise to the delay. Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. Contractor will not be entitled to additional Contract Time for delays that do not affect the critical path of the Work.
- 14.8. Claim for Additional Time (Adverse Weather). If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction. Contractor shall not be entitled to additional compensation for delays caused by adverse weather conditions or any causes beyond City's control. If the Oregon Office of Emergency Management orders Contractor to halt the Work for reasons beyond Contractor's control and that were not reasonably anticipated, the Contract Time shall be equitably extended by Change Order, but only on condition that Contractor provides City with written notice of the delay in accordance with the notice requirements of this Contract.
- 14.9. Claim for Injury or Damage to Person or Property. If any person suffers physical injury or property damage arising from the Work, regardless of the cause, the party shall immediately give notice of such injury or damage, whether or not insured, to City and Contractor with sufficient detail to enable City and any other party affected to investigate the matter.
- 14.10. Acceptance of Claim. Upon timely receipt of a properly completed Claim and all documentation and/or evidence necessary to substantiate the Claim, City shall evaluate the Claim and provide Contractor with its written decision either accepting the Claim (in whole or in part) or rejecting the Claim (in whole or in part) within twenty (20) days. Should City reject the Claim in whole or in part, City shall generally explain the reasons for such rejection.
- 14.11. Mediation. Contractor and City agree that any dispute that may arise under the Contract will be submitted to a mediator agreed to by both parties as soon as such dispute arises, but in any event prior to commencement of arbitration or litigation. This provision shall be specifically enforceable in any arbitral or judicial proceeding through stay or abatement of the proceeding upon petition of a party. Mediation shall be conducted in Portland, Oregon, and the mediation fee and expenses shall be shared equally by the parties who agree to exercise their best efforts in good faith to resolve all disputes in mediation.

15. **TERMINATION OR SUSPENSION BY CONTRACTOR.**

- 15.1. Termination by Contractor for Work Stoppage. Contractor may terminate this Contract if the Work is stopped for a period of thirty (30) consecutive days through no act or fault of Contractor, subcontractor, or sub subcontractor, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with Contractor, for any of the following reasons: (a) issuance of an order of a court or other public authority having jurisdiction which requires all Work to be stopped; (b) an act of government, such as a declaration of a national emergency which requires all Work to be stopped; (c) because the Architect has not issued a Certificate of Payment and has not notified Contractor of the reason for withholding certification, or because City has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or (d) City failed to furnish to Contractor reasonable evidence that financial arrangements have been made to fulfill City's obligations under this Contract.
- 15.2. Termination by Contractor for Work Interruption. Contractor may terminate this Contract if, through no act or fault of Contractor, subcontractor, or sub subcontractor, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with Contractor, repeated suspensions, delays or interruptions of the entire Work by City constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365 day period, whichever is less, or if Work is stopped for a period of sixty (60) consecutive days.
- 15.3. Compensation. Contractor may recover from City payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery including reasonable profit and overhead if it provides seven (7) days' written notice to Architect and City prior to termination for the reasons set forth above.

16. **TERMINATION OR SUSPENSION BY CITY.**

- 16.1. Termination by City for Cause. City may terminate Contract and/or terminate Contractor's right to perform the Work of this Contract without prejudice to any other rights or remedies by providing seven (7) days' written notice to Contractor and Contractor's surety if Contractor:
- 16.1.1. refuses or fails to execute the Work or any separable part with sufficient diligence to ensure its completion within the time specified or any extension;
 - 16.1.2. persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
 - 16.1.3. fails to make payment to subcontractors in accordance with respective agreements;
 - 16.1.4. persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
 - 16.1.5. files a petition for relief as a debtor, or a petition is filed against Contractor without its consent, and the petition is not dismissed within sixty (60) days;
 - 16.1.6. makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency; or

- 16.1.7. is otherwise guilty of a substantial breach of a provision of the Contract Documents or fails to observe the training, safety, and other precautions including City's policies and Contractor's own safety policies for the Project.
- 16.2. City's Right to Take Possession. Upon termination for cause, City may take possession of the site and of all materials, equipment, tools, and construction equipment and machinery on the site owned by Contractor, accept assignment of subcontracts, and finish the Work by whatever reasonable method City may deem expedient. Upon request, City shall provide Contractor a detailed accounting of the costs incurred in finishing the Work.
- 16.3. Compensation. Contractor will not be entitled to receive further payment until the Work is finished. If the unpaid balance of the Contract Total exceeds City's costs to finishing the Work, including compensation for City's consultants and representatives for services made necessary by Contractor's default, and other damages incurred by City which have not been expressly waived, City shall pay the excess to Contractor. If City's costs and damages exceed the unpaid balance, Contractor shall pay the difference to City.
- 16.4. Suspension for Convenience. City may, without cause, order Contractor in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as City may determine. City shall adjust Contract Total and Contract Time for increases in the cost (including profit) and time caused by the suspension, delay, or interruption referenced in Section 16.3.1, so long as the performance would not have been suspended, delayed, or interrupted by another cause for which Contractor is responsible and City has not already made or denied another equitable adjustment under another provision of this Contract for the suspension, delay, or interruption.
- 16.5. Termination for Convenience. City may terminate all or part of this Contract for City's convenience at any time and without cause. Contractor shall, upon written notice of such termination, cease operations as directed by City, take actions necessary to protect and preserve the Work, and terminate all existing subcontracts and purchase orders that are not required to perform the Work up to the effective date of termination and the portion of Work not terminated, and enter into no further subcontracts or purchase orders for the portion of this Contract that was terminated. City shall pay Contractor for Work executed and costs reasonably incurred by reason of such termination, along with reasonable overhead and profit on the Work completed. City will not pay profit or overhead allocable to Work which is not performed at the time of termination. If the City terminates Contractor for cause and a court or other tribunal finds that City did not have cause to terminate Contractor, then the court or other tribunal will deem the City's termination a termination for convenience under this section.
17. **PAYMENTS AND COMPLETION.**
- 17.1. Contract Total. The Contract Total is stated in the Contract, and including authorized adjustments, is the total amount payable by City to Contractor for performance of Work under the Contract Documents.

- 17.2. Schedule of Values. Prior to submission of the first Application for Payment, Contractor shall submit a preliminary schedule of values for all of the Work, including quantities and prices of items aggregating the Contract Total and subdividing the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Contractor shall include, at a minimum: (a) overhead and profit; (b) supervision; (c) general conditions; (d) layout; (e) mobilization; (f) scheduling; (g) submittals; (h) bonds and insurance; (i) close-out documentation; (j) demolition; (k) installation; (l) rough-in; (m) finishes; (n) testing; and (o) punch list and acceptance ("Schedule of Values").
- 17.3. Applications for Payment. Contractor shall submit an itemized and notarized application for payment for operations completed in accordance with the Schedule of Values and reflecting applicable retainage ("Application for Payment"). Applications for Payment shall be prepared using forms provided by the City. Contractor shall submit data substantiating Contractor's right to payment where required, such as copies of requisitions from subcontractors and material suppliers, Construction Change Directives, Change Orders, and/or force account information. Contractor shall provide:
- 17.3.1. The amount paid to the date of the Application for Payment to Contractor, all its subcontractors, and all others furnishing labor, material, or equipment for this Contract;
 - 17.3.2. The amount being requested by Contractor on its own behalf and separately stating the amount requested on behalf of each of the subcontractors and all others furnishing labor, material, or equipment for this Contract;
 - 17.3.3. The balance that is due to each of such entities after payment is made;
 - 17.3.4. Certification that the Record Documents are current;
 - 17.3.5. Itemized breakdown of Work done for the purpose of requesting partial payment;
 - 17.3.6. Updated construction schedule;
 - 17.3.7. Additions and subtractions from the Contract Total and Contract Time;
 - 17.3.8. Total of retainage held;
 - 17.3.9. Material invoices, evidence of equipment purchases, rentals, and other support City may request;
 - 17.3.10. Percentage complete of Contractor's Work by line item;
 - 17.3.11. A Schedule of Values updated from the preceding Application for Payment; and
 - 17.3.12. Contractors' Certified Payroll.

- 17.4. Waivers and Releases. Contractor shall submit conditional waivers and releases upon progress payment from Contractor and each subcontractor of any tier and supplier to be paid from current progress payment along with an unconditional waiver and release upon progress payment from Contractor and each subcontractor of any tier that received payment from the previous progress payment. Contractor shall certify as follows: "Contractor warrants title to all Work performed and materials purchased as of the date of the payment application; and Contractor warrants that all Work performed and materials purchased as of the date of the payment application are free and clear of liens, claims, security interests, or encumbrances in favor of any persons or entities making a claim by reason of having provided labor, materials, or equipment relating to the Work, except those of which City has been informed."
- 17.5. False Claims. Contractor is subject to the False Claims Act set forth under ORS Chapter 180 for information provided with any Application for Payment.
- 17.6. Certificates for Payment.
- 17.6.1. City shall review the Contractor's Application for Payment within a reasonable time after receipt not to exceed seven (7) days for the purpose of determining that it is properly submitted. City shall either return the Application for Payment to Contractor with a document setting forth the reasons why the Application for Payment is not proper, or shall issue a Certificate for Payment for the amounts properly due.
- 17.6.2. City's issuance of a Certificate for Payment is a representation by City, based upon City's evaluation of the Work and the data comprising the Application for Payment, that Contractor is entitled to payment in the amount certified because the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. City's approval of the certified Application for Payment is based on Contractor complying with all requirements for a fully complete and valid certified Application for Payment.
- 17.7. Decisions to Withhold Certification.
- 17.7.1. City shall notify Contractor in writing if any amounts are not due, and the reasons for withholding certification in whole or in part. If Contractor and City cannot agree on a revised amount, City shall promptly issue a Certificate for Payment for the amount for which City determines that Contractor is entitled to payment. City may withhold Certificate for Payment or nullify the whole or part of a Certificate for Payment previously issued, to such extent as may be reasonably necessary to protect City from loss for which Contractor is responsible, including loss resulting from acts and omissions because of defective Work not remedied, third party claims filed or reasonable evidence indicating probable filing of such claim unless security acceptable to City is provided by Contractor, failure of Contractor to make payments properly to subcontractors or for labor, materials, or equipment, reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Total, damage to City or another contractor, reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay, persistent failure to carry out the Work in accordance with the Contract Documents, or failure to maintain Record Documents.

- 17.7.2. Contractor shall not receive any interest on any retainage or amounts withheld due to the failure of Contractor to perform in accordance with the Contract Documents.
- 17.7.3. City may apply any withheld amount to pay outstanding claims or obligations on behalf of Contractor, without prior judicial determination of the claim or obligation. If any payment is made by City, that amount is deemed a payment made under this Contract by City to Contractor.
- 17.7.4. City shall promptly issue a Certificate for Payment for amounts previously withheld when the reasons for withholding certification are removed.
- 17.8. Progress Payments.
- 17.8.1. City shall make payment in the manner and within the time provided in the Contract Documents. City may withhold the portion of any progress payment for which certified payroll statements have not been received until such certified statements are submitted.
- 17.8.2. Contractor shall promptly pay each subcontractor, upon receipt of payment from City, out of the amount City paid to Contractor on account of each subcontractor's portion of the Work. Contractor shall, by written agreement, require each subcontractor to make payments to sub-subcontractors in a similar manner.
- 17.8.3. City may issue joint checks made payable to Contractor, subcontractor(s) and material or equipment suppliers. Joint check payees are responsible for the allocation and disbursement of funds included as part of any such joint check payment. Joint check payment does not create a contract, rights, or obligations between City and any subcontractor or material or equipment supplier.
- 17.8.4. Certificate for Payment, progress payment, or partial or entire use or occupancy of the Project does not constitute acceptance of Work not in accordance with the Contract Documents.
- 17.9. Substantial Completion.
- 17.9.1. Substantial Completion. Substantial completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that City can occupy or utilize the Work for its intended purpose.
- 17.9.2. Punch List. When Contractor considers the Work or a designated portion of the Work to be substantially complete, Contractor shall prepare and submit to City a comprehensive list of items to be completed or corrected prior to final payment ("Punch List"). The Punch List does not alter Contractor's responsibility to complete the Work in accordance with the Contract Documents.

- 17.9.3. Certificate of Substantial Completion. Upon receipt of Contractor's Punch List, City shall make an inspection to determine whether the Work or designated portion thereof is substantially complete. If City determines that the Work is not substantially complete, City shall notify Contractor of any Work to be completed in accordance with the Contract Documents before the Work or designated portion can be certified as such, and Contractor shall complete all such items. Upon determining that the Work or designated portion thereof is substantially complete, City and Contractor shall execute a Certificate of Substantial Completion.
- 17.9.4. Commencement of Warranty. Contractor's general and special warranties shall be effective as of the date that the Work is deemed finally complete.
- 17.9.5. Close-Out Documentation. Contractor shall assemble for City's approval within thirty (30) days of Substantial Completion all close-out documentation as required by the Contract Documents, including the required number of copies of operating, maintenance, and warranty data from all manufacturers whose equipment is installed in the Work, and Record Documents of the Work.
- 17.10. Final Completion.
- 17.10.1. The Work will be deemed finally complete when all conditions set out in the Contract Documents are satisfied and City accepts such Work. Final completion is achieved when all punchlist work is complete, all close-out documentation has been received, all final testing, equipment calibration and training have been completed, and the Contractor is entitled to Final Payment. Unless special circumstances exist that are defined at the time of Punch List creation, Contractor shall achieve Final Completion within 45 days of Substantial Completion.
- 17.10.2. Final Inspection. When Contractor considers all of the Punch List Work to be complete, Contractor shall notify City which shall inspect such Work.
- 17.10.3. Final Application for Payment. If City finds the Punch List Work complete and acceptable under the Contract Documents, City shall notify Contractor, who shall then submit its Final Application for Payment.
- 17.10.4. Payment of Retainage. City shall make payment of retainage applying to such Work or designated portion thereof after receiving all Close Out Documentation, an affidavit that bills for indebtedness connected with the Work for which City's property might be encumbered have been satisfied; a certificate to indicate that insurance required by the Contract Documents shall remain in force after final payment is in effect and will not be cancelled or expire until thirty (30) days' prior written notice is given to City and that Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents; the consent of surety to final payment; and valid waivers of all construction lien claims, bond claims, and other claims by Contractor and each subcontractor in a form acceptable to City.

- 17.10.5. Bond in Lieu of Waiver. If a subcontractor refuses to furnish a release or waiver required by City, Contractor may furnish a bond satisfactory to City to indemnify City against such lien. If such lien remains unsatisfied after payments are made, Contractor shall refund to City all money that City may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.
- 17.10.6. Delay in Final Completion. City shall make payment of the balance due for any portion of the Work fully completed and accepted if final completion is materially delayed through no fault of Contractor or by issuance of Change Orders affecting final completion. In the event that final completion is not accomplished within thirty (30) days after the date of Substantial Completion due to any fault of Contractor, City may withhold from the final payment 150 percent of the reasonable cost to complete the unfinished Work and to attain final completion. In the event Contractor fails to complete the Work necessary to attain final completion after forty five (45) days from Substantial Completion, City may, without waiving other remedies it may have, complete the Work and deduct the actual cost thereof from the funds withheld.
- 17.10.7. Contractor's Waiver of Claims. Contractor's acceptance of final payment constitutes a waiver of claims except those previously made in writing and identified by Contractor as unsettled at the time of final Application for Payment.

18. INDEMNITY AND LIABILITY.

- 18.1. To the fullest extent permitted by Oregon law, Contractor shall indemnify, defend with legal counsel reasonably acceptable to City, and hold harmless City and its consultants and separate contractors, and their respective council members, board members, officers, representatives, agents, trustees, volunteers, and employees, in both individual and official capacities ("Indemnitees"), against all suits, claims, damages, losses, and expenses, including but not limited to attorney's fees, caused by, arising out of, resulting from, or incidental to, the performance of the Work under this Contract by Contractor, its subcontractors, vendors, or suppliers, including, without limitation, any such suit, claim, damage, loss, or expense attributable to, without limitation, bodily injury, sickness, disease, death, alleged patent violation or copyright infringement, or to injury to or destruction of tangible property (including damage to the Work itself) including the loss of use resulting therefrom, except to the extent caused by the sole negligence, active negligence, or willful misconduct of the Indemnitees, and/or to any extent that would render these provisions void or unenforceable. This agreement and obligation of Contractor will not be construed to negate, abridge, or otherwise reduce any right or obligation of indemnity that would otherwise exist as to any party or person described herein. This indemnification, defense, and hold harmless obligation includes any failure or alleged failure by Contractor to comply with any provision of law, any failure or alleged failure to timely and properly fulfill all of its obligations under the Contract Documents in strict accordance with their terms.
- 18.2. Contractor shall fully indemnify, defend, and hold harmless City, and each person, entity, firm, or agency that owns or has any interest in adjacent property in any action arising out of any agreement between Contractor and adjacent property owners that is made for the purpose of entering upon the adjacent property to perform the Work. Contractor shall obtain City's approval of the form and content of the agreement prior to the commencement of any Work on or about the adjacent property.

- 18.3. Severability of Indemnity Provisions. Contractor shall give prompt notice to City in the event of any injury (including death), loss, or damage included herein. Without limitation of the provisions herein, if Contractor's agreement to indemnify, defend, and hold harmless the Indemnitees as provided herein against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of any of the Indemnitees will to any extent be or be determined to be void or unenforceable, it is the intention of the parties that these circumstances will not otherwise affect the validity or enforceability of Contractor's agreement to indemnify, defend, and hold harmless the rest of the Indemnitees, as provided herein, and in the case of any such suits, claims, damages, losses, or expenses caused in part by the default, negligence, or act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, and in part by any of the Indemnitees, Contractor shall be and remain fully liable on its agreements and obligations herein to the full extent permitted by law.
- 18.4. In any and all claims against any of the Indemnitees by any employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, Contractor's indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts, unless it is limited by ORS 30.140.
- 18.5. Contractor's defense and indemnification obligations survive the completion of Work, including any warranty period and/or termination of this Contract.
19. **SECURITY.**
- 19.1. Security. Contractor shall not use or disturb City's property, materials or documents except for the purpose of responding to City's request for proposal or invitation to bid or pursuant to completion of the Work under this Contract. Contractor shall treat all documents as confidential and shall not disclose such documents without approval from City. Any unauthorized disclosure of documents or removal of City property will be deemed a substantial breach of this Contract. Contractor shall bear sole responsibility for any liability including, but not limited to, attorneys' fees, resulting from any action or suit brought against City as a result of Contractor's willful or negligent release of information, documents, or property contained in or on City property. City hereby deems all information, documents, and property contained in or on City property privileged and confidential.
- 19.2. Employee Removal. At City's request, Contractor shall immediately remove any employee from all City properties in cases where City determines in its sole discretion that removal of that employee is in City's best interests.

20. MISCELLANEOUS PROVISIONS.

- 20.1. Non-Appropriation; Adequate Funding. City shall, at Contractor's written request, prior to commencement of Work, provide Contractor with reasonable evidence that financial arrangements have been made to fulfill City's obligations under the Contract. If payment for Work under this Contract extends into City's next fiscal year, City's obligation to pay for such Work is subject to approval of future city council appropriations to fund this Contract. Continuation of this Contract at specified levels is specifically conditioned on adequate funding under City's budget adopted in June of each year. City may adjust the Work provided for in this Contract in accordance with funding levels adopted by the City Council.
- 20.2. Law and Venue. Any dispute under this Contract or related to this Contract is governed by all provisions of the Oregon Constitution and laws of Oregon governing, controlling, or affecting City, or the property, funds, operations, or powers of City, which are incorporated herein by reference. This Contract is deemed to include any provision that the law requires to be included. Any litigation arising out of this Contract shall be conducted in in the Circuit Court for Washington County, Oregon. The Contractor consents to the personal jurisdiction of this court.
- 20.3. Severability. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions are not affected, and the rights and obligations of the parties are construed and enforced as if this Contract did not contain the particular term or provision held to be invalid.
- 20.4. No Waiver. The failure of City in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option herein conferred is not a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion. No action or failure to act by City, Architect, or Construction Manager waives any right or duty afforded City under this Contract, nor does action or failure to act constitute an approval of or acquiescence in any breach, except as specifically agreed in writing.
- 20.5. Non-discrimination. Contractor shall comply with all applicable federal, state and local laws, rules and regulations regarding nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, or disability.
- 20.6. No Third Party Beneficiaries. City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract provides any benefit or right, directly or indirectly, to third persons unless they are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract. The Contract Documents shall not be construed to create a contractual relationship of any kind: (a) between Contractor and City's representatives or consultants, (b) between City and a subcontractor or a sub-subcontractor, (c) between City and a supplier; or (d) between any persons or entities other than City and Contractor.

- 20.7. Media Contacts. Contractor shall issue no news release, press release, or other statement to members of the news media or any other publication regarding this Agreement or the Project within one (1) year of Project completion without City's prior written authorization. Contractor shall not post or publish any textual or visual representations of the Project without approval of City.
- 20.8. Successors in Interest. This Contract will bind, and inure to the benefit of, the parties, their successors, and approved assigns, if any.
- 20.8.1. Contractor shall not assign all or any part of this Contract including, without limitation, any services or money to become due under this Contract without the prior written consent of City. Assignment without City's prior written consent is null and void. Any assignment of money due or to become due under this Contract is subject to a prior lien for services rendered or material supplied for performance of Work called for under this Contract in favor of all persons, firms, or corporations rendering services or supplying material to the extent that claims are filed pursuant to Oregon law, and is also subject to deductions for liquidated damages or withholding of payments as determined by City in accordance with this Contract. Contractor shall not assign or transfer in any manner to a subcontractor or supplier the right to prosecute or maintain an action against City.
- 20.8.2. Contractor shall first notify City prior to any change in the name or legal nature of Contractor's entity. City shall determine if Contractor's intended change is permissible while performing this Contract.
- 20.9. Liquidated Damages.
- 20.9.1. Failure to complete the Project by the specified time will result in damages to the City. The parties to this Contract agree that establishing the exact amount of damages the City will incur will be difficult. In order to compensate the City, the parties to this Contract have estimated the amount the City would be damaged for every calendar day completion is delayed. Consequently, the Contractor agrees to pay the City the sum of \$500 per calendar day, not as a penalty but as liquidated damages, for each day elapsed beyond the Substantial Completion date set forth in the bid document. The total liquidated damages shall be deducted from the final payment due the Contractor. The City may waive its right to claim part or all of the liquidated damages due under this provision, but such full or partial waiver shall not negate or abridge any other right of action the City may have to enforce the provisions of this Contract. Contractor will not contest such sums as being other than a reasonable measure of delay damages in the event those damages become payable under these provisions.
- 20.10. Workers' Compensation.

20.10.1. All employers, including Contractor, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. This shall include Employer's Liability Insurance with coverage limits of not less than \$1,000,000 for each accident. Contractors who perform the Work without the assistance or labor of any employee need not obtain such coverage if the Contractor certifies so in writing. Contractor shall ensure that each of its Subcontractors complies with these requirements. The Contractor shall require proof of such Workers' Compensation by receiving and keeping on file a certificate of insurance from each Subcontractor or anyone else directly employed by either the Contractor or its Subcontractors.

DRAFT

EXHIBIT B
PUBLIC IMPROVEMENT CONTRACT
INSURANCE REQUIREMENTS

1. ADDITIONAL INSURANCE.

Contractor shall maintain all insurances required of it by law. In addition, the Contractor shall maintain the following:

- 1.1. Required Coverage. Without waiver of any other requirement of the Contract Documents, the Contractor will provide, pay for, and maintain in full force and effect at all times during the performance of the Work until final acceptance of the Work or for such further duration as required, the following policies of insurance issued by a responsible carrier. All of the Contractor's insurance carriers shall be rated A VII or better by A.M. Best's rating service, unless otherwise approved by the City.
 - 1.1.1. Workers' Compensation. Workers' compensation coverage sufficient to meet statutory liability limits.
 - 1.1.2. Employer's Liability. The Contractor shall purchase and maintain employer's liability insurance in addition to its workers' compensation coverage with at least the minimum limits in section 1.2 below.
 - 1.1.3. Commercial General Liability. The Contractor shall purchase and maintain commercial general liability ("CGL") insurance for off-site exposures on an occurrence basis, written on ISO Form CG 00 01 (12/04 or later) or an equivalent form approved in advance by the City. CGL coverage shall include all major coverage categories including bodily injury, property damage and products/completed operations coverage. The CGL insurance will also include the following: (1) separation of insureds; (2) incidental medical malpractice; and (3) per-project aggregate for premises operations.
 - 1.1.4. Professional Liability/Errors and Omissions. To the extent that the Contractor accepts design or design/build responsibilities, the Contractor shall purchase and maintain professional liability/errors and omissions insurance or cause those Subcontractors providing design services do so.
 - 1.1.5. Automobile Liability. The Contractor shall purchase and maintain automobile liability insurance with coverage for owned, hired, and non-owned vehicles on ISO form CA 00 01 or an equivalent form approved in advance by the City. The automobile liability insurance shall include pollution liability coverage resulting from vehicle overturn and collision.

- 1.2. Limits. The insurance required by this exhibit shall be written for at least the limits of liability specified in this Section or required by law, whichever is greater.

Workers' Compensation Statutory Limits

Employer's Liability

Each Accident:	\$1,000,000
Each Bodily Injury Disease:	\$1,000,000
Aggregate Bodily Injury Disease:	\$1,000,000

Commercial General Liability

Each Occurrence:	\$1,000,000
General Aggregate:	\$2,000,000
Product/Completed Operations:	\$2,000,000
Personal & Advertising Injury:	\$1,000,000
Fire Damage Limit:	\$100,000
Medical Expense Limit:	\$5,000
Automobile Liability	
Combined Single Limit:	\$1,000,000

Professional Liability/Errors & Omissions

Single Limit:	\$1,000,000
Aggregate:	\$1,000,000

- 1.3. Additional Insureds. The Contractor's third-party liability insurance policies shall include the City and its officers, employees, and agents as additional insureds. The policy endorsement must extend premises operations and products/completed operations to the additional insureds. The additional insured endorsement for the CGL insurance must be written on ISO Form CG 20 10 (11/85), a CG 20 37 (07/04) together with CG 20 33 (07/04), or the equivalent; but shall not use the following forms: CG 20 10 (10/93) or CG 20 10 (03/94).
- 1.4. Joint Venture. If the Contractor is a joint venture, the joint venture shall be a named insured for the liability insurance policies.
- 1.5. Primary Coverage. The Contractor's insurance shall be primary insurance coverage and may not seek contribution from any insurance or self-insurance carried by the City or the Architect including any property damage coverage carried by the City. Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought. The Contractor's insurance shall not include any cross-suit exclusion or preclude an additional insured party from asserting a claim as a third party.
- 1.6. Contractor's Failure to Maintain Insurance. If the Contractor for any reason fails to maintain required insurance coverage, such failure shall be deemed a material breach of the Contract and the City, at its sole discretion, may suspend or terminate the Contract pursuant to Section 108.11 of the General Conditions. The City may, but has no obligation to, purchase such required insurance, and without further notice to the Contractor, the City may deduct from the Contract Total any premium costs advanced by the City for such insurance. Failure to maintain the insurance coverage required by this exhibit shall not waive the Contractor's obligations to the City.

- 1.7. Certificates of Insurance. Prior to commencement of the Work, and before bringing any equipment or construction equipment on to the project site, the Contractor shall provide Certificates of Insurance, to the City Representative, for the insurance policies required by this contract.
- 1.7.1. Additional Certificates. To the extent that the Contractor's insurance coverage's are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment. Information concerning reduction of coverage on account of revised limits or claims paid under the general aggregate, or both, shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.
- 1.7.2. Prohibition Until Certificates Received. The City shall have the right, but not the obligation, to prohibit the Contractor and its Subcontractors from entering the Project site until the required certificates (or other competent evidence that insurance has been obtained in complete compliance with this exhibit) are received and approved by the OCIP Administrator and or City.
- 1.7.3. Deductibles/Self-Insured Retentions. Payment of deductibles or self-insured retentions is a Cost of the Work within the Guaranteed Maximum Price and does not justify a Change Order. Satisfaction of all self-insured retentions or deductibles will be the sole responsibility of the Contractor.
- 1.8. Subcontractors Insurance. The Contractor shall cause each Subcontractor to purchase and maintain in full force and effect policies of insurance as specified in this exhibit, except for coverage limits, which will be agreed upon between the City and the Contractor. The Contractor will be responsible for the Subcontractors' coverage if the Subcontractors fail to purchase and maintain the required insurance. When requested by the City, the Contractor will furnish copies of certificates of insurance establishing coverage for each Subcontractor.
- 1.9. Limitations on Coverage.
- 1.9.1. No insurance provided by the Contractor under this exhibit will be required to indemnify the City, the Architect, or their employees or agents to the extent of liability for death or bodily injury to persons or damage to property caused in whole or in part by their own negligence, but will require indemnity to the extent of the fault of the Contractor or its agents, representatives, or Subcontractors.
- 1.9.2. The obligations of the Contractor under this exhibit shall not extend to the liability of the Architect or its consultants for (1) the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs, or specifications, or (2) the giving or failure to give directions or instructions, to the extent that the directions, or failure to provide directions, are the cause of the injury or damage.
- 1.9.3. By requiring insurance, the City does not represent that coverage and limits will necessarily be adequate to protect the Contractor. Insurance in effect or procured by the Contractor will not reduce or limit the Contractor's contractual obligations to indemnify and defend the City for claims or suits that result from or are connected with the performance of the Contract.

2. PROPERTY INSURANCE.

- 2.1. Builder's Risk: (For new construction or building additions) During the term of this Contract, the Contractor shall maintain in force, at its own expense, Builder's Risk insurance on an all risk form, including earthquake and flood, for an amount equal to the full amount of the Contract. Any deductible shall not exceed \$50,000 for each loss, except the earthquake and flood deductible shall not exceed 2 percent of each loss or \$50,000, whichever is more. The policy will include as loss payees the City, the Contractor and its Subcontractors as their interests may appear.
- 2.2. Builder's Risk Installation Floater: (For other than new construction) The Contractor shall obtain, at the Contractor's expense, and keep in effect during the term of this Contract, a Builder's Risk Installation Floater for coverage of the Contractor's labor, materials and equipment to be used for completion of the Work performed under this Contract. The minimum amount of coverage to be carried shall be equal to the full amount of the Contract. This insurance shall include as loss payees the City, the Contractor and its Subcontractors as their interests may appear.
- 2.3. Such insurance shall be maintained until the City has occupied the facility.
- 2.4. Contractor must provide insurance for its own machinery, tools, equipment, or supplies that are not to become a part of the Project.

Oregon Bureau of Labor and Industries

Prevailing Wage Rates for Public Works Contracts



Christina E. Stephenson
Labor Commissioner
Rates Effective January 5, 2026



CHRISTINA E. STEPHENSON
Labor Commissioner

Item # 3.

In this rate book are the new prevailing wage rates for Oregon non-residential public works projects, effective January 5, 2026.

Prevailing wage rates are the minimum hourly wages that must be paid to all workers employed on all public works projects. Thank you for your engagement in the process and commitment to Oregon law.

Our team is ready to help support you with any questions you have. We also offer regular, free, informational seminars and webinars for contractors and public agencies. Contact us at PWR.Email@boli.oregon.gov or (971) 245-3844.

Christina E. Stephenson
Labor Commissioner

More information about prevailing wage rates:

The Oregon Bureau of Labor & Industries publishes the prevailing wage rates (PWR) that are required to be paid to workers on non-residential public works projects in Oregon.

Separate documents, [Definitions of Covered Occupations for Public Works Contracts in Oregon](#), provide occupational definitions used to classify the duties performed on public works projects. These definitions are used to find the correct prevailing wage rate.

The rate book and definition publications are available online at <https://www.oregon.gov/boli>, as well as additional information, supporting documents, and forms.

Please contact us at PWR.Email@boli.oregon.gov or (971) 245-3844, for additional information such as:

- Applicable prevailing wage rates for projects (Generally, the rates in effect at the time the bid specifications are first advertised are those that apply for the duration of the project.)
- Federal Davis-Bacon rates (In cases where projects are subject to both state PWR and federal Davis-Bacon rates, the higher wage must be paid.)
- Required PWR provisions for specifications and contracts
- Apprenticeship rates



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JANUARY 5, 2026

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Finding the Correct Prevailing Wage Rate..... 3
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Forms necessary to comply with ORS 279C.800 through ORS 279C.870 can be found on our website at <https://www.oregon.gov/boli/employers/Pages/prevailing-wage.aspx>. Contractors are encouraged to use and keep on file the forms provided as master copies for use on future prevailing wage rate projects.

All of the information in this booklet can be accessed and printed from the Internet at: www.oregon.gov/BOLI

Pursuant to ORS 279C.800 to ORS 279C.870, the prevailing wage rates contained in this booklet have been adopted for use on public works contracts in Oregon.

Required Postings for Prevailing Wage Contractors and Subcontractors

PREVAILING WAGE RATES

Every contractor and subcontractor engaged in work on a public works must post the applicable prevailing wage rates for that project in an obvious place on the worksite, so workers have ready access to the information.

DETAILS OF FRINGE BENEFIT PROGRAMS

When a contractor or subcontractor provides or contributes to a health and welfare plan or a pension plan, or both, for employees who are working on a public works project, the details of all fringe benefit plans or programs must be posted on the worksite.

The posting must include a description of the plan or plans, information about how and where claims can be made and where to obtain more information. The notice must be posted in an obvious place on the work site in the same location as the prevailing wage rates.

WORK SCHEDULE

Contractors and subcontractors must give workers their regular work schedule (days of the week and number of hours per day) in writing before beginning work on the project.

Contractors and subcontractors may provide the schedule at the time of hire, prior to starting work on the contract, or by posting the schedule in a location frequented by employees, along with the prevailing wage rate information and any fringe benefit information.

If an employer fails to give written notice of the worker's schedule, the work schedule will be presumed to be a five-day schedule. The schedule may only be changed if the change is intended to be permanent and is not designed to evade the PWR overtime requirements.

*ORS 279C.840(4); OAR 839-025-0033(1). ORS 279C.840(5); OAR 839-025-0033(2).
ORS 279C.540(2); OAR 839-025-0034.*

PUBLIC WORKS BONDS

Every contractor and subcontractor who works on public works projects subject to the prevailing wage rate (PWR) law is required to file a \$30,000 **“PUBLIC WORKS BOND”** with the Construction Contractors’ Board (CCB). This includes flagging and landscaping companies, temporary employment agencies, and sometimes sole proprietors.

The key elements of ORS 279C.830(2) and ORS 279C.836 specify that:

- Specifications for every contract for public works must contain language stating that the contractor and every subcontractor must have a public works bond filed with the CCB before starting work on the project, unless otherwise exempt.
- Every contract awarded by a contracting agency must contain language requiring the contractor:
 - To have a public works bond filed with the CCB before starting work on the project, unless otherwise exempt; and
 - To include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the CCB before starting work on the project unless otherwise exempt
- Every subcontract that a contractor or subcontractor awards in connection with a public works contract between a contractor and a public agency must require any subcontractor to have a public works bond filed with the CCB before starting work on the public works project, unless otherwise exempt.
- Before permitting a subcontractor to start work on a public works project, contractors must first verify their subcontractors either have filed the bond or have elected not to file a public works bond due to a bona fide exemption.
- The PWR bond is to be used exclusively for unpaid wages determined to be due by the Bureau of Labor & Industries.
- The bond is in effect continuously (you do not have to have one per project).
- A public works bond is in addition to any other required bond the contractor or subcontractor is required to obtain.

Exemptions:

- Allowed for a disadvantaged business enterprise, a minority-owned business, woman-owned business, a business that a service-disabled veteran owns, or an emerging small business certified under ORS 200.055, for the first FOUR years of certification;
 - Exempt contractor must still file written verification of certification with the CCB and give the CCB written notice that they elect not to file a bond.
 - The prime contractor must give written notice to the public agency that they elect not to file a public works bond.
 - Subcontractors must give written notice to the prime contractor that they elect not to file a public works bond.
- For projects with a total project cost of \$100,000 or less, a public works bond is not required. (Note this is the total project cost, not an individual contract amount.)
- Emergency projects, as defined in ORS 279A.010(f).

PREVAILING WAGE RATES

FINDING THE CORRECT PREVAILING WAGE RATE

To find the correct rate(s) required on your public works project, you will need:

- the date the project was first advertised for bid
- the county your project is in
- the duties of workers on the job

Generally, the rate you should look for is based on the date the project was first advertised for bid. (See OAR 839-025-0020(8) for information about projects that contract through a CM/GC, or contract manager/general contractor.)

The Labor Commissioner must establish the prevailing rate of wage for each region as defined in law. (See ORS 279C.800.) A map of these regions can be found on [BOLI's website](#).

To find the correct rate in this rate book:

1. *Determine the duties that are being performed by each worker.* Use the booklet *Definitions of Covered Occupations* to find the definition that most closely matches the actual work performed by the worker. You can find this publication online at <https://www.oregon.gov/boli/employers/Pages/occupational-definitions.aspx>.
2. *Find the correct occupation in the "Prevailing Wage Rate for Public Works Contracts" below.* The prevailing wage rate is made up of an hourly base rate and an hourly fringe rate. The combination of these two amounts must be paid to each worker. Watch for possible zone differential, shift differential, and/or hazard pay. If the occupation lists different rates for different Areas of the state, locate the Area that includes the county where the project is located.

Apprentices must be paid consistent with their registered apprenticeship program standard. You can find apprenticeship rates on our website at <https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>. You may also contact the agency to confirm the correct apprenticeship rate.

The "Prevailing Wage Rate Laws" handbook provides specific information and answers questions regarding prevailing wage laws and is available on our website at <https://www.oregon.gov/boli/employers/Documents/2024%20PWR%20Law%20book%20-%20FINAL.pdf>.

If you have any questions about any of this information, please contact the Bureau of Labor & Industries at PWR.Email@boli.oregon.gov or (971) 245-3844.

Prevailing Wage Rates by Occupations—Table of Contents

Using the booklet, [Definitions of Covered Occupations](#), find the definition and group number, if applicable, that most closely matches the actual work being performed by the worker.

[Asbestos Worker/Insulator](#) [5](#)

[Boilermaker](#) [5](#)

[Bricklayer/Stonemason](#) [5](#)

[Bridge and Highway Carpenter \(See Carpenter Group 5\)](#) [5](#)

[Carpenter](#) [5](#)

[Cement Mason](#) [6](#)

[Diver](#) [7](#)

[Diver Tender](#) [7](#)

[Dredger](#) [7](#)

[Drywall, Lather, Acoustical Carpenter & Ceiling Installer](#) [8](#)

[Drywall Taper \(See Painter & Drywall Taper\)](#) [17](#)

[Electrician](#) [9](#)

[Elevator Constructor, Installer and Mechanic](#) [13](#)

[Fence Constructor \(Non-Metal\)](#) [13](#)

[Fence Erector \(Metal\)](#) [13](#)

[Flagger \(Laborer Group 1\)](#) [14](#)

[Glazier](#) [13](#)

[Hazardous Materials Handler](#) [13](#)

[Highway/Parking Striper](#) [13](#)

[Ironworker](#) [14](#)

[Laborer](#) [14](#)

[Landscape Laborer/Technician](#) [15](#)

[Limited Energy Electrician](#) [15](#)

[Line Constructor](#) [17](#)

[Marble Setter](#) [17](#)

[Millwright Group 1 \(See Carpenter Group 3\)](#) [5](#)

[Painter & Drywall Taper](#) [18](#)

[Piledriver \(See Carpenter Group 6\)](#) [5](#)

[Plasterer and Stucco Mason](#) [18](#)

[Plumber/Pipefitter/Steamfitter](#) [18](#)

[Power Equipment Operator](#) [19](#)

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[Sheet Metal Worker](#) [22](#)

[Soft Floor Layer](#) [24](#)

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[Tender to Mason Trades \(Brick and Stonemason, Mortar Mixer, Hod Carrier\)](#) [24](#)

[Tender to Plasterer and Stucco Mason](#) [25](#)

[Testing and Balancing \(TAB\) Technician](#) [25](#)

[Tile Setter/Terrazzo Worker: Hard Tile Setter](#) [25](#)

[Tile, Terrazzo, and Marble Finisher](#) [25](#)

[Truck Driver](#) [26](#)

ASBESTOS WORKER/INSULATOR

62.02 25.42

Firestop Containment

48.74 18.89

BOILERMAKER

45.33 32.22

BRICKLAYER/STONEMASON

49.60 25.92

This trade is tended by "Tenders to Mason Trades."
Add \$1.00 per hour to base rate for refractory repair work.

CARPENTER

Zone A (Base Rate)

Group 1	54.69	16.81
Group 2	54.86	16.81
Group 3 (Millwrights)	61.57	22.38
Group 4	Eliminated	
Group 5 (Bridge & Highway)	56.06	16.81
Group 6 (Piledrivers)	56.06	16.81

Zone Differential for Carpenters - Add to Zone A Base Rate

- Zone B **1.25** per hour
- Zone C **1.70** per hour
- Zone D **2.00** per hour
- Zone E **3.00** per hour
- Zone F **5.00** per hour
- Zone G **10.00** per hour

- Zone A: Projects located within 30 miles of the respective city hall of the cities listed.
- Zone B: More than 30 miles but less than 40 miles.
- Zone C: More than 40 miles but less than 50 miles.
- Zone D: More than 50 miles but less than 60 miles.
- Zone E: More than 60 miles but less than 70 miles.
- Zone F: More than 70 miles but less than 100 miles.
- Zone G: More than 100 miles.

Reference Cities for Group 1 and 2 Carpenters

Albany	Coos Bay	Klamath Falls	Newport	Roseburg
Astoria	Eugene	La Grande	Ontario	Salem
Baker City	Goldendale	Lakeview	Pendleton	The Dalles
Bend	Grants Pass	Longview	Portland	Tillamook
Brookings	Hermiston	Madras	Port Orford	Vancouver
Burns	Hood River	Medford	Reedsport	

See more information on Reference Cities for Zone Differential and Premium Pays on page 6.

CARPENTER (continued)

Reference Cities for Group 3 Carpenters

Eugene	Medford	Portland	Vancouver
Longview	North Bend	The Dalles	

Reference Cities for Group 5 and 6 Carpenters

Bend	Longview	North Bend
Eugene	Medford	Portland

Note: All job or project locations shall be computed (determined) on the basis of road miles and in the following manner. A mileage measurement will start at the entrance to the respective city hall, facing the project (if possible), and shall proceed by the normal route (shortest time--best road via Google Maps) to the geographical center on the highway, railroad, and street construction projects (end of measurement). On all project contracts, the geographical center where the major portion of the construction is located, shall be considered the center of the project (end measurement).

Group 1, 2, 5, and 6:

Welders shall receive a 5% premium per hour based on their Group's journeyman wage rate, with an 8-hour minimum.

Group 1, 2, and 3:

When working with toxic treated wood, workers shall receive \$.25/hour premium pay for minimum of eight (8) hours.

Group 5 and 6:

When working with creosote and other toxic treated wood, workers shall receive \$.25/hour premium pay for minimum of eight (8) hours.

Group 6:

When working in sheet pile coffer dams or cells up to the external water level, workers shall receive \$.15/hour premium pay for minimum of eight (8) hours.

CEMENT MASON

This trade is tended by "Concrete Laborer."

Group 1	46.13	22.31
Group 2	47.09	22.31
Group 3	47.09	22.31
Group 4	48.05	22.31

Zone Differential for Cement Mason - Add to Basic Hourly Rate

- Zone A: **3.00** per hour
- Zone B: **5.00** per hour
- Zone C: **10.00** per hour

- Zone A: Projects located 60-79 miles of the respective city hall of the Reference Cities listed below .
- Zone B: Projects located 80-99 miles of the respective city hall of the Reference Cities listed below.
- Zone C: Projects located 100 or more miles of the respective city hall of the Reference Cities listed below.

See more information on Reference Cities for Zone Differential on page 7.

CEMENT MASON (continued)

Reference Cities for Cement Mason

Bend	Eugene	Pendleton	Salem	Vancouver
Corvallis	Medford	Portland	The Dalles	

When a contractor takes employees to a project that is located more than 59 miles from the city hall of the Reference City that is closest to the contractor’s place of business, Zone Pay is to be paid for the distance between the city hall of the identified Reference City and the project site.

Note: All miles are to be determined on the basis of road miles using the normal route (shortest time – best road), from the city hall of the Reference City closest to the contractor’s place of business and the project.

DIVER & DIVER TENDER

Zone 1 (Base Rate)

DIVER	108.33	20.40
DIVER TENDER	64.32	20.40

Any Diver or Diver’s Tender working on a project more than 50 miles from Portland, OR city hall shall receive forty dollars (\$40.00) per day in addition to their regular pay. Miles are calculated via the “shortest route” filter using Google Maps from Portland, OR city hall or the employee’s primary residence; whichever one is closer

Diver Depth Pay:

Depth Below Water Surface (FSW)	Daily Depth Pay
50-100 ft.	2.00 per foot over 50 feet
101-150 ft.	3.00 per foot over 100 feet
151-220 ft.	4.00 per foot over 150 feet
Over 220 ft.	5.00 per foot over 220 feet

The actual depth in FSW shall be used in determining depth premium.

Diver Enclosure Pay (working without vertical escape):

Distance Traveled in the Enclosure	Daily Enclosure Pay
0 – 25ft.	N/C
25 – 300 ft.	1.00 per foot from the entrance
300 – 600 ft.	1.50 per foot beginning at 300 ft.
Over 600 ft.	2.00 per foot beginning at 600 ft.

DREDGER

Zone A (Base Rate)

Leverman (Hydraulic & Clamshell)	58.75	16.95
Assistant Engineer (Watch Engineer, Mechanic Machinist)	55.59	16.95
Tenderman (Boatman Attending Dredge Plant), Fireman	54.10	16.95
Fill Equipment Operator	52.93	16.95
Assistant Mate	50.23	16.95

See more information on Zone Differential on page 8.

DREDGER (continued)

Zone Differential for Dredgers – Add to Zone A Base Rate

Zone B: **3.00** per hour
Zone C: **6.00** per hour

Zone mileage based on road miles:

Zone A: Center of jobsite to no more than 30 miles from the **City Hall of Portland**.
Zone B: More than 30 miles but not more than 60 miles.
Zone C: Over 60 miles.

DRYWALL, LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER

1. DRYWALL INSTALLER	54.49	17.01
2. LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER	54.49	17.01

Zone Differential for Lather, Acoustical Carpenter & Ceiling Installer

Zone mileage based on road miles:

Zone B 61-80 miles **6.00** per hour
Zone C 81-100 miles **9.00** per hour
Zone D 101 or more **12.00** per hour

The correct transportation allowance shall be based on AAA road mileage from the City Hall of the transportation reference cities listed herein.

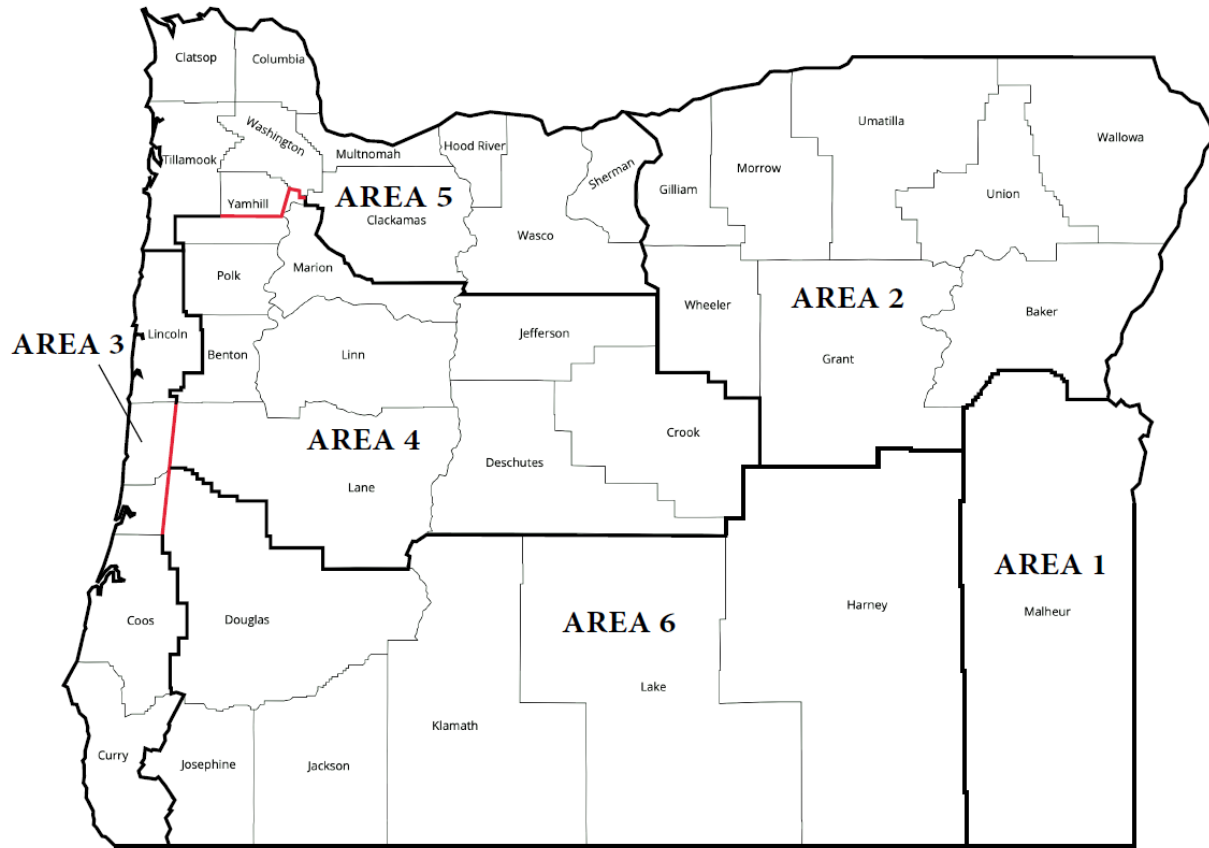
Reference Cities for Drywall, Lather, Acoustical Carpenter & Ceiling Installer

Albany	Bend	Grants Pass	Medford	Portland	Seaside
Astoria	Brookings	Hermiston	Newport	Reedsport	The Dalles
Baker	Coquille	Klamath Falls	North Bend	Roseburg	Tillamook
Bandon	Eugene	Kelso-Longview	Pendleton	Salem	Vancouver

Certified welders shall receive 5% over the base wage rate, with an eight (8) hour minimum.

ELECTRICIAN

Electrician/Limited Energy Electrician Area Map



Note: If you are unable to determine the area of a project located on or near the cross-county boundaries marked in red on the map, call or email the BOLI Prevailing Wage Rate Coordinator at (971) 245-3844 or PWR_email@boli.oregon.gov.

Area 1

Electrician	45.33	20.41
Wireman Welder/Cable Splicer	49.86	20.66

Reference County

Malheur

Shift Differential*

- 1st Shift “day”: Between the hours of 8:00am and 4:30pm – 8 hours pay for 8 hours work
- 2nd Shift “swing”: Between the hours of 4:30pm and 1:00am – 8 hours pay for 8 hours work plus 10% for all hours worked
- 3rd Shift “graveyard”: Between the hours of 12:30am and 9:00am – 8 hours pay for 8 hours work plus 15% for all hours worked.

* The Employer shall be permitted to adjust the starting hours of the shift by up to two (2) hours.

Work will be paid at time and one half the regular rate: (1) When workmen are under compressed air or where gas masks are required; (2) When working tunnels or shafts where danger of falling rocks or other debris exists; and (3) When working from suspended or swinging scaffolds or boson’s chairs.

ELECTRICIAN (continued)

Area 2

Electrician	60.00	27.78
Cable Splicer	63.00	27.87
Certified Welder	75.00	28.23
Material Handler	36.00	20.76

Reference Counties

Baker	Grant	Umatilla	Wallowa
Gilliam	Morrow	Union	Wheeler

Add 50% of the base rate when workers are required to work under the following conditions:

- 1) Under compressed air with atmospheric pressure exceeding normal pressure by at least 10%.
- 2) From trusses, swing scaffolds, bosun’s chairs, open platforms, unguarded scaffolds, open ladders, frames, tanks, stacks, silos and towers where the workman is subject to a direct fall of (a) more than 60 feet or (b) into turbulent water under bridges, powerhouses or spillway faces of dams.

Area 3

Electrician	53.20	29.01
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Reference Counties

Coos	Douglas (a)	Lincoln
Curry	Lane (a)	

(a) Those portions of Lane and Douglas counties lying **west** of the red line on the Electrician Area Map posted above.

Shift Differential*

- 1st Shift “day”: Between the hours of 8:00am and 4:30pm – 8 hours pay for 8 hours work
- 2nd Shift “swing”: Between the hours of 4:30pm and 1:00am – 8 hours pay for 8 hours work plus 17% for all hours worked
- 3rd Shift “graveyard”: Between the hours of 12:30am and 9:00am – 8 hours pay for 8 hours work plus 31% for all hours worked.

* The Employer shall be permitted to adjust the starting hours of the shift by up to two (2) hours.

When workers are required to work under compressed air or where gas masks are required, or to work from trusses, all scaffolds including mobile elevated platforms, any temporary structure, bosun’s chair or on frames, stacks, towers, tanks, within 15’ of the leading edges of any building at a distance of:

50 – 75 feet to the ground	Add 1 ½ x the base rate
75+ feet to the ground	Add 2 x the base rate

High Time is not required to be paid on any permanent structure with permanent adequate safeguards (handrails, mid-rails, and toe guards). Any vehicle equipped with outriggers are exempted from this section.

ELECTRICIAN (continued)

Area 4

Electrician	59.34	26.17
Cable Splicer	65.27	26.35
Lighting Maintenance/Material Handler	31.60	11.45

Reference Counties for Area 4

Benton	Jefferson	Marion
Crook	Lane (b)	Polk
Deschutes	Linn	Yamhill (c)

(b) Those portions of Lane and Douglas counties lying **east** of the red line on the Electrician Area Map posted above.

(c) The portion of Yamhill county lying **south** of the red line on the Electrician Area Map posted above.

Shift Differential*

- 1st Shift “day” Between the hours of 8:00am and 4:30pm – 8 hours pay for 8 hours work
- 2nd Shift “swing” Between the hours of 4:30pm and 1:00am – 8 hours pay for 8 hours work plus 17% for all hours worked
- 3rd Shift “graveyard” Between the hours of 12:30am and 9:00am – 8 hours pay for 8 hours work plus 31.4% for all hours worked.

* The Employer shall be permitted to adjust the starting hours of the shift by up to two (2) hours.

Area 5

Electrician	65.50	34.04
Electrical Welder	72.05	34.23
Material Handler/Lighting Maintenance	37.34	24.08

Reference Counties

Clackamas	Hood River	Tillamook	Yamhill (d)
Clatsop	Multnomah	Wasco	
Columbia	Sherman	Washington	

(d) The portion of Yamhill County lying **north** of the red line on the Electrician Area Map posted above.

Shift Differential*

- 1st Shift “day” Between the hours of 7:00am and 5:30pm – 8 hours pay for 8 hours work
- 2nd Shift “swing” Between the hours of 4:30pm and 3:00am – 8 hours pay for 8 hours work plus 17.3% for all hours worked
- 3rd Shift “graveyard” Between the hours of 12:30am and 11:00am – 8 hours pay for 8 hours work plus 31.4% for all hours worked.

* The Employer shall be permitted to adjust the starting hours of the shift by up to two (2) hours.

See more information about Zone Pay on page 12.

ELECTRICIAN (continued)

Zone Pay for Area 5 – Electrician and Electrical Welder – Add to Basic Hourly Rate

Zone mileage based on air miles:

- Zone 1: 31-50 miles – **1.50** per hour
- Zone 2: 51-70 miles – **3.50** per hour
- Zone 3: 71-90 miles – **5.50** per hour
- Zone 4: Beyond 90 – **9.00** per hour

There shall be a 30-mile free zone from downtown Portland City Hall and a similar 15-mile free zone around the following cities:

- Astoria Seaside Tillamook
- Hood River The Dalles

Further, the free zone at the Oregon coast shall extend along Hwy 101 west to the ocean Hwy 101 east 10 miles if not already covered by the above 15-mile free zone.

When workers are performing electrical work on a structure at or above the 90 ft. level directly above the ground, floor, roadway, roof or water where scaffolding or special safety devices which have not been approved by the Occupational Safety and Health Administration are used, the wage rate for such work shall be double the straight time hourly rate.

Area 6

Electrician	47.04	21.84
Lighting Maintenance and Material Handler	23.53	11.21

Reference Counties

- Douglas (e) Jackson Klamath
- Harney Josephine Lake

(e) The portion of Douglas county lying **east** of the red line on the Electrician Area Map posted above.

Shift Differential*

- 1st Shift “day” Between the hours of 8:00am and 4:30pm – 8 hours pay for 8 hours work
- 2nd Shift “swing” Between the hours of 4:30pm and 1:00am – 8 hours pay for 8 hours work plus 7.5% for all hours worked
- 3rd Shift “graveyard” Between the hours of 12:30am and 9:00am – 8 hours pay for 8 hours work plus 15% for all hours worked.

* The Employer shall be permitted to adjust the starting hours of the shift by up to two (2) hours.

When workers are required to work under compressed air or to work from trusses, scaffolds, swinging scaffolds, bosun’s chair or on building frames, stacks or towers at a distance, the following should be added to base rate.

- 50 – 90 feet to the ground: Add 1 ½ x the base rate
- 90+ feet to the ground: Add 2 x the base rate

When such work is performed outside of the regularly scheduled working hours, workmen shall be paid three (3) times the regular rate of pay. An assignment of work referred to in this Section shall entitle the workman to the premium rate for a period of at least two (2) hours.

ELEVATOR CONSTRUCTOR, INSTALLER AND MECHANIC

Area 1

Mechanic **70.47** **44.62**

Reference Counties

Baker Union Wallowa

Umatilla – **See Area 2 rate**

Area 2

Mechanic **70.76** **44.65**

Reference Counties

Benton	Deschutes	Jefferson	Malheur	Umatilla
Clackamas	Douglas	Josephine	Marion	Wasco
Clatsop	Gilliam	Klamath	Morrow	Washington
Columbia	Grant	Lake	Multnomah	Wheeler
Coos	Harney	Lane	Polk	Yamhill
Crook	Hood River	Lincoln	Sherman	
Curry	Jackson	Linn	Tillamook	

FENCE CONSTRUCTOR (NON-METAL) **41.10** **18.30**

FENCE ERECTOR (METAL) **41.10** **18.30**

GLAZIER **53.15** **23.31**

Add \$1.00 to base rate when employee works from a swing stage, scaffold, suspended contrivance or mechanical apparatus from the third floor up or thirty feet of free fall (whichever is less), and employee is required to wear a safety belt.

Add twenty percent (20%) to base rate when employee works from a bosun chair (non-motorized single-man apparatus), regardless of height.

Certified welders shall receive twenty percent (20%) above the base rate for actual time spent performing welding duties.

HAZARDOUS MATERIALS HANDLER **31.03** **18.18**

HIGHWAY/PARKING STRIPER **71.89** **19.50**

IRONWORKER

Zone 1 (Base Rate): **49.80** **34.98**

Zone Differential for Ironworker – Add to Basic Hourly Rate

- Zone 2: **8.13/hr.** or \$65.00 maximum per day
- Zone 3: **11.25/hr.** or \$90.00 maximum per day
- Zone 4: **16.25/hr.** or \$130.00 maximum per day

- Zone 1: Projects located within 45 miles of city hall in the reference cities listed below.
- Zone 2: More than 46 miles, but less than 60 miles.
- Zone 3: More than 61 miles, but less than 100 miles.
- Zone 4: More than 100 miles.

Note: Zone pay for Ironworkers shall be determined using the quickest route per Google Maps and computed from the city hall or dispatch center of the reference cities listed below **or** the residence of the employee, whichever is nearer to the project.

Reference Cities and Dispatch Center

Portland

LABORER

Zone A (Base Rate):

Group 1 (Includes Flagger)	41.10	18.30
Group 2	42.47	18.30
Group 3	43.00	18.30
Group 4	36.13	18.30
Group 5 (Landscape Laborer)	29.42	18.30

Zone Differential for Laborers Add to Zone A Base Rate

- Zone B: **.85** per hour
- Zone C: **1.25** per hour
- Zone D: **2.00** per hour
- Zone E: **4.00** per hour
- Zone F: **5.00** per hour

- Zone A: Projects located within 30 miles of city hall in the reference cities listed.
- Zone B: More than 30 miles but less than 40 miles.
- Zone C: More than 40 miles but less than 50 miles.
- Zone D: More than 50 miles but less than 80 miles.
- Zone E: More than 80 miles but less than 100 miles.
- Zone F: More than 100 miles.

Reference Cities for Laborer

Albany	Burns	Hermiston	Roseburg
Astoria	Coos Bay	Klamath Falls	Salem
Baker City	Eugene	Medford	The Dalles
Bend	Grants Pass	Portland	

See more information on Zone Differential and Live Sewer Pay on page 15.

LABORER (Continued)

Note: All job or project locations shall be computed (determined) on the basis of road miles and in the following manner. A mileage measurement will start at the entrance to the respective city hall, facing the project (if possible), and shall proceed by the normal route (shortest time, best road) to the geographical center on the highway, railroad, and street construction projects (end of measurement). On all other project contracts, the geographical center where the major portion of the construction is located, shall be considered the center of the project (end measurement).

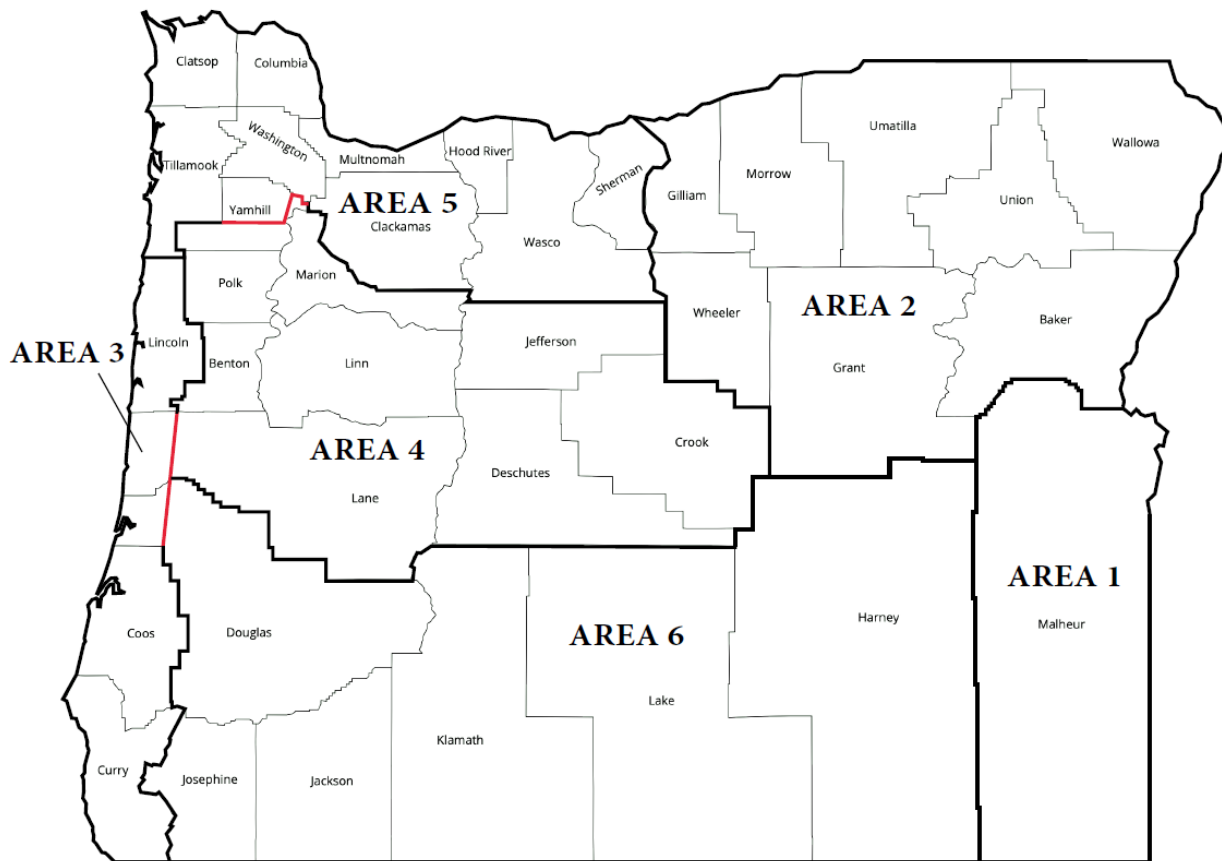
Any Laborer working in Live Sewers shall receive forty dollars (\$40) per day in addition to their regular pay.

LANDSCAPE LABORER/TECHNICIAN (Laborer Group 5)

See Laborer Group 5 Rate

LIMITED ENERGY ELECTRICIAN

Electrician/Limited Energy Electrician Area Map



Note: If you are unable to determine the area of a project located on or near the cross-county boundaries marked in red on the map, call or email the BOLI Prevailing Wage Rate Coordinator at (971) 245-3844 or PWR.email@boli.oregon.gov.

Area 1	37.90	18.10
<u>Reference County</u>		
Malheur		

LIMITED ENERGY ELECTRICIAN (continued)

Area 2 **40.47** **18.76**

Reference Counties

Baker Grant Umatilla Wallowa
Gilliam Morrow Union Wheeler

Area 3 **43.11** **26.08**

Reference Counties

Coos Douglas (a) Lincoln
Curry Lane (a)

(a) Those portions of Lane and Douglas counties lying **west** of the red line on the Electrician Area Map posted above

Area 4 **44.79** **20.39**

Reference Counties

Benton Jefferson Marion
Crook Lane (b) Polk
Deschutes Linn Yamhill (c)

(b) Those portions of Lane and Douglas counties lying **east** of the red line on the Electrician Area Map posted above.

(c) The portion of Yamhill county lying **south** of the red line on the Electrician Area Map posted above.

Area 5 **54.50** **28.76**

Reference Counties

Clackamas Hood River Tillamook Yamhill (d)
Clatsop Multnomah Wasco
Columbia Sherman Washington

(d) The portion of Yamhill county lying **north** of the red line on the Electrician Area Map posted above.

Area 6 **36.58** **19.00**

Reference Counties

Douglas (e) Jackson Klamath
Harney Josephine Lake

(e) The portion of Douglas county lying **east** of the red line on the Electrician Area Map posted above.

LINE CONSTRUCTOR

Area 1 (All Regions)

Group 1	75.47	27.15
Group 2	67.38	26.78
Group 3	41.12	17.94
Group 4	57.95	23.16
Group 5	50.54	19.42
Group 6	40.43	18.97
Group 7	22.84	14.16

Reference Counties

All counties

Pursuant to ORS 279C.815(2)(b), the Line Constructor Area 1 rate is the highest rate of wage among the collective bargaining agreements for Line Constructor Area 1 and Area 2.

MARBLE SETTER

50.60 25.92

This trade is tendered by "Tile, Terrazzo, & Marble Finishers." Add \$1.00 per hour to base rate for refractory repair work.

PAINTER & DRYWALL TAPER

COMMERCIAL PAINTING	37.74	16.82
INDUSTRIAL PAINTING	39.94	16.82
BRIDGE PAINTING	46.83	16.82

Shift Differential for Painter

Add \$2.00/hour to base rate for entire shift if any hours are worked outside of 5:00 a.m. to 5:00 p.m.

DRYWALL TAPER

<u>Zone A (Base Rate)</u>	48.02	21.53
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Zone Differential for Drywall Taper – Add to Zone A Base Rate

- Zone B: **6.00** per hour
- Zone C: **9.00** per hour
- Zone D: **12.00** per hour

- Zone A: Projects located less than 61 miles from the respective city hall of the dispatch cities listed.
- Zone B: Projects located 61 miles to 80 miles.
- Zone C: Projects located 81 miles to 100 miles.
- Zone D: Projects located 101 miles or more.

See more information on Dispatch Cities for Zone Differential on page 18.

PAINTER & DRYWALL TAPER (continued)

Dispatch Cities for Drywall Taper

Albany	Bend	Grants Pass	Medford	Portland	Seaside
Astoria	Brookings	Hermiston	Newport	Reedsport	The Dalles
Baker	Coquille	Klamath Falls	North Bend	Roseburg	Tillamook
Bandon	Eugene	Kelso-Longview	Pendleton	Salem	Vancouver

Note: Zone pay is based on AAA Road Mileage.

PLASTERER AND STUCCO MASON

This trade is tended by "Tenders to Plasterers."

<u>Zone A</u> (Base Rate)	46.56	19.83
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Zone Differential for Plasterer and Stucco Mason – Add to Zone A Base Rate

- Zone B: **6.00** per hour
- Zone C: **9.00** per hour
- Zone D: **12.00** per hour

- Zone A: Projects located less than 61 miles from the respective city hall of the reference cities listed below.
- Zone B: Projects located 61 miles to 80 miles.
- Zone C: Projects located 81 miles to 100 miles.
- Zone D: Projects located 101 miles or more.

Reference Cities for Plasterer & Stucco Mason

Bend	Eugene	Medford	Portland	Seaside
Coos Bay	La Grande	Newport	Salem	The Dalles

Add \$1.00 to base rate for swinging scaffold work.

Add \$2.00 to base rate for nozzle technicians on plastering machines.

PLUMBER/PIPEFITTER/STEAMFITTER

<u>Area 1</u>	-----	-----
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Reference Counties

- Harney – **See Area 3 rates** Malheur – **See Area 3 rates**
- Baker – **See Area 2 rates**

<u>Area 2</u>	65.20	34.91
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Reference Counties

Baker	Morrow	Wallowa
Gilliam	Union	Wheeler
Grant	Umatilla	

See more information about Zone Pay on page 19

POWER EQUIPMENT OPERATOR (continued)

Zone 1 (Base Rate)

Group 1	58.94	17.15
Group 1A	61.10	17.15
Group 1B	63.26	17.15
Group 2	57.03	17.15
Group 3	55.88	17.15
Group 4	52.55	17.15
Group 5	51.31	17.15
Group 6	48.09	17.15

Zone Pay Differential for Power Equipment Operator – Add to Zone 1 Base Rate

Zone 2: 3.00 per hour
 Zone 3: 6.00 per hour

For projects in the following metropolitan counties:

Clackamas Marion Washington
 Columbia Multnomah Yamhill

- (A) All jobs or projects located in Multnomah, Clackamas and Marion counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Hwy 26 and West of Mile Post 30 on Hwy 22 and all jobs located in Yamhill County, Washington County and Columbia County shall receive Zone 1 pay for all classifications.
- (B) All jobs or projects located in the area outside the *identified boundary* above, but less than 50 miles from Portland City Hall shall receive Zone 2 pay for all classifications.
- (C) All jobs or projects located more than 50 miles from Portland City Hall, but outside the identified border above, shall receive Zone 3 pay for all classifications.

Reference cities for projects in all remaining counties:

Albany Coos Bay Grants Pass Medford
 Bend Eugene Klamath Falls Roseburg

- (A) All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone 1 pay for all classifications.
- (B) All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone 2 for all classifications.
- (C) All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone 3 pay for all classifications.

Note: All job or project locations shall be computed (determined) on the basis of road miles and in the following manner. A mileage measurement will start at the entrance to the respective city hall, facing the project (if possible), and shall proceed by the normal route (shortest time-best road) to the geographical center on the highway, railroad, and street construction projects (end of measurement). On all other project contracts, the geographical center where the major portion of the construction is located, shall be considered the center of the project (end measurement).

See more information on Hazard Pay and Shift Differential calculation on page 21.

POWER EQUIPMENT OPERATOR (continued)

Add \$10.00/hour hyperbaric pay for Group 4 Tunnel Boring Machine Mechanic.

Add \$0.40 to the base rate for any and all work performed underground, including operating, servicing and repairing of equipment.

Add \$0.50 to the base rate per hour for any employee who works suspended by a rope or cable.

Add \$0.50 to the base rate for employees who do "pioneer" work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation.

Note: A Hazardous Waste Removal Differential must be added to the base rate if work is performed inside the boundary of a Federally Designated Waste Site. For information on this differential, call the Prevailing Wage Rate Coordinator at (971) 245-3844.

Shift Differential

Two-Shift Operations:

On a two-shift operation, when the second shift starts after 4:30 p.m., second-shift workers shall be paid the base hourly wage rate plus 5% for all hours worked.

When the second shift starts at 8:00 p.m. or later, the second-shift workers shall be paid at the base hourly wage rate plus 10% for all hours worked.

Three-Shift Operations:

On a three-shift operation, the base hourly wage rate plus five percent (5%) shall be paid to all second-shift workers for all hours worked, and the base hourly wage rate plus ten percent (10%) shall be paid to all third shift workers for all hours worked.

ROOFER

Area 1

44.51

22.70

Reference Counties

Baker	Deschutes	Morrow	Union
Clackamas	Gilliam	Multnomah	Wasco
Clatsop	Grant	Sherman	Wallowa
Columbia	Hood River	Tillamook	Washington
Crook	Jefferson	Umatilla	Wheeler

Add 10% to the base rate for handling coal tar pitch or coal tar-based materials.

Add 10% to the base rate for handling fiberglass insulation.

ROOFER (continued)

Area 2 **40.15** **18.97**

Reference Counties

Benton	Harney	Lake	Malheur
Coos	Jackson	Lane	Marion
Curry	Josephine	Lincoln	Polk
Douglas	Klamath	Linn	Yamhill

Crook – **See Area 1 rates** Deschutes – **See Area 1 rates**

Application, spudding and cutting or removal of coal tar products 10% over basic wage scale.

Application, spudding and cutting fiberglass insulation add a 10% over the basic wage scale.

Area 4 **44.51** **22.70**

Reference County

Umatilla Union Wallowa

Add 10% to the base rate for handling coal tar pitch or coal tar-based materials.

Add 10% to the base rate for handling fiberglass insulation.

Pursuant to ORS 279C.815(2)(b), the Roofer Area 1 rate is the highest rate of wage among the collective bargaining agreements for Roofer Areas 1, 4 and 5.

Area 5 **44.51** **22.70**

Reference County

Morrow

Add 10% to the base rate for handling coal tar pitch or coal tar-based materials. Add 10% to the base rate for handling fiberglass insulation.

Pursuant to ORS 279C.815(2)(b), the Roofer Area 1 rate is the highest rate of wage among the collective bargaining agreements for Roofer Areas 1, 4 and 5.

SHEET METAL WORKER

Area 1 **56.24** **32.77**

Reference Counties

Benton	Deschutes	Lincoln	Polk	Washington
Clackamas	Gilliam	Linn	Sherman	Wheeler
Clatsop	Grant	Marion	Tillamook	Yamhill
Columbia	Hood River	Morrow	Umatilla	
Crook	Jefferson	Multnomah	Wasco	

See more information on Shift Differential calculation and Hazard Pay on page 23.

SHEET METAL WORKER (Continued)

Swing Shift Operations:

When a second (or "swing") shift starts between 2:00pm -7:00pm, second-shift workers shall be paid the base hourly wage rate plus \$8.25 for all hours worked.

Graveyard Shift Operations:

When the second (or "graveyard") shift starts between 7:00pm – 1:00am, second-shift workers shall be paid the base hourly wage rate plus \$12.65 for all hours worked.

Add 10% to base rate for work performed on any swinging platform, swinging chair or swinging ladder.

Add 10% to base rate for work where a worker is exposed to resins, chemicals, or acid.

Area 2

Reference Counties

Baker – See Area 3 rate Malheur – See Area 4 rate

Area 3

50.00

28.37

Reference Counties

Baker Union Wallowa

Morrow – See Area 1 rate Umatilla – See Area 1 rate

Add \$.45 to base rate for work performed on any swinging stage, swinging scaffold or boson chair in excess of thirty (30) feet above the ground.

Add \$1.00 to base rate for work where it is necessary to wear a chemically activated type face mask.

Area 4

45.14

30.45

Reference Counties

Douglas Jackson Klamath Lane
Harney Josephine Lake Malheur

Coos – See Area 5 rate Curry – See Area 5 rate

Swing Shift Operations:

When a second (or "swing") shift starts between 2:00pm -7:00pm, second-shift workers shall be paid the base hourly wage rate plus \$6.76 for all hours worked.

Graveyard Shift Operations:

When the second (or "graveyard") shift starts between 7:00pm – 1:00am, second-shift workers shall be paid the base hourly wage rate plus \$10.37 for all hours worked.

Add 10% to base rate for work performed on any swinging platform, swinging chair or swinging ladder.

Add 10% to base rate for work where a worker is exposed to resins, chemicals, or acid.

SHEET METAL WORKER (Continued)

Area 5 **45.45** **31.54**

Reference Counties

Coos Curry

Swing Shift Operations:

When a second (or “swing”) shift starts between 2:00pm -7:00pm, second-shift workers shall be paid the base hourly wage rate plus \$6.81 for all hours worked.

Graveyard Shift Operations:

When the second (or “graveyard”) shift starts between 7:00pm – 1:00am, second-shift workers shall be paid the base hourly wage rate plus \$10.44 for all hours worked.

Add 10% to base rate for work performed on any swinging platform, swinging chair or swinging ladder. Add 10% to base rate for work where a worker is exposed to resins, chemicals, or acid.

SOFT FLOOR LAYER **44.28** **19.17**

SPRINKLER FITTER

Area 1 **51.65** **28.87**

Reference Counties

Benton	Deschutes	Jefferson	Malheur	Umatilla
Clackamas	Douglas	Josephine	Marion	Wasco
Clatsop	Gilliam	Klamath	Morrow	Washington
Columbia	Grant	Lake	Multnomah	Wheeler
Coos	Harney	Lane	Polk	Yamhill
Crook	Hood River	Lincoln	Sherman	
Curry	Jackson	Linn	Tillamook	

Area 2 **44.40** **28.86**

Reference Counties

Baker	Union	Wallowa		
Gilliam – See Area 1 rate		Malheur – See Area 1 rate		Umatilla – See Area 1 rate
Grant – See Area 1 rate		Morrow – See Area 1 rate		

TENDER TO MASON TRADES (Brick and Stonemason, Mortar Mixer, Hod Carrier) **45.79** **17.80**

Add \$0.50 to base rate for refractory repair work.

TENDER TO PLASTERER AND STUCCO MASON

Zone A (Base Rate) 44.79 18.30

Zone Differential for Tender to Plasterer and Stucco Mason – Add to Zone A Base Rate

- Zone B: **6.00** per hour
- Zone C: **9.00** per hour
- Zone D: **12.00** per hour

- Zone A: Projects located within 60 miles of city hall in the reference cities listed.
- Zone B: More than 61 miles but less than 80 miles.
- Zone C: More than 81 miles but less than 100 miles.
- Zone D: More than 101 miles

Reference Cities

Bend	Eugene	Medford	Portland	Seaside
Coos Bay	La Grande	Newport	Salem	The Dalles

Add \$0.50 to base rate for refractory repair work.

TESTING AND BALANCING (TAB) TECHNICIAN

For work performed under the Sheet Metal classification, including Air-Handling Equipment, Ductwork

See SHEET METAL WORKER RATE

For work performed under the Plumber/Pipefitter/Steamfitter classification, including Water Distribution Systems

See PLUMBER/PIPEFITTER/STEAMFITTER RATE

TILE SETTER/TERRAZZO WORKER: Hard Tile Setter 43.93 22.51

This trade is tended by “Tile, Terrazzo, & Marble Finisher.” Add \$2.00 when performing terrazzo work.

Add \$1.00 when working with epoxy, furnane, or alkox acetylene.

TILE, TERRAZZO, AND MARBLE FINISHER

1. **TILE, TERRAZZO FINISHER** 32.68 16.93

Add \$2.00 when performing terrazzo work.

Add \$1.00 when working with epoxy, furnane, or alkox acetylene.

2. **BRICK & MARBLE FINISHER** 32.68 17.06

Add \$1.00 per hour to base rate for refractory repair work.

TRUCK DRIVER

Zone A (Base Rate)

Group 1	35.41	18.30
Group 2	35.57	18.30
Group 3	35.74	18.30
Group 4	36.08	18.30
Group 5	36.35	18.30
Group 6	36.57	18.30
Group 7	36.82	18.30

Zone Differential for Truck Drivers – Add to Zone A Base Rate

- Zone B: .65 per hour
- Zone C: 1.15 per hour
- Zone D: 1.70 per hour
- Zone E: 2.75 per hour

- Zone A: Projects within 30 miles of the cities listed.
- Zone B: More than 30 miles but less than 40 miles.
- Zone C: More than 40 miles but less than 50 miles.
- Zone D: More than 50 miles but less than 80 miles.
- Zone E: More than 80 miles.

Reference Cities

Albany	Burns	Hermiston	Madras	Pendleton	The Dalles
Astoria	Coos Bay	Hood River	Medford	Portland	Tillamook
Baker	Corvallis	Klamath Falls	McMinnville	Port Orford	Vancouver
Bend	Eugene	La Grande	Newport	Reedsport	
Bingen	Goldendale	Lakeview	Ontario	Roseburg	
Brookings	Grants Pass	Longview	Oregon City	Salem	

Note: All job or project locations shall be computed (determined) on the basis of road miles and in the following manner. A mileage measurement will start at the entrance to the respective city hall, facing the project (if possible), and shall proceed by the normal route (shortest time-best road) to the geographical center on the highway, railroad, and street construction projects (end of measurement). On all other project contracts, the geographical center where the major portion of the construction is located, shall be considered the center of the project (end measurement).

**LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: JANUARY 5, 2026**

Item # 3.

To: All Oregon Contracting Agencies

Pursuant to ORS 279C.860, contractors on this list are ineligible to receive public works contracts subject to the Prevailing Wage Rate Law. These contractors and subcontractors, as well as any firm, corporation, partnership or association in which the contractor or subcontractor has a financial interest are ineligible to receive public works contracts until removed from this list. You can find the most current and up to date list of contractors ineligible to receive public works contracts on our website at <https://www.oregon.gov/boli/employers/Pages/pwr-ineligible-contractors.aspx>.

If you have questions regarding the list or for the most current information regarding persons ineligible to receive prevailing wage contracts, please contact the Prevailing Wage Rate Coordinator in Portland at (971) 245-3844.

Contractor	Address	Date placed	Removal date
A1 Dumptruck Services LLC	703 N Hayden Meadows Dr., #206 Portland, OR 97213 731 N Hayden Meadows Dr., #206 Portland, OR 97217 2408 NE 164th Avenue Vancouver, WA 98684	2/24/2020	2/23/2027
Cameron Creations, Steven Cameron, Nancy Cameron *	PO Box 2 Lowell, OR 97452	5/25/2000	
David Miller *	731 NW Naito Parkway, #215 Portland, OR 97209	6/17/2020	
Eugene Graeme	169 SE Cody Lane Madras, OR 97741	7/3/2017	7/2/2027
Lisa Hoang aka Kim Lien Hoang aka Lien Kim Hoang aka Kim Hope aka Lisa K Ryan aka Ryan Lien Hoang aka Kim L Hoang aka Lien Hoang Ryan aka Lien K Hoang-Ryan aka Hoang K Lien aka Lisa Hall aka Lisa Kim Ryan aka Lien Ryan aka Lien Hoang Ryan aka Kim Hoang Lien aka K Lisa Hoang	703 N Hayden Meadows Dr., #206 Portland, OR 97213 731 N Hayden Meadows Dr., #206 Portland, OR 97217 2408 NE 164th Avenue Vancouver, WA 98684	2/24/2020	2/23/2027
NW Flaggging LLC	703 N Hayden Meadows Dr., #206 Portland, OR 97213 731 N Hayden Meadows Dr., #206 Portland, OR 97217 2408 NE 164th Avenue Vancouver, WA 98684	2/24/2020	2/23/2027

**LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: JANUARY 5, 2026**

Item # 3.

Contractor	Address	Date placed	Removal date
Oregon Building & Landscaping Services LLC	703 N Hayden Meadows Dr., #206 Portland, OR 97213 731 N Hayden Meadows Dr., #206 Portland, OR 97217 2408 NE 164th Avenue Vancouver, WA 98684	2/24/2020	2/23/2027
Pacific NW Drywall & Acoustics LLC aka Pacific NW Drywall& Acoustics LLC*	731 NW Natio Parkway #215 Portland, OR 97209	6/17/2020	
Regional Traffic Management LLC	703 N Hayden Meadows Dr., #206 Portland, OR 97213 731 N Hayden Meadows Dr., #206 Portland, OR 97217 2408 NE 164th Avenue Vancouver, WA 98684	2/24/2020	2/23/2027
Sang In Nam dba Cornerstone Janitorial Services*	130 NE Danbury Ave Hillsboro, OR 97124	9/20/2016	
WCI Construction LLC	169 SE Cody Lane Madras, OR 97741	7/3/2017	7/2/2027

* Not to be removed from debarment.

Prevailing Wage Rate Laws Handbook

The 2024 edition of the ***Prevailing Wage Rate Laws Handbook*** is now available on our website at <https://www.oregon.gov/boli/employers/Pages/prevailing-wage.aspx>.

In addition to providing this and other PWR publications, Oregon BOLI Labor & Industries' PWR Unit regularly offers free, informational seminars for both public agencies and contractors. The current schedule is available online at <https://www.oregon.gov/boli/employers/Pages/prevailing-wage-seminars.aspx>.

If you are interested in being included on our mailing lists for future seminar notifications, please contact us at PWR.Email@boli.oregon.gov or (971) 245-3844.

PWR APPRENTICESHIP RATES EFFECTIVE JANUARY 5, 2026

Item # 3.

Contact BOLI at (971) 245-3844 or email PWR.email@boli.oregon.gov if you have any questions regarding the use of these apprenticeship rates.

The percentages shown for the various apprentice periods are taken from union agreements and may differ from the committee standard (ATD) for that trade. Please verify these percentages before using them.

CLASSIFICATION

	Percentage /	Base Hourly	Fringe
Journeyman Base Hourly Rate	Hours	Rate	Rate

ASBESTOS WORKER

	<i>Period</i>		
\$62.02	1st Yr/1st 6 mos	45%	\$23.16
\$25.42	1st yr/2nd 6 mos	50%	\$26.31
	2nd Year	65%	\$35.76
	3rd Year	75%	\$40.32
	4th Year	85%	\$46.62

BOILERMAKER

	<i>Hours</i>		
\$45.33	0-1000	70%	\$31.73
\$32.22	1001-2000	75%	\$34.00
	2001-3000	80%	\$36.26
	3001-4000	85%	\$38.53
	4001-5000	90%	\$40.80
	5001-6000	95%	\$43.06

BRICK AND MARBLE FINISHER

\$32.68		1-1000 hrs	\$24.06
\$17.06		1001-2000 hrs	\$26.88

BRICKLAYER

	<i>Hours</i>		
\$49.60	1-1000	50%	\$24.80
\$25.92	1000-2000	55%	\$27.28
	2000-3000	60%	\$29.76
	3000-4000	70%	\$34.72
	4000-5000	80%	\$39.68
	5000-6000	90%	\$44.64

CARPENTER

	<i>Group 1</i>	<i>Period</i>		
\$54.69		1st	60%	\$32.81
\$16.81		2nd	65%	\$35.55
		3rd	70%	\$38.28
		4th	75%	\$41.02
		5th	80%	\$43.75
		6th	85%	\$46.49
		7th	90%	\$49.22
		8th	95%	\$51.96

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CLASSIFICATION

Journeyman Base Hourly Rate		Percentage /	Base Hourly	Fringe
Journeyman Fringe Rate		Hours	Rate	Rate
<u>CARPENTER</u> (continued)				
	Group 2	Period		
\$54.86		1st	60%	\$32.92
\$16.81		2nd	65%	\$35.66
		3rd	70%	\$38.40
		4th	75%	\$41.15
		5th	80%	\$43.89
		6th	85%	\$46.63
		7th	90%	\$49.37
		8th	95%	\$52.12
	Group 3	Period		
\$61.57		1st	60%	\$36.94
\$22.38		2nd	65%	\$40.02
		3rd	70%	\$43.10
		4th	75%	\$46.18
		5th	80%	\$49.26
		6th	85%	\$52.33
		7th	90%	\$55.41
		8th	95%	\$58.49
	Group 4 - Eliminated			
	Group 5	Period		
\$56.06		1st	60%	\$33.64
\$16.81		2nd	73%	\$40.92
		3rd	75%	\$42.05
		4th	80%	\$44.85
		5th	83%	\$46.53
		6th	85%	\$47.65
		7th	90%	\$50.45
		8th	95%	\$53.26
	Group 6	Period		
\$56.06		1st	60%	\$33.64
\$16.81		2nd	73%	\$40.92
		3rd	75%	\$42.05
		4th	80%	\$44.85
		5th	83%	\$46.53
		6th	85%	\$47.65
		7th	90%	\$50.45
		8th	95%	\$53.26

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CLASSIFICATION

Journeyman Base Hourly Rate	Percentage /	Base Hourly	Fringe
Journeyman Fringe Rate	Hours	Rate	Rate

CEMENT MASON

	<i>Hours</i>			
\$46.13	1-1000	55%	\$25.95	\$20.91
\$22.31	1001-2000	65%	\$30.74	\$20.91
	2001-3000	70%	\$33.14	\$20.91
	3001-4000	75%	\$35.54	\$20.91
	4001-5000	85%	\$40.34	\$20.91
	5001-6000	90%	\$42.73	\$20.91

DRYWALL INSTALLER

	<i>Period</i>			
\$54.49	1st	60%	\$32.69	\$10.11
\$17.01	2nd	65%	\$35.42	\$10.11
	3rd	70%	\$38.14	\$17.01
	4th	75%	\$40.87	\$17.01
	5th	80%	\$43.59	\$17.01
	6th	85%	\$46.32	\$17.01
	7th	90%	\$49.04	\$17.01
	8th	95%	\$51.77	\$17.01

DRYWALL TAPER

	<i>Hours</i>			
\$48.02	1st 1000	60%	\$28.81	\$9.16
\$21.53	2nd 1000	70%	\$33.61	\$9.16
	3rd 1000	75%	\$36.02	\$21.53
	4th 1000	80%	\$38.42	\$21.53
	5th 1000	85%	\$40.82	\$21.53
	6th 1000	90%	\$43.22	\$21.53

ELECTRICIAN

		<i>Area 1</i>			
		<i>Period</i>			
\$45.33		1st	49%	\$22.21	\$11.02
\$20.41		2nd	54%	\$24.48	\$11.15
		3rd	59%	\$26.74	\$16.06
		4th	64%	\$29.01	\$16.59
		5th	74%	\$33.54	\$17.65
		6th	84%	\$38.08	\$18.72
		<i>Area 2</i>			
		<i>Period</i>			
\$60.00		1st	40%	\$24.00	\$11.25
\$27.78		2nd	45%	\$27.00	\$18.68
		3rd	50%	\$30.00	\$19.51
		4th	65%	\$39.00	\$21.99
		5th	80%	\$48.00	\$24.47
		6th	85%	\$51.00	\$25.30

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CLASSIFICATION

Journeyman Base Hourly Rate	Percentage /	Base Hourly	Fringe
Journeyman Fringe Rate	Hours	Rate	Rate

ELECTRICIAN (continued)

	Area 3	Period			
\$53.20		1st	50%	\$26.60	\$13.65
\$29.01		2nd	55%	\$29.26	\$13.80
		3rd	60%	\$31.92	\$22.24
		4th	65%	\$34.58	\$23.09
		5th	70%	\$37.24	\$23.93
		6th	80%	\$42.56	\$25.62
	Area 4	Period			
\$59.34		1st	45%	\$26.70	\$12.46
\$26.17		2nd	50%	\$29.67	\$12.62
		3rd	55%	\$32.64	\$20.08
		4th	60%	\$35.60	\$20.76
		5th	70%	\$41.54	\$22.11
		6th	85%	\$50.44	\$24.14
	Area 5	Period			
\$65.50		1st	40%	\$26.20	\$15.74
\$34.04		2nd	45%	\$29.48	\$15.83
		3rd	50%	\$32.75	\$24.69
		4th	60%	\$39.30	\$26.64
		5th	70%	\$45.85	\$28.59
		6th	85%	\$55.68	\$31.51
	Area 6	Period			
\$47.04		1st	45%	\$21.17	\$12.92
\$21.84		2nd	50%	\$23.52	\$12.99
		3rd	55%	\$25.87	\$17.54
		4th	60%	\$28.22	\$18.02
		5th	65%	\$30.58	\$18.50
		6th	70%	\$32.93	\$18.98
		7th	75%	\$35.28	\$19.45
		8th	80%	\$37.63	\$19.93

ELEVATOR CONSTRUCTOR

	Area 1				
\$70.47		Probationary	50%	\$35.24	\$0.00
\$44.62		1st Year	55%	\$38.76	\$41.31
		2nd Year	65%	\$45.81	\$41.73
		3rd Year	70%	\$49.33	\$41.94
		4th Year	80%	\$56.38	\$42.37

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CLASSIFICATION

Journeyman Base Hourly Rate	Percentage /	Base Hourly	Fringe
Journeyman Fringe Rate	Hours	Rate	Rate

ELEVATOR CONSTRUCTOR (continued)

Area 2

\$70.76	Probationary	50%	\$35.38	\$0.00
\$44.65	1st Year	55%	\$38.92	\$41.32
	2nd Year	65%	\$45.99	\$41.74
	3rd Year	70%	\$49.53	\$41.96
	4th Year	80%	\$56.61	\$42.38

FIRESTOP/CONTAINMENT WORKER

Period

\$48.74	1st Year	55%	\$26.51	\$10.42
\$18.89	2nd Year	70%	\$31.12	\$19.34
	3rd Year	85%	\$38.58	\$19.34

GLAZIER

Period

\$53.15	1st	45%	\$23.92	\$23.31
\$23.31	2nd	55%	\$29.23	\$23.31
	3rd	65%	\$34.55	\$23.31
	4th	75%	\$39.86	\$23.31
	5th	80%	\$42.52	\$23.31
	6th	85%	\$45.18	\$23.31
	7th	90%	\$47.84	\$23.31
	8th	95%	\$50.49	\$23.31

HIGHWAY PARKING STRIPER

Hours

\$71.89	0-500	60%	\$43.13	\$0.30
\$19.50	501-1000	60%	\$43.13	\$9.31
	1001-2333	60%	\$43.13	\$15.42
	2nd period	73%	\$52.48	\$16.75
	3rd period	88%	\$63.26	\$18.28

IRONWORKER

Period

\$49.80	1st	65%	\$32.37	\$15.48
\$34.98	2nd	70%	\$34.86	\$15.48
	3rd	75%	\$37.35	\$34.98
	4th	80%	\$39.84	\$34.98
	5th	85%	\$42.33	\$34.98
	6th	90%	\$44.82	\$34.98
	7th	90%	\$44.82	\$34.98
	8th	95%	\$47.31	\$34.98

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CLASSIFICATION

Journeyman Base Hourly Rate		Percentage /	Base Hourly	Fringe
Journeyman Fringe Rate		Hours	Rate	Rate
<u>LABORER</u>				
	Group 1			
\$41.10		63%	\$25.89	\$18.30
\$18.30		70%	\$28.77	\$18.30
		80%	\$32.88	\$18.30
		90%	\$36.99	\$18.30
	Group 2			
\$41.10		63%	\$25.89	\$18.30
\$18.30		70%	\$28.77	\$18.30
		80%	\$32.88	\$18.30
		90%	\$36.99	\$18.30
	Group 3			
\$41.10		63%	\$25.89	\$18.30
\$18.30		70%	\$28.77	\$18.30
		80%	\$32.88	\$18.30
		90%	\$36.99	\$18.30
	Group 4			
\$41.10		63%	\$25.89	\$18.30
\$18.30		70%	\$28.77	\$18.30
		80%	\$32.88	\$18.30
		90%	\$36.99	\$18.30
<u>LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER</u>				
		Period		
\$54.49		1st	\$32.69	\$10.11
\$17.01		2nd	\$35.42	\$10.11
		3rd	\$38.14	\$17.01
		4th	\$40.87	\$17.01
		5th	\$43.59	\$17.01
		6th	\$46.32	\$17.01
		7th	\$49.04	\$17.01
		8th	\$51.77	\$17.01
<u>LIMITED ENERGY ELECTRICIAN</u>				
	Area 1	Period		
\$37.90		1st	\$18.95	\$10.65
\$18.10		2nd	\$20.85	\$10.74
		3rd	\$22.74	\$14.74
		4th	\$24.64	\$15.16
		5th	\$26.53	\$15.58
		6th	\$30.32	\$16.42

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CLASSIFICATION

Journeyman Base Hourly Rate		Percentage /	Base Hourly	Fringe
Journeyman Fringe Rate		Hours	Rate	Rate
<u>LIMITED ENERGY ELECTRICIAN</u> (continued)				
	Area 2	Period		
\$40.47		1st	55%	\$22.26
\$18.76		2nd	60%	\$24.28
		3rd	65%	\$26.31
		4th	70%	\$28.33
		5th	80%	\$32.38
		6th	85%	\$34.40
	Area 3	Period		
\$43.11		1st	55%	\$23.71
\$26.08		2nd	60%	\$25.87
		3rd	65%	\$28.02
		4th	70%	\$30.18
		5th	75%	\$32.33
		6th	85%	\$36.64
	Area 4	Period		
\$44.79		1st	55%	\$24.63
\$20.39		2nd	60%	\$26.87
		3rd	65%	\$29.11
		4th	70%	\$31.35
		5th	75%	\$33.59
		6th	85%	\$38.07
	Area 5	Period		
\$54.50		1st 6 months	50%	\$27.25
\$28.76		2nd 6 months	55%	\$29.98
		3rd 6 months	60%	\$32.70
		4th 6 months	65%	\$35.43
		5th 6 months	70%	\$38.15
		6th 6 months	80%	\$43.60
		7th 6 months	90%	\$49.05
	Area 6	Period		
\$36.58		1st	55%	\$20.12
\$19.00		2nd	60%	\$21.95
		3rd	65%	\$23.78
		4th	70%	\$25.61
		5th	75%	\$27.44
		6th	85%	\$31.09

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Item # 3.

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The percentages shown for the various apprentice periods are taken from union agreements and may differ from the committee standard (ATD) for that trade. Please verify these percentages before using them.

CLASSIFICATION

	Percentage / Hours	Base Hourly Rate	Fringe Rate
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LINE CONSTRUCTOR

Area 1 & Area 2/Group 2

	<i>Period</i>			
Lineman Only				
\$67.38	1st	60%	\$40.43	\$18.52
\$26.78	2nd	63%	\$42.45	\$18.61
	3rd	67%	\$45.14	\$18.73
	4th	72%	\$48.51	\$18.88
	5th	78%	\$52.56	\$19.07
	6th	86%	\$57.95	\$19.31
	7th	90%	\$60.64	\$19.43

MARBLE SETTER

Hours

\$50.60	1-1000	50%	\$25.30	\$25.92
\$25.92	1000-2000	55%	\$27.83	\$25.92
	2000-3000	60%	\$30.36	\$25.92
	3000-4000	70%	\$35.42	\$25.92
	4000-5000	80%	\$40.48	\$25.92
	5000-6000	90%	\$45.54	\$25.92

PAINTER

Commercial

\$37.74		70%	\$26.42	\$9.13
\$16.82		75%	\$28.31	\$9.13
		80%	\$30.19	\$9.13
		85%	\$32.08	\$16.82
		90%	\$33.97	\$16.82
		95%	\$35.85	\$16.82

Industrial

\$39.94		70%	\$27.96	\$9.13
\$16.82		75%	\$29.96	\$9.13
		80%	\$31.95	\$9.13
		85%	\$33.95	\$16.82
		90%	\$35.95	\$16.82
		95%	\$37.94	\$16.82

Bridge

\$46.83		70%	\$32.78	\$9.13
\$16.82		75%	\$35.12	\$9.13
		80%	\$37.46	\$9.13
		85%	\$39.81	\$16.82
		90%	\$42.15	\$16.82
		95%	\$44.49	\$16.82

PWR APPRENTICESHIP RATES EFFECTIVE JANUARY 5, 2026

Item # 3.

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CLASSIFICATION

Journeyman Base Hourly Rate	Percentage /	Base Hourly	Fringe
Journeyman Fringe Rate	Hours	Rate	Rate
<u>PLASTERER</u>			
\$46.56	60%	\$27.94	\$17.53
\$19.83	65%	\$30.26	\$17.53
	70%	\$32.59	\$17.53
	75%	\$34.92	\$17.53
	80%	\$37.25	\$17.53
	85%	\$39.58	\$17.53
	90%	\$41.90	\$17.53

PLUMBER/PIPEFITTER/STEAMFITTER

Area 1

Baker County (See Area 2 Rates)
Harney and Malheur Counties (See Area 3 Rates)

Area 2

	Period			
\$65.20	1st 6 months	45%	\$29.34	\$23.28
\$34.91	2nd 6 months	50%	\$32.60	\$24.34
	3rd 6 months	55%	\$35.86	\$25.39
	4th 6 months	60%	\$39.12	\$26.45
	5th 6 months	65%	\$42.38	\$27.51
	6th 6 months	70%	\$45.64	\$28.57
	7th 6 months	75%	\$48.90	\$29.62
	8th 6 months	80%	\$52.16	\$30.68
	9th 6 months	85%	\$55.42	\$31.74
	10th 6 months	85%	\$55.42	\$31.74

Area 3

	Period			
\$60.77	1st 6 months	40%	\$24.31	\$18.74
\$37.10	2nd 6 months	50%	\$30.39	\$18.74
	3rd 6 months	55%	\$33.42	\$28.85
	4th 6 months	60%	\$36.46	\$29.76
	5th 6 months	65%	\$39.50	\$30.68
	6th 6 months	70%	\$42.54	\$31.60
	7th 6 months	75%	\$45.58	\$32.52
	8th 6 months	80%	\$48.62	\$33.43
	9th 6 months	85%	\$51.65	\$34.35
	10th 6 months	90%	\$54.69	\$35.27

PWR APPRENTICESHIP RATES EFFECTIVE JANUARY 5, 2026

Item # 3.

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CLASSIFICATION

Journeyman Base Hourly Rate			Percentage /	Base Hourly	Fringe
Journeyman Fringe Rate			Hours	Rate	Rate
<u>POWER EQUIPMENT OPERATOR</u>					
	Group 1	Period			
\$58.94		1st	80%	\$47.15	\$8.10
\$17.15		2nd	85%	\$50.10	\$17.15
		3rd	90%	\$53.05	\$17.15
		4th	95%	\$55.99	\$17.15
	Group 1A	Period			
\$61.10		1st	80%	\$48.88	\$8.10
\$17.15		2nd	85%	\$51.94	\$17.15
		3rd	90%	\$54.99	\$17.15
		4th	95%	\$58.05	\$17.15
	Group 1B	Period			
\$63.26		1st	80%	\$50.61	\$8.10
\$17.15		2nd	85%	\$53.77	\$17.15
		3rd	90%	\$56.93	\$17.15
		4th	95%	\$60.10	\$17.15
	Group 2	Period			
\$57.03		1st	80%	\$45.62	\$8.10
\$17.15		2nd	85%	\$48.48	\$17.15
		3rd	90%	\$51.33	\$17.15
		4th	95%	\$54.18	\$17.15
	Group 3	Period			
\$55.88		1st	80%	\$44.70	\$8.10
\$17.15		2nd	85%	\$47.50	\$17.15
		3rd	90%	\$50.29	\$17.15
		4th	95%	\$53.09	\$17.15
	Group 4	Period			
\$52.55		1st	80%	\$42.04	\$8.10
\$17.15		2nd	85%	\$44.67	\$17.15
		3rd	90%	\$47.30	\$17.15
		4th	95%	\$49.92	\$17.15
	Group 5	Period			
\$51.31		1st	80%	\$41.05	\$8.10
\$17.15		2nd	85%	\$43.61	\$17.15
		3rd	90%	\$46.18	\$17.15
		4th	95%	\$48.74	\$17.15
	Group 6	Period			
\$48.09		1st	80%	\$38.47	\$8.10
\$17.15		2nd	85%	\$40.88	\$17.15
		3rd	90%	\$43.28	\$17.15
		4th	95%	\$45.69	\$17.15

PWR APPRENTICESHIP RATES EFFECTIVE JANUARY 5, 2026

Item # 3.

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CLASSIFICATION

Journeyman Base Hourly Rate		Percentage /	Base Hourly	Fringe
Journeyman Fringe Rate		Hours	Rate	Rate
<u>ROOFER</u>				
	Area 1			
\$44.51		60%	\$26.71	\$18.35
\$22.70		65%	\$28.93	\$18.35
		70%	\$31.16	\$18.35
		75%	\$33.38	\$22.70
		80%	\$35.61	\$22.70
		85%	\$37.83	\$22.70
		90%	\$40.06	\$22.70
		95%	\$42.28	\$22.70
	Area 2			
\$40.15		60%	\$24.09	\$13.70
\$18.97		65%	\$26.10	\$13.70
		70%	\$28.11	\$13.70
		75%	\$30.11	\$18.97
		80%	\$32.12	\$18.97
		85%	\$34.13	\$18.97
		90%	\$36.14	\$18.97
		95%	\$38.14	\$18.97
	Area 4			
\$44.51		60%	\$26.71	\$18.35
\$22.70		65%	\$28.93	\$18.35
		70%	\$31.16	\$18.35
		75%	\$33.38	\$22.70
		80%	\$35.61	\$22.70
		85%	\$37.83	\$22.70
		90%	\$40.06	\$22.70
		95%	\$42.28	\$22.70
	Area 5			
\$44.51		60%	\$26.71	\$18.35
\$22.70		65%	\$28.93	\$18.35
		70%	\$31.16	\$18.35
		75%	\$33.38	\$22.70
		80%	\$35.61	\$22.70
		85%	\$37.83	\$22.70
		90%	\$40.06	\$22.70
		95%	\$42.28	\$22.70

PWR APPRENTICESHIP RATES EFFECTIVE JANUARY 5, 2026

Item # 3.

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CLASSIFICATION

Journeyman Base Hourly Rate		Percentage /	Base Hourly	Fringe
Journeyman Fringe Rate		Hours	Rate	Rate
<u>SHEET METAL WORKER</u>				
Area 1				
\$56.24		50%	\$28.15	\$27.58
\$32.77		55%	\$30.95	\$27.72
		60%	\$33.76	\$27.86
		65%	\$36.57	\$28.00
		70%	\$39.38	\$28.14
		75%	\$42.19	\$28.28
		80%	\$45.00	\$28.42
		85%	\$47.81	\$28.56
		85%	\$47.81	\$28.56
		85%	\$47.81	\$28.56
Area 2				
Baker County (See Area 3 Rates)				
Malheur County (See Area 4 Rates)				
Area 3				
\$50.00	1st year/1st half	55%	\$27.50	\$16.45
\$28.37	1st year/2nd half	55%	\$28.75	\$18.65
		60%	\$30.00	\$22.12
		70%	\$35.00	\$23.78
		75%	\$37.50	\$25.19
		85%	\$42.50	\$27.00
Area 4				
\$45.14		50%	\$22.60	\$25.69
\$30.45		55%	\$24.85	\$25.83
		60%	\$27.10	\$25.97
		65%	\$29.36	\$26.11
		70%	\$31.61	\$26.25
		75%	\$33.87	\$26.39
		80%	\$36.12	\$26.53
		85%	\$38.38	\$26.67
		85%	\$38.38	\$26.67
		85%	\$38.38	\$26.67
Area 5				
\$45.45		50%	\$22.75	\$26.52
\$31.54		55%	\$25.02	\$26.66
		60%	\$27.29	\$26.80
		65%	\$29.56	\$26.94
		70%	\$31.83	\$27.08
		75%	\$34.10	\$27.22
		80%	\$36.37	\$27.36
		85%	\$38.64	\$27.50
		85%	\$38.64	\$27.50
		85%	\$38.64	\$27.50

PWR APPRENTICESHIP RATES EFFECTIVE JANUARY 5, 2026

Item # 3.

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CLASSIFICATION

	Percentage /	Base Hourly	Fringe
Journeyman Base Hourly Rate	Hours	Rate	Rate

SOFT FLOOR LAYER

	<i>Period</i>			
\$44.28	1st 6 months	60%	\$26.06	\$8.60
\$19.17	2nd 6 months	65%	\$28.24	\$17.25
	3rd 6 months	70%	\$30.41	\$17.52
	4th 6 months	75%	\$32.58	\$17.80
	5th 6 months	80%	\$34.76	\$18.07
	6th 6 months	85%	\$36.92	\$18.35
	7th 6 months	90%	\$39.09	\$18.62
	8th 6 months	95%	\$41.27	\$18.90

SPRINKLER FITTER

	<i>Area 1</i>	<i>Class</i>			
\$51.65		1	43%	\$22.21	\$10.23
\$28.87		2	48%	\$24.79	\$10.23
		3	52%	\$26.86	\$22.79
		4	56%	\$28.92	\$22.79
		5	59%	\$30.47	\$23.04
		6	64%	\$33.06	\$23.04
		7	68%	\$35.12	\$23.04
		8	72%	\$37.19	\$23.04
		9	76%	\$39.25	\$23.04
		10	80%	\$41.32	\$23.04
	Area 2	Class			
\$44.40		1	43%	\$19.09	\$10.23
\$28.86		2	48%	\$21.31	\$10.23
		3	52%	\$23.09	\$22.79
		4	56%	\$24.86	\$22.79
		5	59%	\$26.20	\$23.04
		6	64%	\$28.42	\$23.04
		7	68%	\$30.19	\$23.04
		8	72%	\$31.97	\$23.04
		9	76%	\$33.74	\$23.04
		10	80%	\$35.52	\$23.04

TENDER TO MASON

\$45.79		63%	\$28.85	\$17.80
\$17.80		70%	\$32.05	\$17.80
		80%	\$36.63	\$17.80
		90%	\$41.21	\$17.80

PWR APPRENTICESHIP RATES EFFECTIVE JANUARY 5, 2026

Item # 3.

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CLASSIFICATION

	Percentage / Hours	Base Hourly Rate	Fringe Rate
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TENDER TO PLASTERER

\$44.79	63%	\$28.22	\$18.30
\$18.30	70%	\$31.35	\$18.30
	80%	\$35.83	\$18.30
	90%	\$40.31	\$18.30

TILE TERRAZZO SETTER

	<i>Hours</i>		
\$43.93	1-1000	70%	\$30.75
\$22.51	1001-2000	75%	\$32.95
	2001-3000	80%	\$35.14
	3001-4000	85%	\$37.34
	4001-5000	90%	\$39.54
	5001-6000	95%	\$41.73

TILE TERRAZZO FINISHER

\$32.68		1-1000 hrs	\$24.06	\$16.21
\$16.93		1001-2000 hrs	\$26.88	\$16.21

Bid Sheet

City of Sandy Sandy City Hall Improvements

Line Item	Cost
Demolition Costs	\$ 2,200.00
Labor Costs	\$ 76,000.00
Materials Costs	\$ 71,000.00
Total Project Cost	\$ 149,200.00

Submitted by: Cedar Mill Constructon Comapny, LLC

Name & Title: Taylor Skipton, Contracts Manager

Signature: Taylor Skipton

Acknowledge addendums



EXHIBIT C. FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Bid Closing: March 10, 2026, at 1:00 pm

Disclosure Submittal Deadline: March 10, 2026, at 3:00 pm

This form must be completed, signed and submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within two working hours after the advertised bid closing time.

Bidders are required to disclose information about certain first-tier subcontractors (see ORS 279C.370). Specifically, when the contract amount of a first-tier subcontractor furnishing labor and material would be greater than or equal to: (i) 5% of the project Bid, but at least \$15,000; or (ii) \$350,000 regardless of the percentage, the Bidder must disclose the following information about that subcontractor either in its Bid submission, or within two hours after Bid Closing.

List below the names of each subcontractor that will be furnishing labor or furnishing labor and materials and that are required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter 'NONE' if there are no subcontractors that are required to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED).

Subcontractor Name	Dollar Value	Category of Work
De Temple	\$17,213.00	HVAC, Plumbing

Failure to submit this form by the disclosure deadline will result in a non-responsive bid. A non-responsive bid will not be considered for award.

Form submitted by (Bidder Name): Cedar Mill Construction Company, LLC

Contract Name: City of Sandy City Hall Improvements Phone No.: 503-545-6736

Contact: Taylor Skipton

BID BOND

Conforms with The American Institute of Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, Cedar Mill Construction Company, LLC

_____ as Principal, hereinafter called the Principal,

and the FCCI Insurance Company,

of Sarasota, Florida, a corporation duly organized under

the laws of the State of Florida, as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Sandy as Obligee, hereinafter called the Obligee,

in the sum of Ten Percent (10%) of Bid Amount

Dollars (\$ 10% of Bid Amount), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Sandy City Hall Improvements

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 10th day of March, 2026

Michelle J. Owen

Witness

Cedar Mill Construction Company, LLC (Seal)
Principal
Taylor Skipton
Contracts Manager Title

Travis J Robles

Travis J Robles, Witness

FCCI Insurance Company
By Lois F. Weathers
Lois F. Weathers, Attorney-in-Fact





GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Holl Lagerquist; James B. Binder; Charla M. Boadle; Amelia G. Burrill; Brandon K. Bush; Julie A. Craker; Carley Espiritu; Jacob T. Haddock; Sarah Whitaker; Brent E. Helesen; Lindsey Elaine Jorgensen; Aliceon A. Keltner; Christopher Kinyon; Bryan R. Ludwick; Michael S. Mansfield; Jamie L. Marques; Justin Dean Price; Annelies M. Richie; Tamara A. Ringeisen; Travis J. Robles; Donald Percell Shanklin, Jr.; Katharine J. Snider; Lois F. Weathers; Eric A. Zimmerman; Alyssa J. Lopez; Sharree Sutherland

Each, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$40,000,000.00): \$40,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 20th day of December, 2024.

Attest: Christina D. Welch
Christina D. Welch, President
FCCI Insurance Company



Christopher Shoucair
Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # NH 326535
Expires February 27, 2027

Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # NH 326535
Expires February 27, 2027

Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 10th day of March, 2026



Christopher Shoucair
Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

EXHIBIT D. RESPONSIBILITY DETERMINATION FORM

Please complete the following and return with your bid submission:

Project Name: City of Sandy Sandy City Hall Improvements

Bidder's Business Entity Name: Cedar Mill Construction Company, LLC

Bidder's CCB License Number: 131345

Form Submitted By (Contracting Agency): Cedar Mill Construction Company, LLC

Form Submitted by (Representative Name): Taylor Skipton. Taylor Skipton

Title: Contracts Manager

Date: 3/9/2026

I certify that bidder (please mark any that are applicable; if you do not mark a statement, please attach an explanatory narrative to this form.):

- Has available the appropriate financial, material, equipment, facility and personnel resources and expertise, or the ability to obtain the resources and expertise, necessary to meet all contractual responsibilities.
- Holds current licenses that businesses or service professionals operating in this state must hold in order to undertake or perform the work specified in the contract.
- Is covered by liability insurance and other insurance in amounts required in the solicitation documents.
- Qualifies as a carrier-insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- Has disclosed the bidder's first-tier subcontractors in accordance with ORS 279C.370.
- Has a satisfactory record of performance.
- Has a satisfactory record of integrity.
- Is qualified legally to contract with the City of Sandy.

The City may, in its sole discretion, request additional information from bidder in connection with the inquiry concerning responsibility.

EXHIBIT B. BID GUARANTY

Accompanying this proposal is Bidder's Bond
("bidder's bond," "cash" or "certified check") in the amount of 10% of the total bid amount 14,920.00 Dollars
(\$ 10% of the total bid amount 1,111) which amount is ten percent (10%) of the total amount of the Bidder's maximum
bid price including the base bid and all additive alternatives.

If this proposal shall be accepted and the undersigned shall fail to or neglect to contract as aforesaid, and to give a Payment and Performance Bond in the sum of the total amount of the bid as aforesaid, with sureties satisfactory to the City Council within ten (10) days from the date of receiving from the City Council the contract prepared and ready for execution, the City Council may, at its option, determine that the bidder has abandoned the contract, and thereupon forfeiture of the security accompanying this proposal shall operate and the same shall be the property of the City of Scappoose as provided by ORS 279C.385. It is further understood that the bid shall not be withdrawn or revoked for thirty (30) days after the scheduled closing time for receiving bids.

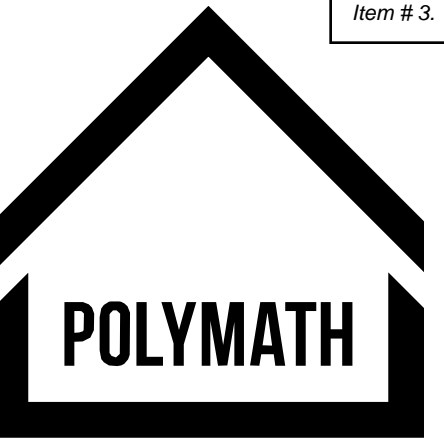
SIGNED and sealed this 9th day of March, 2026.

Signature of Bidder Taylor Skipton
(legal name of person)
By Taylor Skipton
(typed or printed name)
Title Contracts Manager

Name of Contractor Cedar Mill Construction Company, LLC

Business Address 19465 SW 89th Avenue Tualatin, OR 97062

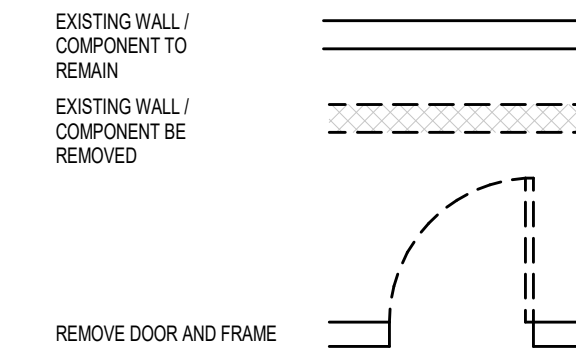
Telephone Number 503-885-9370



Polymath Studio Architecture, LLC
 2503 SE 11th Ave, #212
 Portland, Oregon 97202
 503.593.0934 © 2024

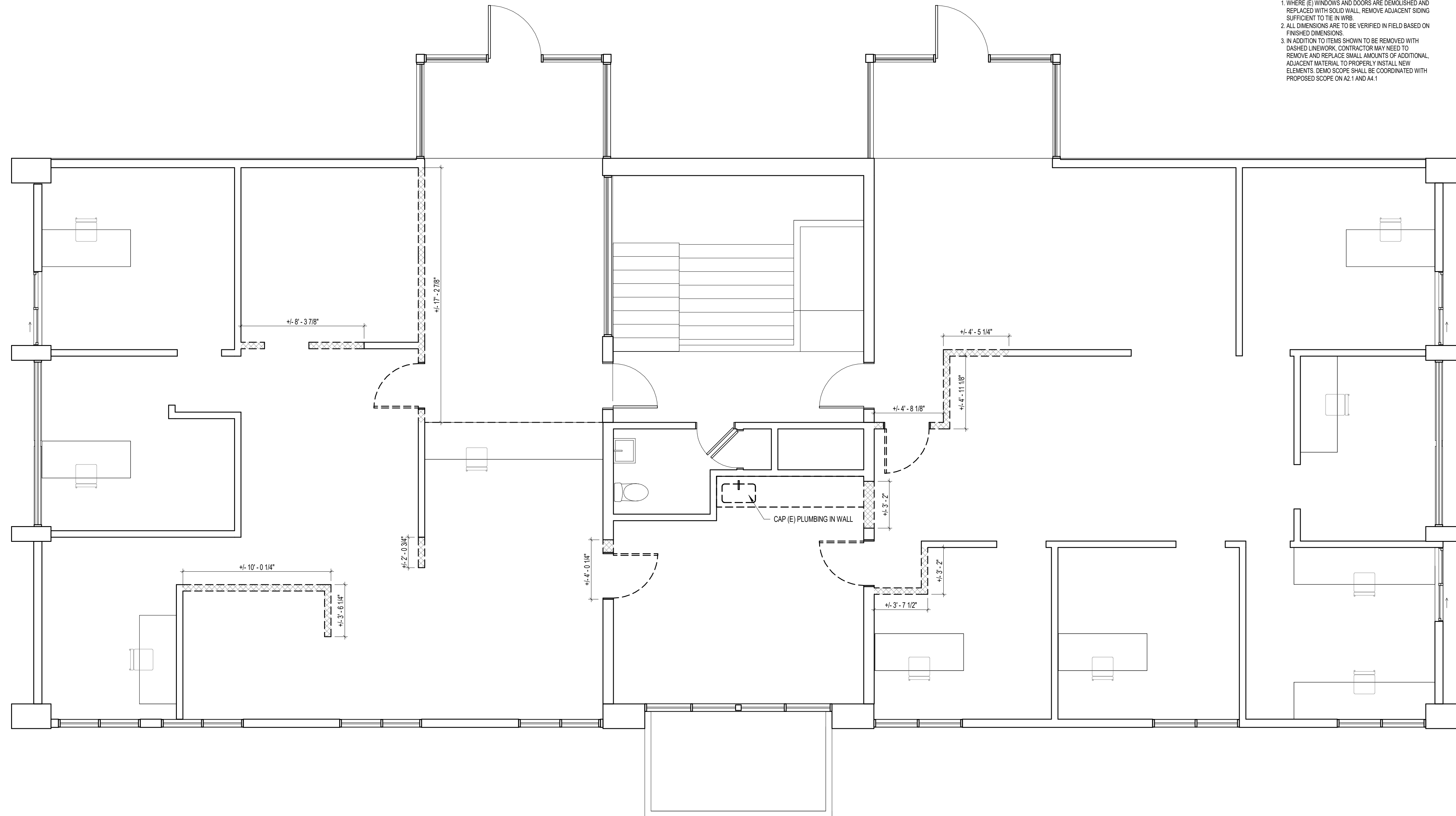


DEMOLITION PLAN LEGEND



DEMOLITION PLAN NOTES

- WHERE (E) WINDOWS AND DOORS ARE DEMOLISHED AND REPLACED WITH SOLID WALL, REMOVE ADJACENT SIDING SUFFICIENT TO TIE IN WRS.
- ALL DIMENSIONS ARE TO BE VERIFIED IN FIELD BASED ON FINISHED DIMENSIONS.
- IN ADDITION TO ITEMS SHOWN TO BE REMOVED WITH DASHED LINEWORK, CONTRACTOR MAY NEED TO REMOVE AND REPLACE SMALL AMOUNTS OF ADDITIONAL ADJACENT MATERIAL TO PROPERLY INSTALL NEW ELEMENTS. DEMO SCOPE SHALL BE COORDINATED WITH PROPOSED SCOPE ON A2.1 AND A4.1



SANDY CITY HALL SECURITY IMPROVEMENTS

Project # 2516
 39250 Pioneer Blvd
 Sandy, Oregon 97055
 Client: City Of Sandy

Revisions

Revision #	Revision Date

26 January 2026

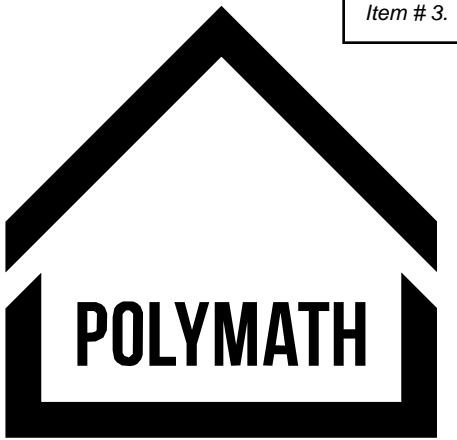
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Demo Plan - 1st Floor

1/4" = 1'-0"

D2.1





Polymath Studio Architecture, LLC
2503 SE 11th Ave, #212
Portland, Oregon 97202
503.593.0934 © 2024



SANDY CITY HALL SECURITY IMPROVEMENTS
Project # 2516
39250 Pioneer Blvd
Sandy, Oregon 97055
Client: City Of Sandy

Revisions

Revision #	Revision Date

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Proposed Upper Floor Plan

1/4" = 1'-0"

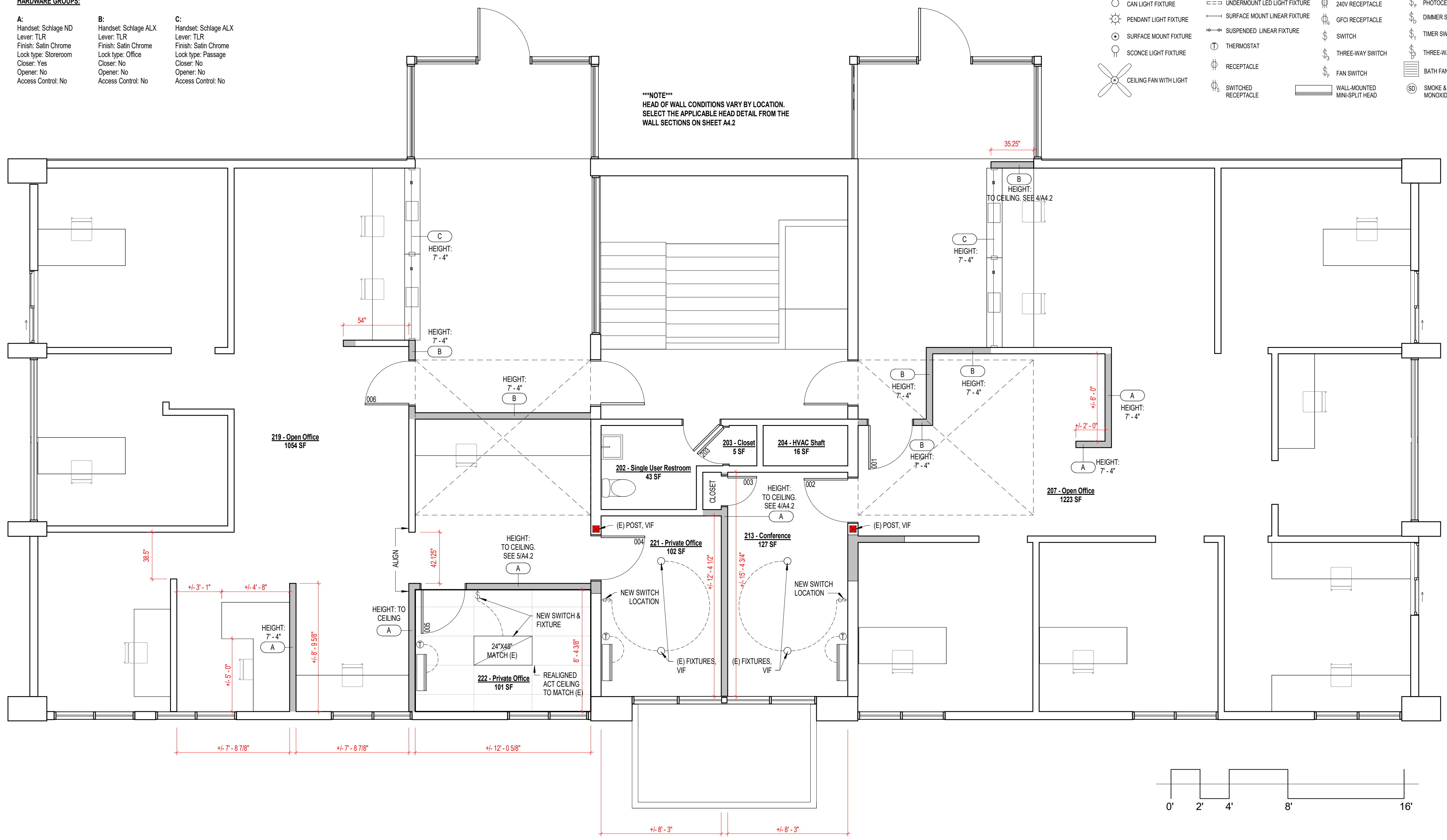
A2.1

DOOR SCHEDULE

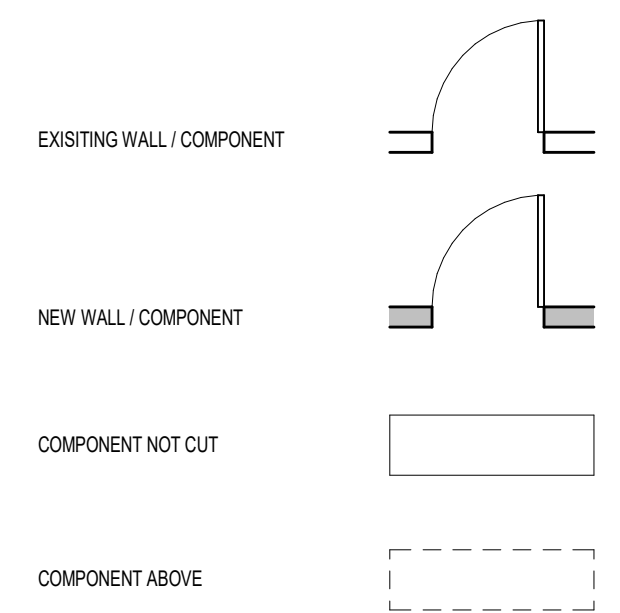
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001	3'-0"	7'-0"	Painted Metal	Armored	Full Lite	Lobby / Office	A	Yes	BOD: ARMORTEK Full Lite
002	3'-0"	7'-0"	Clearcoat Wood	Solid Core	Full Lite	Conference	B	No	
003	2'-0"	6'-8"	Clearcoat Wood	Hollow Core	None	Closet	C	No	
004	3'-0"	7'-0"	Clearcoat Wood	Solid Core	Full Lite	Private Office	B	No	
005	3'-0"	7'-0"	Clearcoat Wood	Solid Core	Full Lite	Private Office	B	No	
006	3'-0"	7'-0"	Painted Metal	Armored	Full Lite	Lobby / Office	A	Yes	BOD: ARMORTEK Full Lite

HARDWARE GROUPS:

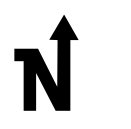
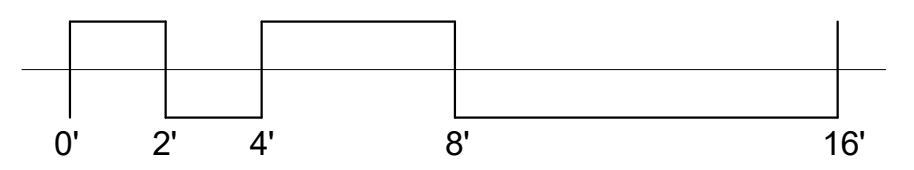
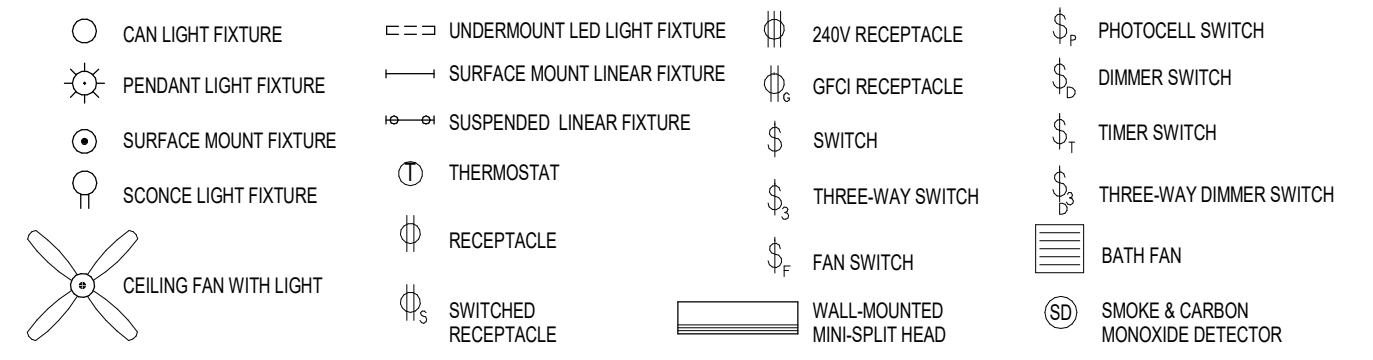
A: Handset: Schlage ND Lever: TLR Finish: Satin Chrome Lock type: Storeroom Closer: Yes Opener: No Access Control: No	B: Handset: Schlage ALX Lever: TLR Finish: Satin Chrome Lock type: Office Closer: No Opener: No Access Control: No	C: Handset: Schlage ALX Lever: TLR Finish: Satin Chrome Lock type: Passage Closer: No Opener: No Access Control: No
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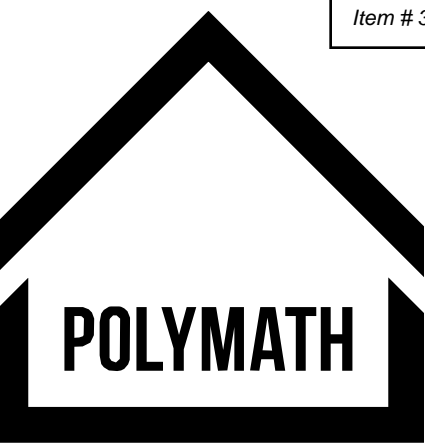


FLOOR PLAN LEGEND



REFLECTED CEILING PLAN LEGEND





Polymath Studio Architecture, LLC
2503 SE 11th Ave, #212
Portland, Oregon 97202
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SANDY CITY HALL SECURITY IMPROVEMENTS
Project # 2516
39250 Pioneer Blvd
Sandy, Oregon 97055
Client: City Of Sandy

Revisions

Revision #	Revision Date

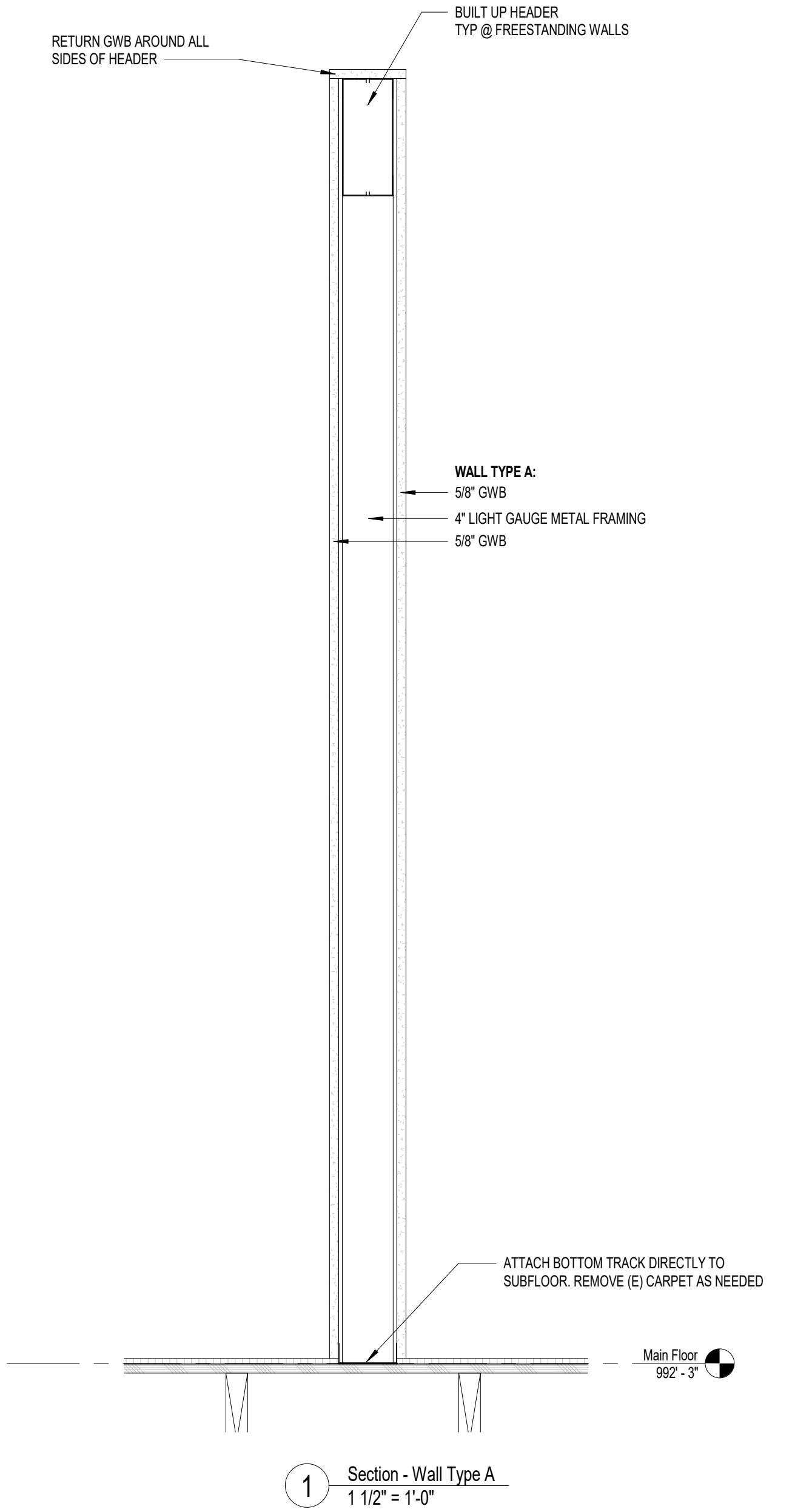
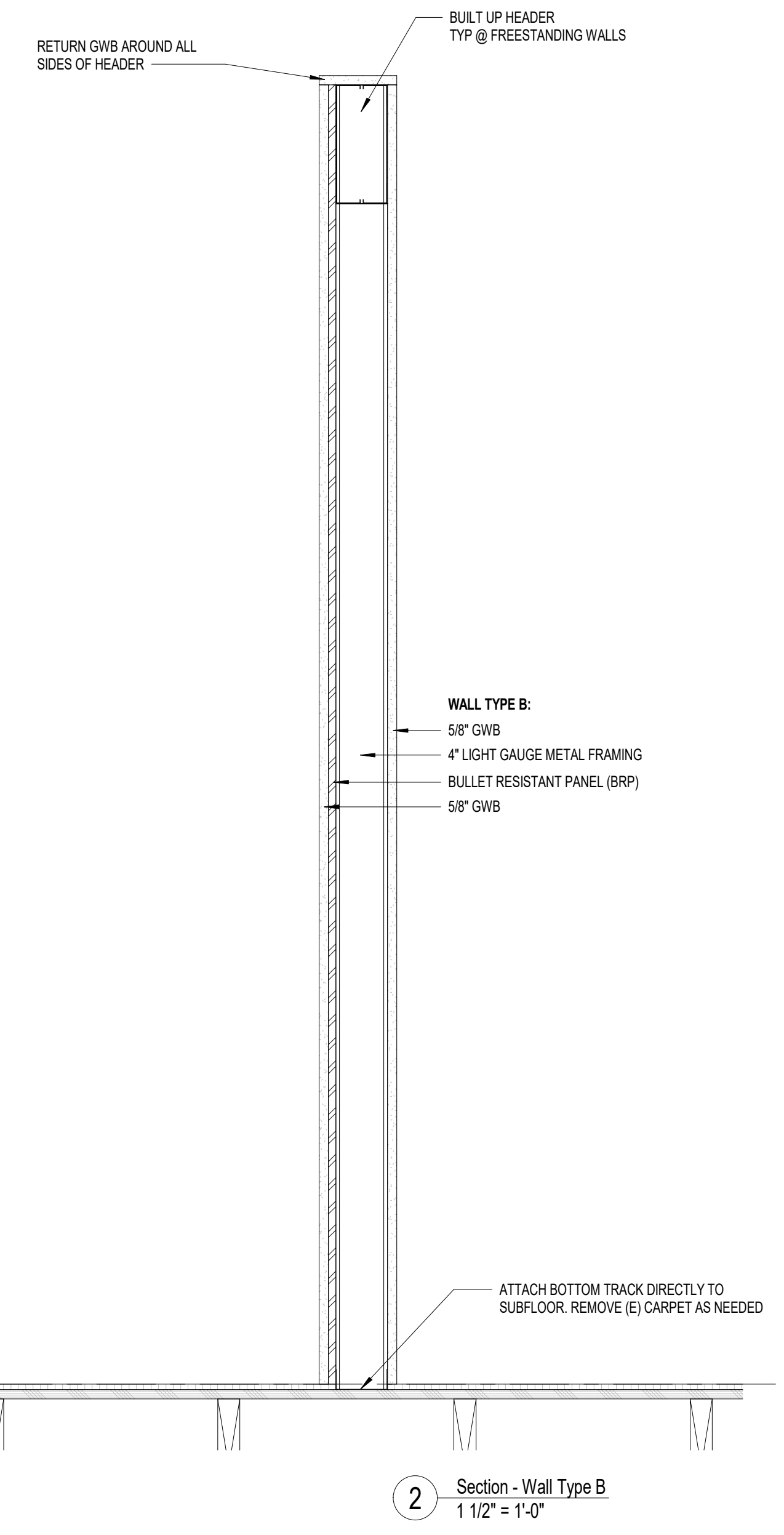
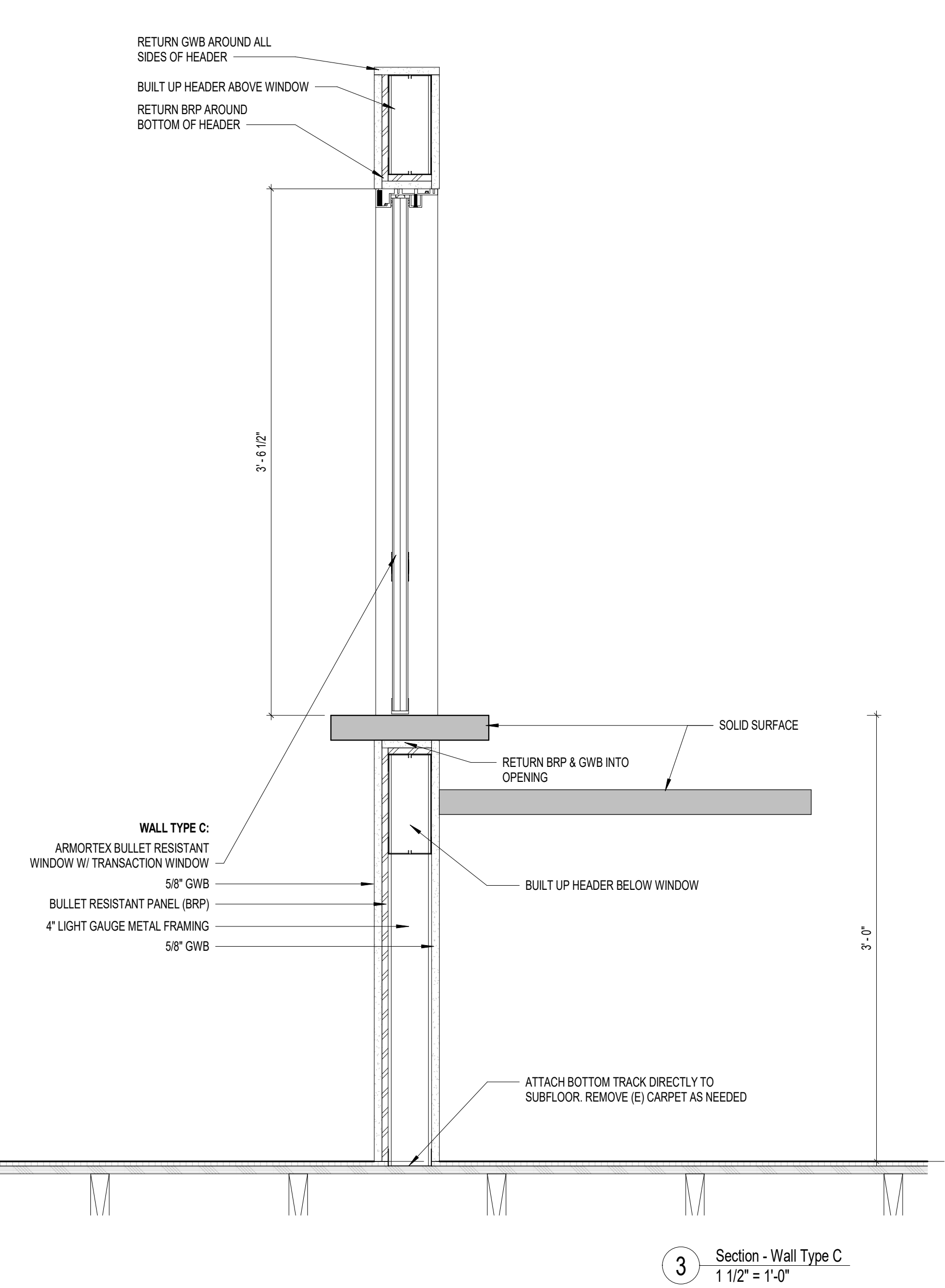
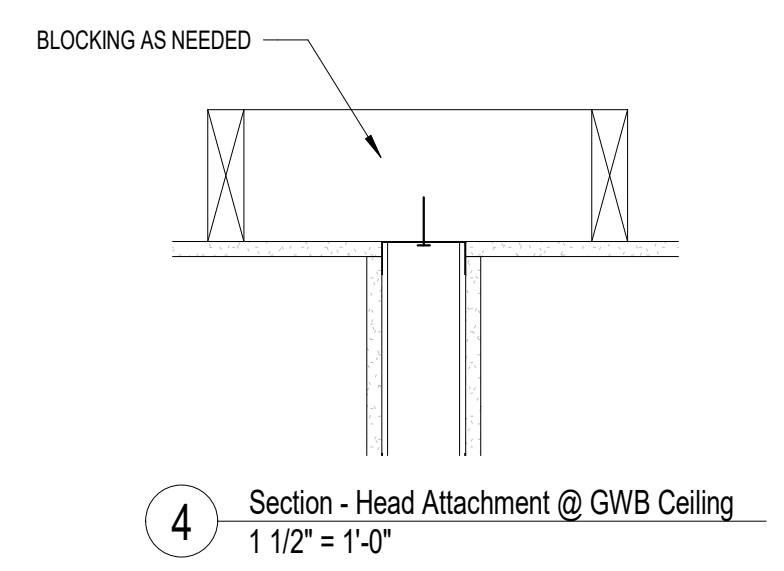
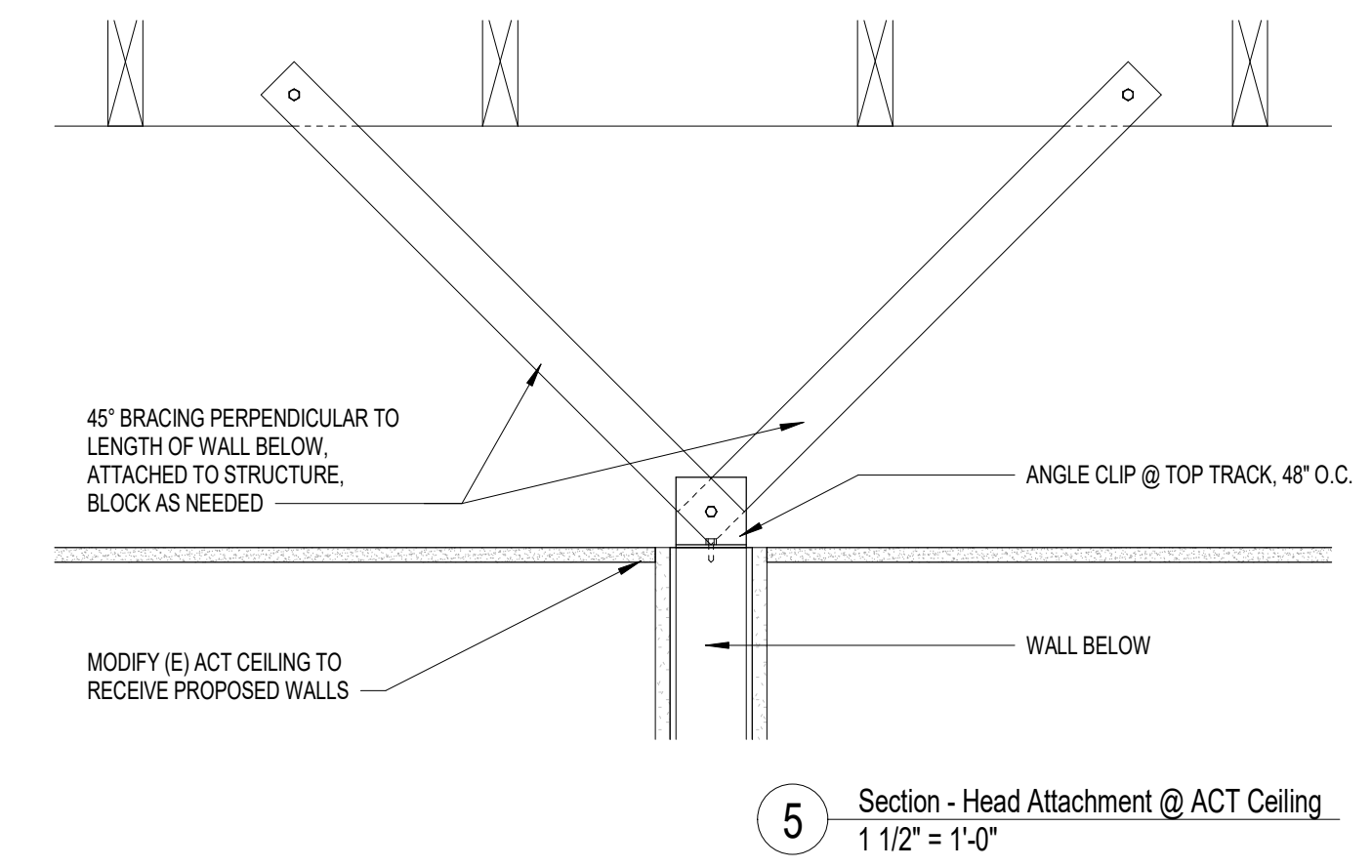
26 January 2026

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Wall Sections

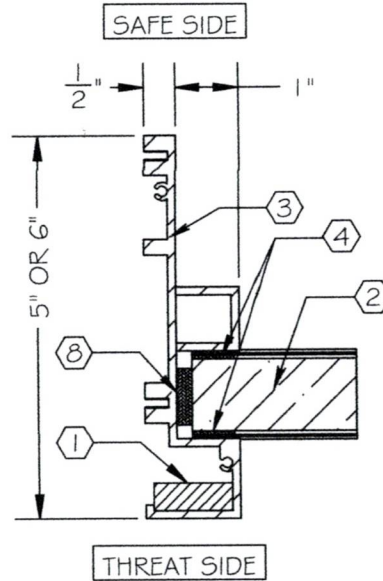
1 1/2" = 1'-0"

A4.1

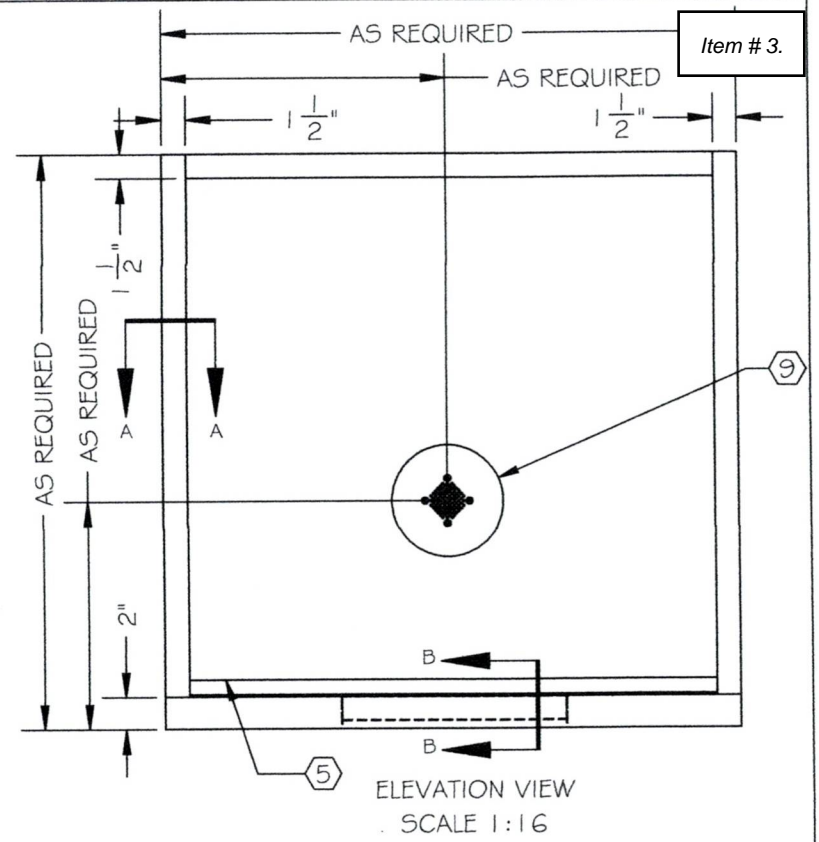


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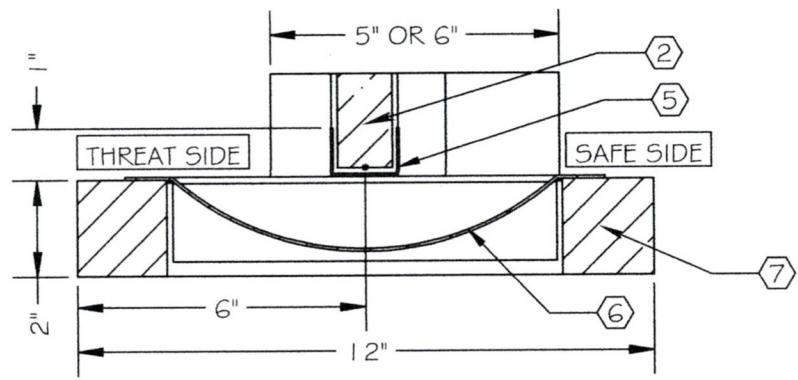
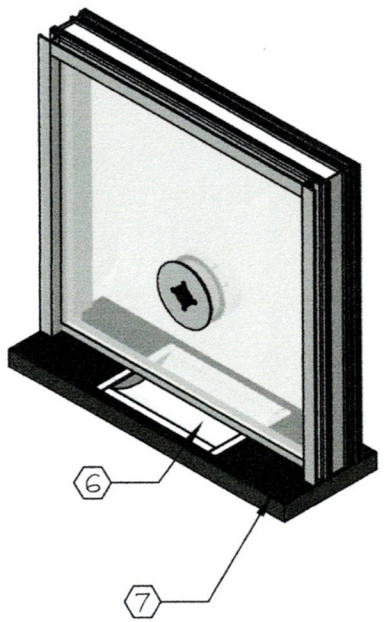
- ① ARMORTEX[®] BULLET RESISTANT ARMOR
- ② ARMORTEX[®] BULLET RESISTANT GLAZING
- ③ EXTRUDED ALUMINUM FRAME (CLEAR ANODIZED)
- ④ GLAZING TAPE
- ⑤ STAINLESS STEEL CAPS
- ⑥ STAINLESS STEEL DEAL TRAY
- ⑦ HIGH PRESSURE LAMINATED BLACK PLASTIC SHELF (STAINLESS STEEL OPTIONAL)
- ⑧ NEOPRENE SETTING BLOCK
- ⑨ SPEAKER
- ⑩ ANCHORS AS REQUIRED (NOT SHOWN)



SECTION A-A
SCALE 1 : 3



ELEVATION VIEW
SCALE 1 : 16



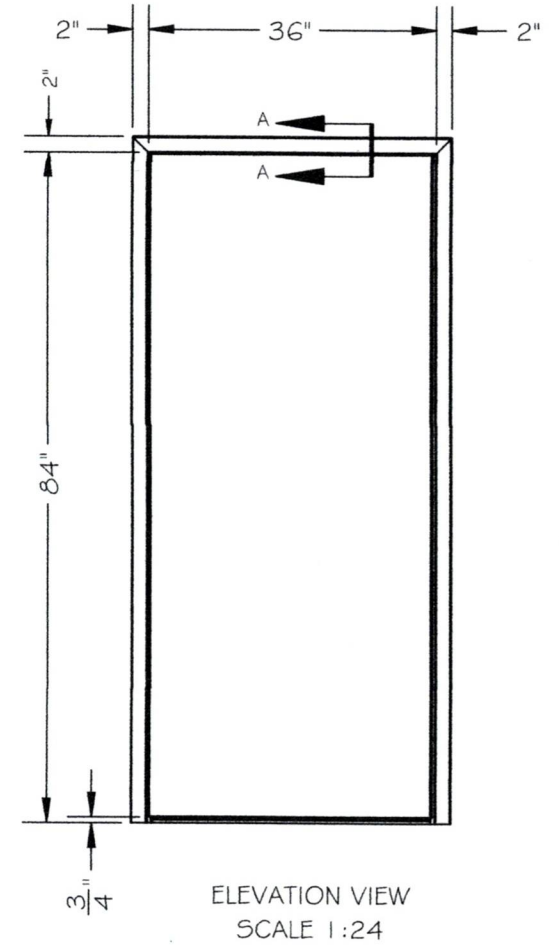
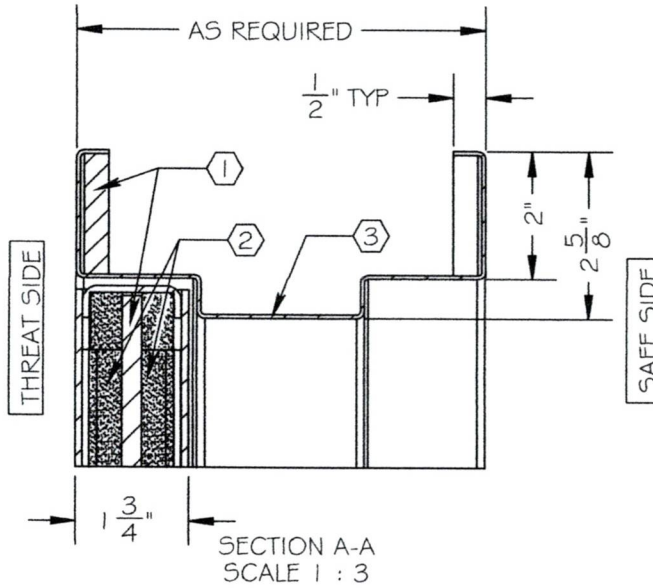
SECTION B-B
SCALE 1 : 4

SCALE: AS NOTED	TITLE: ALUMINUM TRANSACTION WINDOW W/SPEAKER	UNLESS OTHERWISE SPECIFIED: DIMENSIONS ARE IN INCHES TOLERANCES: FRACTIONAL ±1/16" ANGULAR: ±1° TWO PLACE DECIMAL ±.01 THREE PLACE DECIMAL ±.005	ARMORTEX[®] BULLET • BLAST • FORCED ENTRY - PROTECTIVE 5926 CORRIDOR PKWY SCHERTZ, TEL: 210-661-8306 800-880-8306 FAX: 210-661-8306 www.armortex.com
DATE: 06-22-2015	MODEL: WI-TW-AL-SP		
DRAWN BY: M. FREEMAN	SHEET NUMBER: 1 OF 1		

NOTES:

Item # 3.

- ① ARMORTEX[®] BULLET RESISTANT ARMOR
- ② FOAMED INSULATION
- ③ 16 GA. PRIME PAINTED STEEL DOOR AND FRAME
- ④ CONTINUOUS GEAR HINGE (NOT SHOWN)
- ⑤ HARDWARE PREPARATION AS REQUIRED (NOT SHOWN)



SCALE: AS NOTED	TITLE: HOLLOW METAL FLUSH DOOR	UNLESS OTHERWISE SPECIFIED: DIMENSIONS ARE IN INCHES TOLERANCES: FRACTIONAL $\pm 1/16"$ ANGULAR: $\pm 1^\circ$ TWO PLACE DECIMAL $\pm .01$ THREE PLACE DECIMAL $\pm .005$	ARMORTEX[®] BULLET • BLAST • FORCED ENTRY - PROTECTION 5926 CORRIDOR PKWY SCHERTZ, IL 60193 TEL: 210-661-8306 800-880-8306 FAX: 210-661-8306 www.armortex.com	
DATE: 05-27-2015	MODEL: DR-HM-NL-DB			133
DRAWN BY: M. FREEMAN	SHEET NUMBER: 1 OF 1			



STAFF REPORT

Meeting Type: City Council
Meeting Date: April 20, 2026
From: Patrick Depa, Senior Planner
Subject: Noise Exception: 4th Annual Sandy Invitational Chainsaw Carving (SICC)

DECISION TO BE MADE:

Whether to approve or deny a noise exception for the 4th Annual Sandy Invitational Chainsaw Carving (SICC) three-day event.

APPLICABLE COUNCIL GOAL:

n/a

BACKGROUND / CONTEXT:

The noise exception related to this request is for a three-day wood carving art event being held on Friday June 5 through Sunday June 7, 2026, from 8:00 am to 7:00 pm in the field directly behind (to the south) the Dick Hannah Dealership at 37000 Hwy 26. The existing field is 8.77 acres in size and is entirely vacant. Staff received a temporary land use application and other related materials on April 9, 2026, requesting approval for a three-day “chainsaw carving” event to be located for the second consecutive year on the vacant lot, behind the Dick Hannah Dealership.

The noise exemption request is identical to last year's request, with two minor modifications. The first modification is that this year's event will be for three days instead of two days like last year's event. The second modification is that there is an individual that has been pre-approved with official paperwork that allows him to attempt to break the Guinness Book of World Records for the longest continuous chainsaw carving. The organizers of the event are requesting for this one individual to continuously carve throughout one night. The organizers have informed us that they plan to erect sound barriers and/or use electric devices during the evening/night.

The proposed event location is zoned General Commercial (C-2). The property to the north and east is zoned General Commercial (C-2). The property to the south and west is zoned Single Family Residential (SFR) and High Density Residential (R-3).

The event will have the following activities, attractions, and exhibitions:

- Twenty plus active carvers, each creating and carving a piece for auction
- A demonstration of skills by competitive foresters from OSU
- Mechanical Demo Field: Heavy machinery for public viewing and explanation
- Oregon Mass Timber Manufacturing information on the “Timber Lab” and construction future
- Public participation in forestry related activities (signed waivers will be required)

- Secondary site run by AntFarm to ascent into a guided trip on Tickle Creek Trail
- Auction of carver's art at the end of the event
- Vendors selling arts and crafts
- Food Carts

The event organizer's application, site plan, narrative, and event schedule are provided as exhibits.

The applicant will secure a new insurance policy which will be scheduled to start prior to the event. The Insurance and "Hold Harmless" clause for the City will be conditions in the final temporary use order and the policy will be verified by the Planning Division prior to the event.

KEY CONSIDERATIONS / ANALYSIS:

Noise Exception: Section 8.20.020 (A) states: "No person may make, assist in making, continue or cause to be made any loud, disturbing or unnecessary noise which either annoys, disturbs, injures or endangers the comfort, repose, health, safety or peace of others."

Section 8.20.020 (B) states: "Loud, disturbing and unnecessary noises in violation of this section include, but are not limited to the following:"

Section 8.20.020 (B)(10) goes on to state: "The discharge in the open air of the exhaust of a steam engine, internal combustion engine, motorboat or motor vehicle except through a muffler or other device which will effectively prevent loud or explosive noises and the emission of annoying smoke."

There are no criteria in the Sandy Municipal Code to apply when approving noise exceptions.

BUDGET IMPACT:

None

RECOMMENDATION:

Generally, this application meets the general requirements of the Development Code Section 17.74.60 (A) (Temporary Uses) and promotes a unique art event in the City of Sandy. The Council will need to weigh whether the all-night continuous carving record attempt should receive a noise exception in addition to an exception for the main event.

SUGGESTED MOTION LANGUAGE:

"I move to approve the noise exception at 37000 Hwy 26 for the event cited under File No. 26-014 TEMP, to be held Friday June 5th through Sunday June 7th 2026, from 8:00 a.m. to 7:00 p.m.; with an additional exception to allow for one individual to undertake carving throughout the night of June 5th to June 6th for the purpose of breaking a Guinness World Record for continuous chainsaw carving."

LIST OF ATTACHMENTS / EXHIBITS:

- Exhibit A. Land Use Application / Site Plan
- Exhibit B. Special Event Permit Application
- Exhibit C. Narrative and Event Schedule



General Land Use Application

1 page

Name of Project:	SICC Forest Festival 2026
Location or Address:	36936 US-26, Sandy OR 97055

Map & Tax Lot #	T: SBE Attached	R: Attached	Section: MAP	Tax Lot (s):
----------------------------	------------------------	--------------------	---------------------	---------------------

Request: Chainsaw Carving Competition approx. 25 contestants with fenced off stalls/barricades. Mechanized demonstrations of big equipment and career/tech job fair. Live Demos and vendors Interactive timber displays, educational booths, NONPROFITS, timber sports competitions and youth demo-field Guinness book world record attempt, fuels reduction, invasive removal

- I am the (check one) owner lessee of the property listed above, and the statements and information contained herein are in all respects true, complete and correct to the best of my knowledge and belief.
- With submission of this application, I authorize representatives of the City of Sandy to access the property for the purpose of site investigation associated with this application.

Applicant (if different than owner) Trajectory	Owner Dick Hannah Ford/Chevrolet
Address 9123 SE St Helens St, Ste 264	Address 36936 US-26
City/State/Zip Clackamas/OR/97015	City/State/Zip Sandy/OR/97055
Email Austin.e@trajectorynw.org	Email ewinston@dickhannah.com
Phone 503-381-9314	Phone 360-944-3337
Signature <i>[Signature]</i>	Signature <i>[Signature]</i>

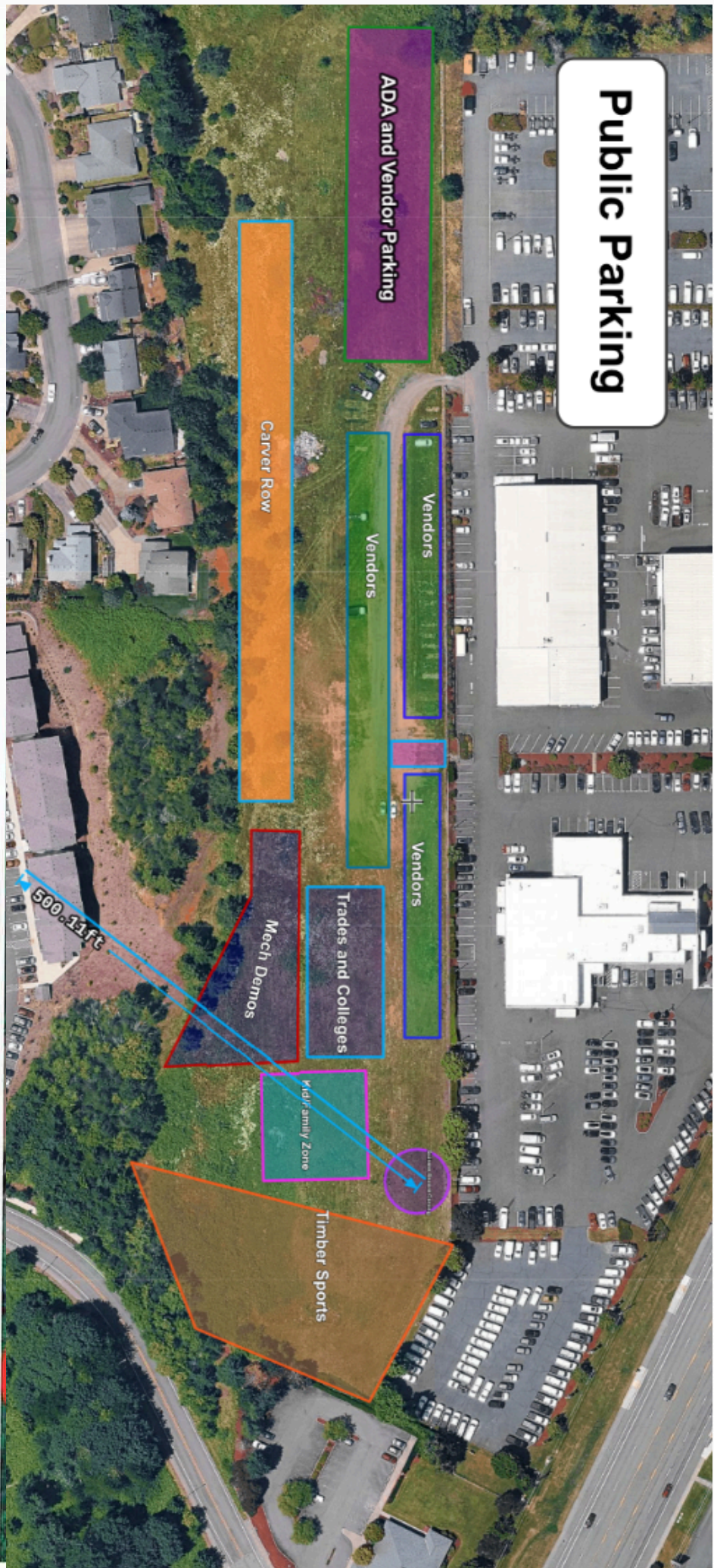
Staff Use Only

File #:	Date:	Fee\$:	Planner:
Type of review: Type I <input type="checkbox"/> Type II <input type="checkbox"/> Type III <input type="checkbox"/> Type IV <input type="checkbox"/>			
Has applicant attended a pre-app? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, date of pre-app meeting:			

Development Services Department, 39250 Pioneer Blvd, Sandy, OR 97055, 503.489.2160

Email: planning@ci.sandy.or.us

GIS Map # 24E14BD
Parcel # 24E14BD 06400
Parcel # 00666470



Special Event Permit Application

CITY OF SANDY

PHONE (503) 489-2173/FAX (503) 668-8714
39250 PIONEER BOULEVARD • SANDY, OR 97055
specialeventspermits@ci.sandy.or.us

OVERVIEW

Special Events are those events using any portion of public right-of-way or city-owned property, including sidewalks, parks, streets, parking spaces, parking lots, alleys, trails etc. and/or an event, involve live or recorded music or substantially impact or impede traffic flow,. An application must be received at least 60 days prior to event. If the event requires significant amount of planning or long lead time for publicity and promotion, it is recommended that the applicant(s) allow 4-6 months for

APPLICATION PROCESS

This process begins when you submit a completed application. We would like to receive the application as soon as possible, but in no circumstances less than 60 days prior to your event. The fee for applications submitted with 60 days or more notice prior to event is \$50 (\$25 for non-profit). For applications received with less than 60 days notice the fee is \$100 (\$50 for non-profit). Submissions made less than 60 days in advance of the event may not be approved in time and in such instances may be denied based on the late submission. Denial of a special event permit does not grant reimbursement of the fee. Once the City has deemed an application complete an initial review will be completed and staff will contact applicant(s) via the email address provided upon submitted application. If staff does not have questions regarding the proposed event, the email will confirm the event date and the city will work with the applicant(s) to schedule a meeting to review your proposed event and layout. At the meeting, we will discuss fees and provide you with additional information and a checklist for planning.

After the initial meeting you will need to provide the following (at least 14 days before event):

1. Certificate of Insurance listing the City, its officers, agents and elected officials as additional insured with the following minimum coverage limits:
\$2,000,000 per occurrence and \$2,000,000 aggregate. (If not attached to application.)
2. Hold Harmless Agreements signed by applicant(s).
3. OLCC license approval (if applicable)
4. ODOT approval (if applicable) - we can advise you on this
5. Traffic Control/Parking Plan(s) - if not attached to your application
6. Map of closure(s) or route - if not attached to your application
7. Clean up plan - if not attached to your application
8. Cash deposit, funds in escrow or performance bond (if required)

CONTACT INFORMATION

*Organization/Group: Trajectory	
Address: 9123 SE St Helens St. STE 264, Clackamas OR, 971	
*Contact Name: Austin Ernesti	*Primary Phone: 503-381-9314
*Email Address: Austin.e@trajectorynw.org	* Mobile Phone (if different than above):
Website: www.trajectorynw.org	Tax ID / SSN# 88-261277C

*required information

EVENT INFORMATION

*Event Type and Name: SICC Forest Festival, City Celebration, wood carving, sports, trades/career fair, disp/demos, public educatio	
Brief Event Description: Chainsaw Carving event hosting 25 artists, Demonstrations, education, and careers pertaining to Oregons Forests Timbersports, vendor boothes, career opportunities, Heavy mechinery, Tickle Creek Clean up, arbor ascension, competitions.	
*Location/Facility Requested: Dick Hannah Ford/Chevy 37000 US-26, Sandy OR 97055	Expected Number of Participants: Youth: <u>1000</u> Adult: <u>1000</u>
*Event Date: June 5th-June 7th 2026	Expected Number of Spectators: Youth: <u>2000</u> Adult: <u>5000</u>
*Start Time: 8:00am	*End Time: 7:00 pm

*required information

Describe in detail the event you will be holding:

~~Independtant Chainsaw Carving Competition. Artists sell pieces. Vendor/shop participation inducing food, nonprofits, companies, government orgs pertaining to forestry. Arbor Ascension and Fuels reduction/invasive removal on Tickle Creek led by Antfarm. Skills demos from old and modern equipment, hands on activities with guidance and proper PP usage. Trained professionals on site and trades celebration/exploration. Logs chosen on Friday morning, saws down 4:30 pm each day with live auction on Sunday afternoon. Local artist Johnny Kimball attmemptps world record setting sanctioned by Guinness Book of Records. Mass Timber Displays, mechanized demos from industry partners. No Alcohol on site. Kids zone and family friendly activities.~~

Use additional pages as needed.

Check & answer all that apply:

- How many toilets and handwashing stations will be provided? 10
- Will be blocking or closing roads, sidewalks or parking areas or affecting bus routes or bike lanes - Provide traffic control plan (diagram or map with narrative)
- Will need barricades from the City of Sandy - Provide number and locations
- Will require traffic control provided by City of Sandy
- Will require, or be requesting, police presence provided by City of Sandy
- Will be holding event in a City Park or on City Right of Way (street, sidewalk, parks, parking lane)
- More than 40 persons are expected at the event
- Will be advertising the event for commercial purposes or charging admission
- Will be serving food (catered or vendors) at the event (potlucks and family BBQs do not apply), Or have other vendors, artisans etc at the event. If so provide a vendor list
- Will be serving alcohol at the event
- Will be using pyrotechnics/fireworks at the event. Operation of any machinery or equipment which produces heat, sparks, dust, fumes or which require separation form event attendees to prevent injuries
- Will be using PA, Speakers or other Amplification/Broadcasting device at event
- Are legally recognized as a 501C3 Non-Profit or Charitable cause?
- Will require _____ number of parking spaces for each day of event (submit parking plan)
- Will there be rides (carnival rides, hot air balloons etc) at this event?
- Provisions for recycling and trash collection on-site? Provide plan and attach to application.
- Do you have insurance to cover the event? If yes, please provide copy of insurance certificate.
- Tents, canopies, trailers, mobile homes or covered booths or food carts

Special Event Permit

CITY OF SANDY

PHONE (503) 489-2173/FAX (503) 668-8714
39250 PIONEER BOULEVARD • SANDY, OR 97055
specialeventspermits@ci.sandy.or.us


SPECIAL USE PERMIT

1. The permit holder is authorized to conduct the following activities and install the following temporary improvements in the permitted area: See Exhibit A. The City makes no representation or warranties as to the condition of the permitted area or its suitability for the proposed event/activity.
2. The permit holder shall conduct the authorized activities according to the description on the application and any attached approved plans, conditions and specifications, provided by the City and included in attached Exhibits. The holder shall not install any improvements not specifically identified and approved above or in an exhibit.
3. No soil, trees, or other vegetation or any structures or improvements may be altered, destroyed or removed from property owned or managed by the City of Sandy without specific prior written permission from the authorized staff.
4. The permit holder shall comply with all federal, state, county, and municipal laws, ordinances, and regulations which are applicable to the area or operations covered by this permit.
5. The permit holder shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized staff. The permit holder shall fully repair and bear the expense for all damages, other than ordinary wear and tear, to any property owned or managed by the City of Sandy lands, roads and trails caused by the holder's activities.
6. The permit holder has the responsibility of inspecting the use area and adjoining areas for dangerous trees, hanging limbs, and other evidence of hazardous conditions which would pose a risk of injury to individuals. After securing permission from the authorized staff, the holder shall remove or abate such hazards.
7. The permit holder shall be liable for any damage suffered by the City of Sandy resulting from or related to use of this permit, including damages to City of Sandy resources and costs of fire suppression.
8. To the greatest extent permitted by law, the permit holder shall indemnify, defend (with counsel reasonably acceptable to the City) and hold harmless the City of Sandy and its officers, elected officials, employees, agents and volunteers from and against any and all claims, actions, liabilities, damages, losses or expenses (including attorney fees and related legal costs) for bodily or personal injury (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any acts or omissions of permit holder, its owners, officers, directors, members, agents, volunteers, employees, contractors, invitees, licensees or guests. The obligations imposed upon permit holder under this paragraph include any claim arising out of or related to the use of property owned or managed by the City of Sandy in connection with the event for which this permit is issued. Permit holder expressly acknowledges that the City of Sandy shall, in all instances, except for any claim arising solely from the negligent acts or omissions of the City of Sandy, be indemnified by permit holder against any and all claims arising out of or related to the event.

9. This permit is subject to all valid existing rights and claims outstanding in third parties.
10. This permit may be revoked or suspended upon breach of any of the conditions herein or at the discretion of the authorized staff. Upon expiration or revocation of this authorization, the permit holder shall immediately remove all improvements or other property used for the event, except those owned or managed by the City of Sandy, and shall restore the site within 7 days, unless otherwise agreed upon in writing. If the holder fails to remove improvements or other property used for the event, it shall become property of the City of Sandy, but that will not relieve the holder of liability for the cost of its removal and restoration of the site.
11. This permit is a license for the use of City owned or managed property. It does not grant any interest in real property. This permit is not transferable. Only with the prior written approval of the City of Sandy, which it may withhold in its sole discretion, may the permit holder enter into agreements with third parties to exercise the rights and privileges granted by this authorization and only if those third parties expressly agree in writing to abide by the permit holder's duties and obligations and to abide by the conditions and restrictions of this permit. In any event, the permit holder remains bound by the terms and conditions of this permit, independent of whether the City of Sandy permits a third party to exercise rights under it.
12. The holder is required to comply with standards for adequacy and type of services set out in the this document or any exhibits attached to the permit, once issued.
13. Gambling or the use of gambling machines or devices during the event is prohibited.
14. The permit holder, in advertisements, signs, brochures, letterheads, and like materials, as well as orally, shall not misrepresent in any way, either the accommodations provided, the status of the authorization, or the area covered by it or the vicinity. The fact that the permitted area is located on property owned or managed by the City of Sandy shall be made clear in all formats of the holder's brochures and advertising regarding the use and management of the area and authorized facilities.
15. Interest shall be charged on any fee amount not paid within 30 days from the date the fee or fee calculation financial statement specified in this authorization becomes due. The rate of interest assessed shall be nine percent (9%) per annum. Interest on the principal shall accrue from the date the fee or fee calculation financial statement is due. In the event the account becomes delinquent, administrative costs to cover processing and handling of the delinquency will be assessed. A penalty of 6 percent per annum shall be assessed on the total amount delinquent in excess of 90 days and shall accrue from the same date on which interest charges begin to accrue. Payments will be credited on the date received by the designated City staff. If the due date for the fee or fee calculation statement falls on a non-workday, the charges shall not apply until the close of business on the next workday. Disputed fees are due and payable by the due date. If the fees become delinquent, the City of Sandy reserves all of its rights under Oregon and federal law to collect a debt.
16. Possession, consumption, or sale of alcoholic beverages at or during the event is prohibited unless a separate alcohol permit has been issued and service is in accordance with OLCC regulations. Any alcohol permit may subject holder to additional terms and conditions, including higher insurance requirements.
17. This permit is accepted subject to the conditions set forth herein, including any conditions in any exhibits attached to and made a part of this authorization.
18. The above clauses shall control if they conflict with additional clauses or provisions in any exhibit.

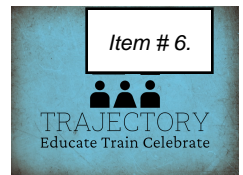
19. The permit holder has read and agreed to abide by the park regulations established for use of a City of Sandy Facility/Park. The permit holder agrees to be solely and completely responsible for the condition of the reserved area and to leave it in neat and clean condition without damage. The permit holder agrees to promptly reimburse the City of Sandy for all damages. The permit holder acknowledges any permitted special uses, including sound amplification, may be revoked for cause with no reimbursement of fees.

20. Applicant agrees to provide liability insurance a minimum of two (2) weeks prior to the event, naming the City of Sandy as an additional insured in the following amount: \$2 million single occurrence/\$2 million general aggregate. The event is prohibited until the required certificate has been received and approved by the City of Sandy.

With my signature below, I acknowledge that I am authorized, on behalf of myself and the entity identified in the Special Use Application, to be bound to the terms and conditions of this permit and to the City of Sandy's rules and procedures applicable to the event.	
Permit Holder's Printed Name: Trajectory (ED: AUstin Ernesti)	
Permit Holder's Signature: 	Date: April 8, 2026
Authorization is granted by:	Title:
Signature:	Date:

HOLDER MUST HAVE THIS PERMIT AND ATTACHED EXHIBITS (IF ANY) (OR A LEGIBLE COPY) IN POSSESSION DURING THE AUTHORIZED ACTIVITY

Exhibits attached: _____



SICC Forest Fest

Sponsored by:

Dick Hannah

4th Annual Forest Festival

June 5th-7th, 2026

37000 US-26, Sandy, OR 97055

If you have questions:

Email SICC@trajectorynw.org

OVERVIEW & PURPOSE

What: Celebrate Oregon Forests through the support of Wood Carving Artists, Forestry Education, Timber Sports, Mass Timber, Mechanized demos, and skills demonstrations.

Where: Dick Hannah rear field, 37000 US-26, Sandy, OR 97055

When: June 5th-7th 2026 8:00 am to 6:00 pm

June 5th is slated as "Education Day" and will be offered to local schools as access to education and trades. 6th/7th are open to the general public.

Who: Trajectory, Dick Hannah, O'Malley Bros Corp, Wayne Stone Logging, Freelance Artists, Competitors, Local Business, Government Offices and Representatives, Nonprofit Organizations, Post Secondary Education

Website: <https://www.trajectorynw.org/sicc>

Contacts:

Carving: [Austin Ernesti](#) 503-381-9314

Mech and Development: [Mike O'Malley](#) 503-407-9058

Timber Sports: [Andrew Sloan](#) 503-939-7986

Vendors: [Jen Mein](#) 541-390-6135

Education Field: [Paul Felstiner](#) 503-539-0689

Marketing: [Aristarco Herrera](#) - 503-501-9715

Family Zone: [Jordan Winthrop](#) - 503-201-7219

Land: [Dominick de Landro](#) 503-427-8022

Road Closures: No road closures are requested. Entrance to event through Industrial Way.

Site Development: The rear property at 37000 US-26 is mostly prepared for the event due to prep last year.

Noise Exemption: We are once again asking for a noise exemption for the event. June 5th-7th. There will be chainsaws and heavy machinery running during the day. To our knowledge there were no noise complaints in previous years as chainsaws are always running in Sandy and the event will be closed before dusk. This year is different as Johnny Kimball will be attempting to make a Guinness sanctioned world record chainsaw carving and will be carving throughout the night. We may erect sound barriers and/or use electric devices during the evenings.

Theme

Oregon does trees a bit differently. Our forests are an active and complex laboratory worth supporting and emulating; they create sustainable products, public recreation, curtail the threats of climate change, and provide a wide variety of careers. Trajectory

can think of nothing in Sandy more worth celebrating, studying, enjoying, protecting, and honoring than the Forest.

The event is broken into Five parts with the main event being the active carving; we are capping it at 25 artists and the selling and auctioning of their art. Hosting independent wood carving artists to demonstrate their capabilities and sell art. "Quick Carve" event will also take place each day and will have a live auction in the evening both Saturday and Sunday. Industry-required Safety Gear and Personal Protective Equipment will be provided and worn by all individuals participating in events regardless of their affiliation or certifications. Artists may also display and sell their own pieces. Invitations to other relevant vendors/educational booths with partnered Organizations. Carvers choose their logs at 8 am on Friday the 5th by lot with trades legal. Saws down at 4:00 pm each day. On Sunday a judging panel with decision announcement will take place with a live auction for the pieces carved.

Other events will include:

- **SICC TimberSports:** Local Competitors following Stihl TimberSports Rules. Events are open to public members with relevant experience. Events include standards like buck saw, underhand chop, obstacle pole, log burling, stock saw, etc. Waivers for participants are mandatory.

Trajectory will be sourcing the needed logs. They will also be the Industry Professionals that will be leading the public in practical skills. Public participation in forestry-related activities like choker setting, cable splicing, and two-person buck saw. Waivers must be signed by all participants or their guardians. Industry-required Safety Gear and Personal Protective Equipment will be provided and worn by all individuals participating in events regardless of their affiliation or certifications. Equipment includes but is not limited to helmets, eye pro, ear pro, chaps, gloves, and face shields. Restated for emphasis: *untrained volunteers are not to instruct the general public.*

-**SICC Mech Demo Field:** Heavy Machinery for public viewing and explanation. (Harvester, Excavator, Dozer, etc) Mini Excavator public competition (balls in buckets.) Log Loader competition for industry professionals. Portable Mills, welding equipment, maintenance trucks, and other local trades positions

-**Guinness World Record Attempt:** Johnny Kimball of Stumptown Carving will set a world record for the longest continuous carving on site starting at noon on Friday June 5th. He will continue until he can no longer safely perform with a goal of at least 24 continuous hours. He will have a support team

and a live camera feed going during the event. Piece will be auctioned off to highest bidder over the course of the summer.

-SICC Mass Timber: Oregon Mass Timber Manufacturing: the regenerative wave of the near future. Displays by TimberLab, Souter Timber, OSU TallWood Design Institute, and more.

-Family Zone: Bouncy houses, Story time with Sandy Rotary, Music, Bubble Machines and more ran by Jordan Winthrop

-Vendors: Selling Vendors, educational nonprofits, local organizations, and trades jobs with "job seekers" in mind. (Pseudo job fair.) Vendor booths should be set up and staffed before 10am.

-Tickle Creek: Secondary site run by Antfarm. Public members can ascend into the canopy on Tickle Creek Trail, then provide assistance in fuels and invasive plant removal. Do something cool while giving back to the community.

Incident Mitigation and Safety

-Insurance with \$2,000,000 liability naming Trajectory, Dick Hannah, the City of Sandy, and all associated staff, participants, and volunteers as certificate holders. Insurance is provided by The Alliance of Nonprofits for Insurance.

-Carvers are given a 15'x30' space blocked off by waist high fencing. Signage on public facing sides.

-Timber Sports Field run by Andrew Sloan with help from Jon Wood and Albert Schroder.

-Orange t-post fencing the entire perimeter of the carvers, and where required for timber sports, mech, and youth field.

-All tools used by or supervised by trained professionals. Powered equipment must be directly supervised 1:1 by industry professionals.

-Public will utilize full sets/ relevant Personal Protective Equipment and follow OSHA standards during skills training.

-All equipment must be secured by physical presence, behind monitored fences, or in secured sites. Heavy equipment must be run by or in conjunction with experienced operators in the cab. Exception: mini excavator competition will be blocked off and can be done by any public members, moving tires or dropping tennis balls in buckets.

-Mass timber demos will use small tools like impact drivers and hammers. Appropriate PPE utilized and guided by industry professionals from respective businesses.

-Earplugs at all entrances with volunteers discussing hearing loss prevention. Sunscreen and skin damage info are provided as well.

-8 Portable Toilets dispersed across events.

-Water Stations and first aid at each site

-Trash cans at all entrances, restrooms, and at water stations.

-Fire units on site. (Also with Career Fair participation.)

-EMS Services On Site (Also doing Career Fair Participation)

-Fire Marshal approval.

Site Build up:

The field will be built up over several weeks prior to the event. There may be heavy equipment on site during daylight hours. Grass is prevalent this year so no need for hog fuel or ground cover. The gated entrance to the field will be expanded to allow larger equipment.

Clean up and Pack out:

Trajectory has a team of volunteers to facilitate teardown. During the days of event and the following day. Huge machines will need to be hauled in and out during weeks prior and after the event.

Major tents, trash, and exhibits will be torn down the night of June 7th Fencing, machines, and remainders will be removed during the following week.

Schedule:

Sandy Invitational Chainsaw Competition [37000 US-26, Sandy, OR 97055](#)

Day 1 SICC Student Day

■ June 5th, 2026

- 6:00 am Trajectory staff arrives on site, last minute safety checks Vendors open to set up
- 8:00 am Carvers Begin to Choose pieces by lot then first come first serve.
- 9:00 am Carvers begin carving their “main piece” for judging
- 9:00 am SICC Student Day Open
- Education Tables, Trades Exploration, Timber Sports, Arbor Ascension, Restoration on Tickle Creek
- 3: pm SICC Student Day Closes
- 4:00 pm Saws Down for Carvers
- 5:00 pm Site shut down
- 6:00 pm Site closes to the public.

Day 2

■ June 6th, 2026

- 6:00 am Trajectory staff arrives on site, last minute safety checks Vendors open to set up
- 8:00 am Carvers begin carving their “main piece” for judging
- 9:00 am Vendors have finished setting up. Family Zone and Mini-Ex opens up.
- 10:30 am Quick Carve starts (Also carver lunches, Sponsor Recognition)
- 11:00 am Timber-Sports Begins (Scored, Public Trial is Sunday)
- 12:00 pm Regular Carving resumes
- 2:00 pm Practical Demonstration by Forestry Team members
- 4:00 pm Saws Down
- 4:30 pm Live Auction for Quick Carve Pieces (Sponsor Recognition)
- 5:00 pm Family Zone, Mechanized, and Timber Fields shut down
- 6:00 pm Site closes for the evening.

Day 3

■ Jun 7th, 2026

- 7:00 am Trajectory staff arrives on site, last minute safety checks

Gates open to Carvers, Support Staff, Vendors, etc.

- 8:00 am Site opens, Carvers resume work on “main piece” for judging.
- 9:00 am Vendors open. Family Zone and Mini-Ex opens up.
- 10:30 am Carver lunches, Sponsor Recognition
- 11:00 am Timber-Sports Begins (Open to Public, Scored Group is Saturday)
- 12:00 pm Regular Carving resumes
- 2:00 pm Practical Demonstration by Forestry Team members
- 3:30 pm Saws Down
- 4:00 pm Judging Ceremony
- 4:30 pm Live Auction for Main Carved Pieces Begins
- 5:00 pm Family Zone, Mechanized, and Timber Fields shut down
- 7:00 pm Site walk-through by Trajectory Staff. Close up.

Vendor list from 2025:

Edgefield Aviation

Oregon Tool

Oregon State University
College of Forestry

Port Blakely

U.S. Forest Service

Chili P. Treats

Country Coffee

Dash of Sass - Mein
Investments

KC'S Freeze dried treats

Nebesky LLC

The Mashed Burger

Two brother bbq & grill

American Medical
Response

Peterson CAT

Future Natural Resource
Leaders

Trajectory

Accordinglycrafty

Aloha Girl Creations

Dash of Sass - Mein
Investments

Double A Hat Bar and
Resale

Hauser Tree, LLC

Hippie Dippie Collective
and Laser Daddy

Jewelry artist

KC'S Freeze dried treats

Lifewave

Mountain Mommas
Handmade

Nikki Lea Boutique

Nueva Vista Farm

Overlook forge

Rock School Productions

Silver Linings Farm

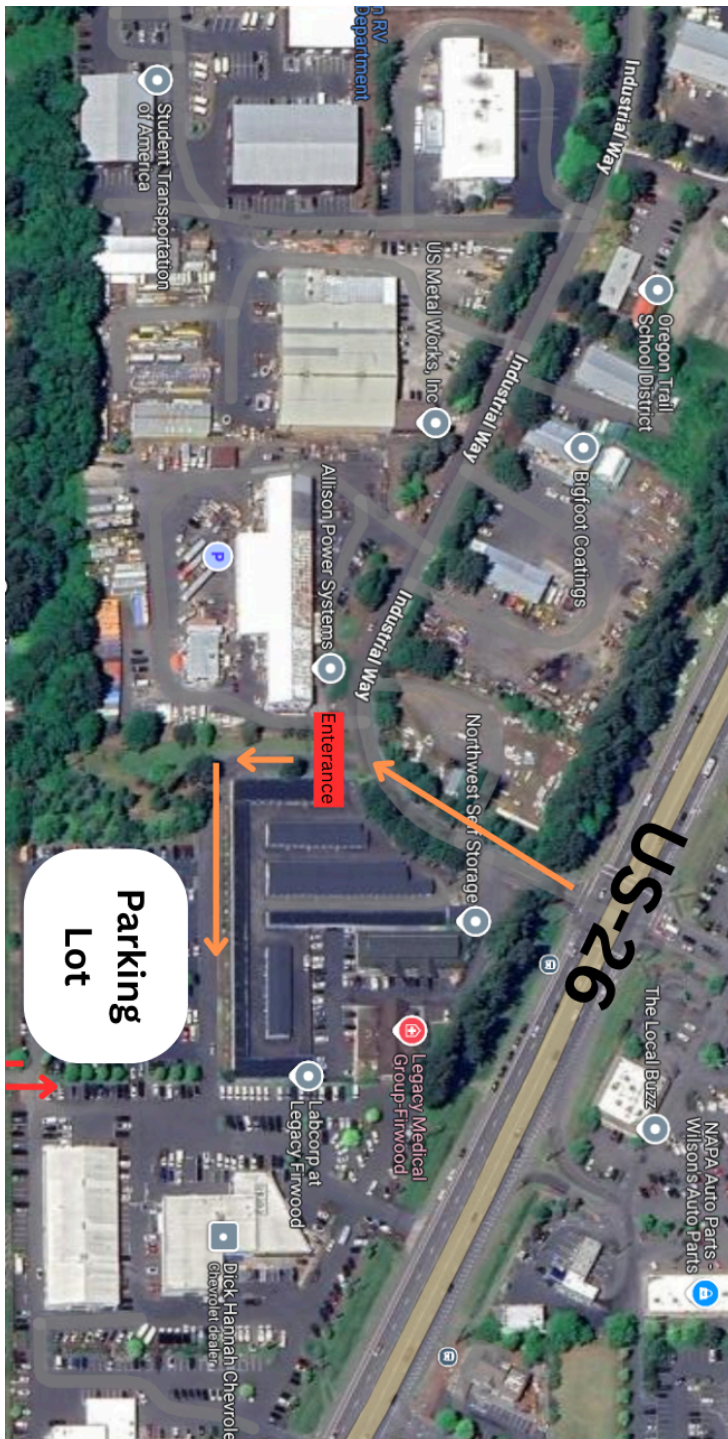
Tickle Your Fancy

Wildcat Mountain
Creations - Under the
Lemon Tree

Wyatt's

This list does not include education participants.

Maps Entrance: Entrance will be off of Industrial Way, negating the need for any ODOT Highway permits or Road Closures.





Meeting Type: City Council
Meeting Date: April 20, 2026
From: Kelly O’Neill Jr., Development Services Director
Subject: PUBLIC HEARING: Ordinance 2026-02 - Sign Code Modifications

DECISION TO BE MADE:

Hold a public hearing and consider adoption of Ordinance No. 2026-02 to modify Chapter 15.32, Sign Code.

APPLICABLE COUNCIL GOAL:

6.10: Continue to improve and refine code language, policies, and practices related to code enforcement.

BACKGROUND / CONTEXT:

Staff’s goals with these proposed amendments include ensuring compliance with constitutional requirements (e.g. first amendment issues), making code enforcement processes clearer, removing burdensome code provisions, and modifying the code for easier comprehension and implementation. Staff worked with attorneys at Beery, Elsner, and Hammond (BEH) to identify potential constitutional issues and modify the code based on past court decisions.

The Planning Commission held a work session on April 22, 2024, and provided staff with some recommendations which were incorporated into the draft code. Based on the input and direction from the City Council at work sessions on February 17, 2026, and March 16, 2026, staff and the City Attorney made the following amendments to Chapter 15.32:

- Section 15.32.020.G.: **Staff modified the code provisions to allow signs to occupy all four wall surfaces of a food cart.**
- Section 15.32.030.E.6.: **Staff modified the code provisions for freestanding signs for a commercial or institutional use within a residential zone to require a 24-inch-high stone/rock base.**
- Section 15.32.170.A.: **The City Attorney modified the code provision that temporary signs have to come into compliance within 10 days of the written notice being received or refused.**
- Section 15.32.190.: **Staff modified the code provisions to state that a violation of Chapter 15.32 is a Class C infraction (\$250).**
- Section 15.32.020.H. and Section 15.32.032.A.5.: **Staff kept temporary signs at 180 days.**

Since the work session on March 16, staff sent a notice of the public hearing to all registered businesses that have a location in city limits. Staff received a few inquiries on perimeter fencing signage (i.e., such as no trespassing signs) and menu boards/clearance signs for drive-through uses. Staff worked with the City Attorney to add additional code language to address such signage, as well as language for signage related to parking garages, in Sections 15.32.020., 15.32.050., and 15.32.210. as highlighted in this staff report and in Exhibit A.

As a reminder, the City of Sandy sign code regulations were last revised in 2011. When leadership changes occurred at the beginning of 2017 it was quickly identified that the sign code had overly bureaucratic processes and constitutional violations. Staff started review in 2017, but code amendments were shelved by City Manager Wheeler due to the pandemic and other projects with a higher priority.

KEY CONSIDERATIONS / ANALYSIS:

In order to make the code easier to comprehend, to make enforcement clearer, and to remove burdensome code provisions, staff has proposed some policy changes to Chapter 15.32. The following information further outlines the primary proposed code modifications:

Section 15.32.015. Director – This new section was added to define the Development Services Director and the use of the word ‘Director’ throughout Chapter 15.32.

Section 15.32.020. Signs permitted only in commercial and industrial zones.

- A. Sign Lighting** – Code language associated with sign lighting was moved from Section 15.32.070. to Section 15.32.020., so it is easier to find for the reader.
- B. Wall Signs** – This section was modified to make it clear on how to complete measurements and unnecessary language was also removed. The proposed modifications also allow for each tenant to have a wall sign area without dividing their signage with other tenants. The existing language was overly burdensome as it required tenants in a multi-tenant building to calculate sign area for all existing wall signs.
- C. Projecting Signs** – This section was modified to make it clear to the reader how to calculate height, clearance, and projection distance. Code language was also added to identify a maximum height for a marquee sign based on the League of Oregon Cities Model Sign Code.
- D. Freestanding Signs** – The existing code language has led to frustration from applicants and staff for many years. Staff combined freestanding signs and integrated business center signs (used to be Subsection E. of Section 15.32.020.) into a more readable and understandable code section. The proposed modifications also establish sign code provisions for clearance signs and menu board signs for drive-through uses, and clearance signs and kiosk signs for parking garages.

NOTE: This was updated by staff and the City Attorney after the March 16 work session.

- E. A-frame Signs** – In 2017, this code section was determined to be overly restrictive and bureaucratic. The A-frame Sign Committee (this committee has not met since early 2017) is being removed with these code amendments, which allow staff to work directly with applicants. Since March 2017, staff have approved A-frame signs and staff have not noticed many issues. The proposal also includes expanding the permitted A-frame sign material.

- F. Electronic Message Signs** – Allowing electronic message signs to change more often than every 1 hour is prudent which is why the proposed code language would allow electronic message signs to change every 10 seconds.
- G. Food Cart Signs** – This is a new section that applies to food carts. This section states that food cart signage is permitted on all four sides of a food cart. This proposed section prohibits food cart roof signs, temporary signs, and signs that drape or project.
- H. Temporary Sign** – The proposed code changes provide more clarity on anchoring requirements and not obstructing sight clearances. Search lights were also moved to this section of Chapter 15.32 as they are temporary signs.

Section 15.32.030. Permanent signs allowed in residential zones – The proposed modifications in this code section require additional design requirements for multifamily (i.e. apartment) signage, subdivision gateway signage, and commercial institutional uses within residential zones. Staff finds that the design requirements for multifamily signs, subdivision signs, and commercial and institutional uses within residential zones should be similar to signage in commercial and industrial zoning districts.

Section 15.32.032. Signs allowed in residential zones exempt from permits but subject to regulations. – This section has been amended to make the existing code provisions clearer.

Section 15.32.035. Temporary signs for community events. – The City Attorney’s office and staff worked closely on modifying this code section to comply with constitutional requirements, to define criteria for what constitutes a community event, and to create a process whereas the City Manager approves an event as a community event.

Section 15.32.040. Signs allowed in all zones exempt from permits but subject to regulation. – The proposed modifications add clarity that exempt signs shall not be located in the right-of-way. The modifications also add clarification on regulations for signs held by people.

Section 15.32.050. Signs permitted in all districts, exempt from permits.

- B.** The proposed modifications make flag regulations content-neutral.
- D.** The proposed modifications address restroom, entryway, and walkway signage. These modifications also address signage along property lines for things such as ‘no trespassing’.

NOTE: This was updated by staff and the City Attorney after the March 16 work session.

Formally G. This exemption was deleted as it is covered by F. in this section.

Formally H. This exemption was deleted as it is covered by E. in this section.

Formally I. Murals have been removed from the sign code because of constitutional concerns relating to regulating the content of murals. This change will have the effect of prohibiting murals in the City as that term is generally understood for the time being. If the City Council would like to allow additional murals in the City, the City could consider adopting a separate mural program similar to what has been done in other Oregon cities such as Bend, Milwaukie, or Sherwood.

Formally J. (now G.) The proposed modifications add clarity that window signage may not exceed 33 percent of a window so that window signage doesn’t violate Chapter 17.90 that states that windows are required to “contain clear glass to allow views to interior activity or display areas.”

H. This code provision was added to allow seasonal decorations for October through January (i.e., to primarily address Halloween, Thanksgiving, Christmas, and New Years).

Section 15.32.060. Nonconforming signs. – The modifications in this section remove unnecessary language, ensure constitutional compliance, and make it easier to understand for the reader. Most of the deletions in this code section were recommended by the City Attorney. Also, this section was modified to only apply to permanent signs, because staff do not believe it is necessary to provide 30 days to bring a temporary sign into compliance with the Municipal Code.

Section 15.32.070. General construction and maintenance requirements. – The modifications in this section remove unnecessary language and make it easier to understand for the reader.

Section 15.32.080. Prohibited signs. – The proposed modifications address constitutional and enforcement concerns relating to regulating the content of signs on benches by eliminating signs on benches altogether. The proposed changes also add clarity that roof signs are not allowed on food carts.

Section 15.32.110. Permit application. – Modified this section to be consistent with how staff currently processes sign permit applications and building permit applications related to signs.

Section 15.32.120. Permit approval. – The proposed modifications remove the requirement that the permit fee be doubled if a sign installation starts prior to obtaining a sign permit. Staff found this requirement unnecessarily punitive. This section has also been modified to remove redundancies that are in the Oregon Building Codes and enforced by the Building Division.

Section 15.32.140. Permit appeal. – The proposed modification to twelve (12) days for an appeal is consistent with the appeal period set forth in Title 17.

Section 15.32.150. Variances to standards. – Similar to A-frame sign review, this code section was determined to be overly bureaucratic in 2017. References to the Sign Review Committee (this committee has not met since 2017) were removed which allows staff (i.e. the Director) to work directly with applicants on sign variance requests. The proposed code modifications include variance criteria. Appeals of the Director's decision will be reviewed by the City Council.

Section 15.32.180. Periodic review. – This section is proposed for removal as it's unnecessary.

Section 15.32.190. Violations. – The proposed modifications reference Class C infractions in Chapter 1.18 of the Sandy Municipal Code.

Section 15.32.200. Limitation of liability. – The City Attorney recommends removal of this section as it's unnecessary due to limitations on liability associated with issuance of city permits generally.

Section 15.32.210. Definitions. – Staff and the attorney's office have defined the terms that are actually necessary in this section. Also, examples of signs have been removed as it has caused confusion for the public looking at the code.

NOTE: *Definitions for 'menu board', 'clearance sign', and 'kiosk sign' were added by staff and the City Attorney after the March 16 work session.*

BUDGET IMPACT:

Staff and City Attorney expenses that have already been incurred.

RECOMMENDATION:

Staff recommend the City Council hold a public hearing and adopt Ordinance No. 2026-02.

LIST OF ATTACHMENTS / EXHIBITS:

- Ordinance 2026-02
 - Exhibit A. Sign Code markup
- Presentation Slides



ORDINANCE NO. 2026-02

AN ORDINANCE UPDATING THE CITY’S REGULATIONS ON SIGNS IN CHAPTER 15.32

WHEREAS, 2025-27 City Council Goal 6.10 tasked the Development Services Department to continue to improve and refine code language, policies, and practices related to code enforcement; and

WHEREAS, Title 15, CHAPTER 15.32 – Sign Code includes regulations for signage within the city of Sandy; and

WHEREAS, the purpose of this ordinance is to ensure all sign regulations are compliant with constitutional requirements, make code enforcement processes clearer, remove burdensome code provisions, and modify the code for easier comprehension and implementation; and

WHEREAS, the Planning Commission held a work session on April 22, 2024, making several requested changes that have been incorporated into the code amendments; and

WHEREAS, the City Council held work sessions on February 17, 2026, and March 16, 2026, making several requested changes that have been incorporated into the code amendments; and

WHEREAS, the City Council held a public hearing on April 20, 2026, allowing the public an opportunity to provide testimony on the proposed code amendments.

NOW, THEREFORE, THE CITY OF SANDY ORDAINS AS FOLLOWS:

Section 1. Sandy Municipal Code Chapter 15.32 is hereby amended as detailed in Exhibit A, attached and incorporated by reference.

Section 2. This Ordinance shall become effective 30 days from the date of adoption.

This ordinance is adopted by the City Council of the City of Sandy on this 20th day of April 2026.

Kathleen Walker, Mayor

ATTEST:

Jeffrey Aprati, City Recorder

Title 15 - BUILDINGS AND CONSTRUCTION
CHAPTER 15.32 SIGN CODE

CHAPTER 15.32 SIGN CODE

Sec. 15.32.010. Purpose and policy.

The sign regulations are intended to serve the community by:

- A. Requiring sound construction, by requiring that signs be maintained, and by limiting the number of visual ~~images~~-messages to be communicated;
- B. Providing an equitable opportunity to use signs outside of public rights-of-way as a communication medium;
- C. Providing standards for frequency, location, size, construction, type and number of signs;
- D. Providing reasonable limits on the magnitude and extent of graphic communication presented to the public;
- E. Regulating the location and quantity of temporary signs, and the circumstances under which they may be used and encourage all businesses to utilize permanent signs to the maximum extent possible and not rely on temporary signs for advertising needs; and
- F. Expressing elements of or reflecting Cascadian architecture by adapting elements of the Sandy Style into new signs.

(Ord. No. 2008-06, 5-7-2008; Ord. No. 2010-04, 1-5-2011; Ord. No. 2011-11, 10-19-2011)

Sec. 15.32.015. Director.

The Director referenced in this chapter is the Development Services Director or any other member of staff designated by the City Manager to supervise, organize, direct, and control activities defined under this chapter. For brevity, the Development Services Director shall be referred to as Director throughout this chapter.

Sec. 15.32.020. Signs permitted only in commercial and industrial zones.

The signs described within this section are permitted only in commercial and industrial zones and are subject to the requirements described in this section. Permits are required for these signs.

A. *Sign Lighting.* Backlit (i.e., internally illuminated) signs are prohibited in the C-1 zone. Panels for existing backlit signs in the C-1 zone may be replaced as long as the new panel provides light lettering and/or graphics on a dark background. ~~(see sample photo, below).~~ All signs shall adhere to Chapter 15.30 Dark Skies and meet the following requirements:

1. Signs may be indirectly, internally, or directly illuminated unless otherwise restricted in this chapter.
 - a. "Direct" lighting means exposed lighting or neon tubes on the sign face.
 - b. "Indirect" lighting means the light source is separate from the sign face or cabinet and is directed so as to shine on the sign.
 - c. "Internal" lighting means the light source is concealed within the sign, such that the light output shines through the sign/panel face, illuminating any text and/or graphics located on sign/panel face.

2. A lighted sign visible to and located within one hundred (100) feet of a residential zoning district shall be turned off from ten (10) p.m. to sunrise.
 3. Exposed incandescent bulbs or LED bulbs may be used on the exterior surface of a sign only if each of such bulbs does not exceed twenty-five watts or 220 lumens, whichever is less.
 4. Floodlights or spotlights shall be permitted to be used to illuminate only ground-mounted signs and wall signs, and only when such lights concentrate the illumination onto the area of the signs so as to prevent glare upon the public rights-of-way and adjacent property, and the lighting does not escape above an 85-degree angle in compliance with Chapter 15.30, Dark Sky Ordinance.
 5. Indirect lighting shall be screened from view by ground surface, evergreen landscape screening, or ornamental features of the sign structure. Braces and struts which support indirect lighting from the top or sides of the sign are prohibited.
 - ~~4.6.~~ All new panels, on existing and new internally illuminated signs, shall include only light lettering and/or graphics on a dark background.
- B. *Wall Signs.* Wall signs are permitted only on permanent buildings and are subject to the following requirements.
1. *Sign Size (Area):* ~~Up to~~ The total sign face area of wall signs on a particular wall may not exceed ten percent of the gross wall area of each the exterior wall, including windows. Businesses with less than 250 square feet of wall area may have a 25 square foot sign. A building with frontage on two or more streets shall be permitted wall signs on each frontage.
 2. *Maximum Sign Face Area:* 200 square feet per lot or parcel in the C-1 zoning district; no limit for signs located in other zoninges districts.
 3. *Multiple Uses:* Each individual tenant space located within an integrated business center, or within a structure, is permitted to have total wall sign face area of up to 10 percent of the gross exterior wall area of the tenant space frontage, installed on the respective tenant space frontage. Tenant spaces with less than 250 sq. ft. of wall area may have a 25 sq. ft. sign. the permitted sign area for uses located on the same site or within the same building may be divided among the uses. Separate wall signs or a joint-use wall sign may be erected, provided that the maximum allowable sign area is not exceeded.
 4. *Maximum Sign Projection From Wall Surface:* 18 inches.
- C. *Projecting Signs.* A "projecting sign" is a sign attached to and projecting out from a permanent building face or wall more than eighteen (18) inches, ~~and generally at right angles to the building (see sample photo below).~~ Projecting signs include signs projecting totally in the right-of-way, partially in the right-of-way, and fully on private property.
1. *Maximum Sign Face Area on ~~One Sign Face~~ Each Sign:* 32 square feet, except for marquee signs as listed in Subsection C.6. of this section.
 2. *Height:* A projecting sign shall not extend above the roof line or above the top of a parapet wall, whichever is higher. In no case shall any portion of a projecting sign exceed a height of 25 feet. shall not exceed the height of the structure.
 3. *Maximum Number of Projection Signs:* One per lot or parcel. However, each individual tenant space located within an integrated business center, or within a structure, is permitted to have one projecting sign installed on the wall area of the tenant space.
 - ~~4.3.~~ *Minimum Clearance:* Eight feet above pedestrian walkways and sidewalks; 15 feet above vehicular driveways, aisles, parking areas, and public rights-of-way other than sidewalks.

Clearance is measured from the highest point of the grade below the sign to the lowermost point of the sign.

- ~~5.4.~~ *Projection Distance:* ~~no more than eight feet from the building face or wall, or two-thirds the width of the sidewalk, whichever is less. In any case, the sign~~ shall not project within two feet of ~~the~~ an adjacent curb, transit shelter, sign, tree, or similar element/feature as determined by the Director or his/her designee.
- ~~5.~~ *Hanging signs under awnings are encouraged, as long as the above clearances are met. (See sample photo below.)*
6. Marquee, ~~canopy~~ and awning signs are specific types of projecting signs that are permitted and must comply with the State Structural Specialty Code and city regulations.
- a. ~~Marquee signs may be placed on or incorporated into these structures provided they do not extend above the upper surfaces of the structure.~~ "Marquee sign" means a sign incorporated into, erected or maintained under, supported by or attached to a marquee or permanent canopy. "Marquee" means a permanent roof-like or roofed structure attached to, supported by and projecting outward from a building over the entrance, commonly seen in entrances to a theater, hotel, etc. Marquee signs may be placed on or incorporated into these structures provided they do not extend above the upper surfaces of the structure and otherwise comply with the regulations of this subsection C.
- b. The height of a marquee sign shall not exceed 30 inches, measured from the lowest point of the sign face to the highest point of the sign face. The lower edge of the sign shall not extend below the marquee.
- ~~c.~~ As used herein this section, "awning" means a movable shelter supported entirely from the exterior wall of a building extending over a doorway or window and providing shelter from the rain or sun. When signs are incorporated into awnings the entire panel containing the sign is counted as sign face unless it is clear that part of the panel contains no related display or decoration. Awning signs are considered ~~as~~ wall signs for calculation of the maximum permitted area, but are otherwise subject to the regulations of this subsection C.
- D. *Individual Business—Freestanding Signs.* ~~A freestanding sign is a sign on a frame, pole or other support structure which is not attached to any building. A monument sign is a type of freestanding sign. (See sample photo below.)~~
1. One freestanding sign is permitted per lot or parcel ~~Allowed only for businesses~~ with at least 50 lineal feet of public street frontage, and not part of an integrated business center. Maximum sign face area on each sign: 32 square feet in the C-1 district. Other districts: one square foot per lineal foot of street frontage for a maximum area of 100 square feet.
- ~~2.~~ *Maximum Area on One Sign Face:* ~~32 square feet in the C-1 district. Other districts: One square foot per lineal foot of site frontage, up to 100 square feet.~~
2. One freestanding sign is permitted per integrated business center. Maximum sign face area on each sign: one square foot for each lineal foot of street frontage, up to 100 square feet in the C-1 district and up to 200 square feet in all other districts.
3. *Maximum Height:* 20 feet in the C-1 district, 30 feet in the C-2 district and industrial districts. Freestanding signs in the C-3 (village commercial) districts are limited to ~~monument signs with a~~ maximum height of ~~eight~~ 10 feet. The overall sign height shall include the height of any required design element such as a masonry base or other means of sign support.
4. *Extra Sign Face Area for Large Frontages (Does Not Apply to C-1 and C-3 ~~D~~ districts):*

- a. The sign face area may be increased 0.25 square feet for each additional lineal foot of frontage over 300 feet, with a maximum of 150 square feet of additional area; or
 - b. One additional free-standing sign may be ~~installed requested~~ through ~~a Type II Design Review~~ the Sign Variance process per Section 15.32.150. The sign face area for the additional sign is up to one square foot per foot of frontage over 300 feet, to a maximum of 100 square feet.
5. Signs Located on Corner Signs Lots or Parcels: A single signs facing more than one street shall be assigned to ~~a one~~ frontage (for area calculations) by the applicant.
 6. Multiple Frontages: Sites with two or more street frontages are permitted to have a total of two freestanding signs. Each sign must be placed on separate frontages that parallel each other and in no instance be placed on frontages that intersect perpendicular to each other, unless a single sign is placed facing both intersecting frontages pursuant to subsection 5 above. For purposes of calculating maximum sign size for each respective sign, only the frontage of the street which each sign faces will be considered. Businesses which are not on a corner, with frontage on two or more streets, shall be permitted the use of a freestanding sign on each frontage.
 - ~~7. Individual Business Pad Location. A business located on the same lot as two or more commercial businesses, but designed as a separate structure at an intersection of two streets is permitted one free standing sign. Size shall be calculated using the individual business standards, above.~~
 - ~~7.8. Design Standards. All new freestanding signs in all commercial zoning districts and industrial zoning districts related to buildings that require conformance with the Sandy Style Design Standards of Chapter 17.90 shall comply with the following design standards:~~
 - a. A sign's base must extend at least 36 inches above the adjacent finished grade and wrap around all sides of the sign structure. Strong-The base shall consist of material such as natural stone (e.g., basalt, granite, river stone), split face rusticated concrete block, or brick. Cultured stone ~~may be is~~ allowed if it has a stone texture and is similar in appearance ~~and durability~~ to natural stone. ~~A sign's base must extend at least 36 inches above the adjacent finished grade and wrap around all sides of the sign base.~~
 - b. Rectangular-shaped signs shall provide a metal or wood (or material having the appearance of metal or wood) frame a minimum of ~~three two~~ inches wide around all sides of the sign areaface.
 - c. Exception: New freestanding signs in the C-1 district Zoning District and located within the Downtown Exception areas (as identified in Chapter 17.90.10(F)) are exempt from these design standards and shall complement the architectural design of the primary building on the site ~~from which the sign is related.~~
 8. Drive-Throughs: Notwithstanding any other provisions in this section, when a drive-through is constructed, or proposed to be constructed, the following additional sign code standards shall apply in connection with that drive-through.
 - a. Number. Each drive-through use lane shall be allowed one clearance sign and up to two menu board signs.
 - b. Height. The maximum height of a clearance sign shall not exceed the minimum clearance height required to establish notice of the clearance restriction. The maximum height of a menu board sign shall not exceed eight feet in height.
 - c. Area. The maximum sign face area on a clearance sign for graphics or text is six square feet. The maximum sign face area on a menu board sign is nine square feet.

d. Quality: Signs shall meet the general construction and maintenance requirements set forth in Section 15.32.070. No visible adhesives shall be used to attach graphics or lettering to the signs. Clearance signs and menu board signs are exempt from the design standards in subsection 7. of this section.

9. Parking Garages: Notwithstanding any other provisions in this section, when a parking garage is constructed, or proposed to be constructed, the following additional sign code standards shall apply in connection with that parking garage.

a. Number. Each parking garage entrance/exit shall be allowed one clearance sign and up to two kiosk signs.

b. Height. The maximum height of a clearance sign shall not exceed the minimum clearance height required to establish notice of the clearance restriction. The maximum height of a kiosk sign shall not exceed eight feet in height.

c. Area. The maximum sign face area on a clearance sign for graphics or text is six square feet. The maximum sign face area on a kiosk sign is nine square feet.

a.d. Quality: Signs shall meet the general construction and maintenance requirements set forth in Section 15.32.070. No visible adhesives shall be used to attach graphics or lettering to the signs. Clearance signs and kiosk signs are exempt from the design standards in subsection 7. of this section.

~~E.—Integrated Business Center.~~

- ~~1.—A master sign shall be required for two or more commercial businesses sharing a street access or located on the same parcel, shopping or business center.~~
- ~~2.—Permitted Additional Sign Area: 40 square feet (not calculated in maximum sign area).~~
- ~~3.—Maximum Sign Area: One square foot of area for each lineal foot of frontage, up to 100 square feet (C-1 district), 200 v other districts.~~
- ~~4.—Maximum Height: 20 feet in the C-1 district and 30 feet in the C-2 and industrial districts. Integrated business center signs in the C-3 district are limited to monument signs of no more than 12 feet high.~~
- ~~5.—Extra Sign Area for Large Frontages: for businesses centers with frontage exceeding 300 feet, additional signs may be permitted at each driveway through a Type II Design Review process, provided that the signs do not exceed 75 square feet in the C-1 district, 150 square feet other districts.~~
- ~~6.—Design Standards: All new integrated business center signs related to buildings that require conformance with the Sandy Style Design Standards of Chapter 17.90 shall comply with the following design standards:

 - ~~a.—Strong base material such as natural stone (e.g., basalt, granite, river stone), split face rusticated concrete block or brick. Cultured stone may be allowed if it has a stone texture and is similar in appearance and durability to natural stone. A sign's base must extend at least 36 inches above the adjacent finished grade and wrap around all sides of the sign base.~~
 - ~~b.—Rectangular shaped signs shall provide a metal or wood (or material having the appearance of metal or wood) frame a minimum of three inches wide around all sides of the sign area.~~
 - ~~c.—Exception: New integrated business center signs in the C-1 Zoning District and located within the Downtown Exception areas (as identified in Chapter 17.90.10.F.) shall compliment the architectural design of the building from which the sign is related.~~~~

E.F. *A-frame Signs.*

- ~~1.~~ A-frame signs are permitted as portable permanent signs subject to the following requirements.
- ~~2.~~ *Design Review.* ~~Prior to issuing a permit for an A-frame sign, the sign design must be reviewed and approved by the Sign Review Committee appointed by the City Council, according to criteria and procedures established by the committee.~~
1. *Materials:* Each A-frame sign is required to have two sign faces, one on each side of the frame, and shall be made of finished wood or metal, dibond, alimalite, corrugated plastic (corex), or similar material. The use of cardboard, foam core, and/or reflective metals is not permitted.
23. *Dimensions:* ~~The sign area shall not exceed six square feet measured at the outside edge of the sign structure.~~ The maximum size of the sign panel shall not exceed six square feet per side of the sign, including the sign frame. The top of the sign shall be no more than four feet from the ground (including feet and hinge mechanism).
34. *Quantity:* ~~a~~ No more than one A-frame sign is permitted per business or property lot or parcel. However, one A-frame sign is permitted for each individual tenant space located within an integrated business center, or within a structure, to be located adjacent to the front façade of the tenant space. ~~Properties with multiple businesses are permitted one sign per separate business entity.~~
4. *Quality:* Signs shall meet the general construction and maintenance requirements set forth in Section 15.32.070. No visible adhesives shall be used to attach graphics or lettering to the sign.
5. *Location:*
 - ~~a.~~ Signs must not obstruct vehicle sight clearances or be placed so as to obscure permanent signs. Signs placed on or near sidewalks must maintain at least four feet unobstructed sidewalk width.
 - ~~b.~~ ~~Signs may be located at a different location than the business location of the owner of the sign if the sign owner submits a consent form allowing such a sign signed by the business or property owner where the sign will be located.~~
6. *Time Period:* Each sign may be displayed only during hours that ~~the a~~ business on the lot or parcel on which the sign is located is open to the public, and shall be promptly removed from public display when the business is closed.
- ~~G.~~ ~~Searchlights may be used by any business or enterprise once yearly for a maximum period of two consecutive days. "Searchlights" means an apparatus on a swivel that projects a strong, far-reaching beam of light.~~

F.H. *Electronic Message Signs.* Any permanent sign that incorporates an electronic message sign shall be subject to the following additional limitations:

1. The sign shall contain static messages only. The message may be changed through dissolve or fade transitions, but may not otherwise have movement, or the appearance or optical illusion of movement or varying light intensity. ~~Each~~ The image on the electronic message sign shall remain static for at least ~~one hour~~ ten (10) seconds.
2. The sign shall have automatic dimmer software or solar sensors to control brightness for nighttime viewing. The intensity of the light source shall not produce glare, and lighting from the message module shall not exceed 600 nits (candelas per square meter) between dusk to dawn as measured from the sign's face. ~~Applications for sign permits containing an electronic display shall include the manufacturer's specifications and nit (candela per square meter) rating. The City shall have the right to enter the property to view the programmed specifications of the sign to determine compliance with this provision.~~

3. An electronic message sign placed inside a window is subject to the provisions of this section when it is visible from a public right-of-way or any vehicular maneuvering area.
4. Any existing sign permitted to incorporate a new electronic message sign shall be brought into compliance with all other applicable provisions of this chapter including but not limited to sign height, size, and design.

G. Food Cart Signs. Signs are permitted on all four wall surfaces of a food cart. The percentage of each wall surface is not limited, but the signs may not extend above the top side rail or below the bottom side rail of the food cart. No visible adhesives shall be used to attach graphics or lettering. Signs shall be wholly affixed to the wall surface of the food cart. Signs that project, drape, or hang from awnings or walls are not permitted.

H. Temporary signs are allowed in addition to any permanent sign permitted under this chapter, except as otherwise stated below.

1. Types. Temporary signs may either be freestanding or attached to a building.

12. Number. Each lot or parcel on which a permanent building is located may have one temporary sign~~One freestanding or on-building temporary sign is allowed per business~~, except that integrated business centers are allowed one freestanding temporary sign for each permanent freestanding sign ~~that exists~~permitted on the property. Banners on permanent freestanding signs are considered freestanding temporary signs.

23. Height. The maximum height of a freestanding temporary sign is six feet. No ~~on-building~~ temporary sign attached to a building may extend above the roofline of the building on which it is located.

34. Area. The maximum sign face area of a temporary sign is 32 square feet.

45. Anchoring. Temporary signs must be ~~situated~~installed in a manner that will allow the sign to remain anchored to the ground or affixed to a wall during varying weather events~~prevents the sign from being blown from its location~~, while allowing for the prompt removal of the sign. Signs must not obstruct vehicle sight clearances or be placed so as to obscure permanent signs. Signs placed on or near sidewalks must maintain at least 4 feet unobstructed sidewalk width.

56. Duration. ~~A Each lot or parcel may display a temporary sign may for only be displayed for 180 days total in any calendar year. for each lot, parcel, or business, or until the event associated with the sign has ended, whichever is earlier.~~ This duration limit begins the first day the temporary sign is used and runs for 180 consecutive days, regardless of whether the temporary sign is removed during this period. When more than one temporary sign is permitted under this section, the periods for all signs will run concurrently regardless of whether they are placed at the same time. A business may not display a banner for more than 60 consecutive days out of 90 days (i.e., a business must be free of any temporary banners for at least 30 consecutive days out of 90 days).

7. Searchlights. One searchlight may be used on a lot or parcel once per year for a maximum period of two consecutive days. "Searchlight" means an outdoor electric light with a concentrated beam that can be turned in the fixed direction or upon a rotating base.

(Ord. No. 2005-11; Ord. No. 2008-06, 5-7-2008; Ord. No. 2010-04, 1-5-2011; Ord. No. 2011-11, 10-19-2011)

Sec. 15.32.030. Permanent Signs allowed in residential zones—Permits required.

- A. One permanent sign is allowed for each parcel or lot ~~zoned~~with a residential zoning designation on which a dwelling is located.

- B. The sign must be located flat against the dwelling, or located no further than four feet from a ~~residence's~~the footprint of the dwelling.
- C. The maximum sign face area of a permanent sign in a residential district, other than as prescribed in subsections D. and E. of this section is two square feet.
- D. Multifamily ~~signage~~ or residential subdivision gateway signage standards.
1. In addition to signs otherwise permitted under this section, one additional sign (a "multifamily or subdivision sign") is permitted on a parcel or lot with a residential zoning designation, subject to the requirements of this subsection, when the additional sign is located within one-hundred feet of an entrance from a public right-of-way to a multifamily development or residential subdivision.
 2. Multiple signs: Generally, only one multifamily or subdivision sign is permitted per multifamily development or residential subdivision. If a multifamily development or residential subdivision has access from more than one public right-of-way, up to two total multifamily or residential subdivision signs may be permitted, provided each is located at an entrance from a different public right-of-way.
 13. Area: The maximum sign face area of a multifamily or subdivision sign is 32 square feet.
 4. Base. A sign's base must extend at least 24 inches above the adjacent finished grade and wrap around all sides of the sign structure. The base shall consist of natural stone (e.g., basalt, granite, river stone), split face rusticated concrete block, or brick. Cultured stone is allowed if it has a stone texture and is similar in appearance to natural stone.
 5. Rectangular-shaped signs shall provide a metal or wood (or material having the appearance of metal or wood) frame a minimum of two inches wide around all sides of the sign face.
 6. Height. The maximum height of a multifamily or subdivision sign is six feet.
 7. Type. Multifamily or subdivision signs must be permanent freestanding signs.
 2. ~~Number and type: One freestanding sign is allowed for a subdivision development or a multifamily complex, even if more than one tax lot or ownership is included in the development, except as follows:~~
 - a. ~~If a development has more than one access point, one additional sign may be located at a major public access point located on a different public road.~~
 - b. ~~In the case of a., above, neither sign may exceed 32 square feet in area.~~
 - c. ~~Individual properties within a subdivision are allowed a sign in accordance with subsections A. through C. above.~~
 - d. ~~Height. The maximum height of a multifamily or subdivision sign is five feet.~~
- E. Commercial and Institutional Uses within Residential Zones. Home businesses shall adhere to the regulations in Chapter 17.74 of the Sandy Municipal Code. All other lots and parcels with a residential zoning designation where a commercial or institutional use lawfully exists are subject to the following regulations:
1. Number. Only one sign is allowed per lot or parcel, and only one sign is allowed per lawful commercial or institutional use. A lot or parcel on which more than one lawful commercial or institutional use is located is allowed only one sign. When a single lawful commercial or institutional use occupies more than one lot or parcel, only one sign is permitted and may be located on any of the associated lots or parcels. ~~for a development or complex, even if more than one tax lot or ownership is included in the development,~~

2. Multiple signs. Notwithstanding subsection 1 above, if a lot or parcel on which a commercial or institutional use lawfully exists (or more than one lot or parcel on which a single commercial or institutional use lawfully exists) has access from more than one public right-of-way, up to two total signs may be permitted, provided each is located at an entrance from a different public right-of-way, ~~except that if a development has more than one access point, one additional sign may be located at a major public access point located on a different public road.~~
- ~~2. — Type.~~ The sign may be freestanding or on building.
3. Area. The maximum sign face area is 32 square feet.
4. Base. A sign's base must extend at least 24 inches above the adjacent finished grade and wrap around all sides of the sign structure. The base shall consist of natural stone (e.g., basalt, granite, river stone), split face rusticated concrete block, or brick. Cultured stone is allowed if it has a stone texture and is similar in appearance to natural stone.
5. Rectangular-shaped signs shall provide a metal or wood (or material having the appearance of metal or wood) frame a minimum of two inches wide around all sides of the sign face.
- 6.4. Height. The maximum height for a freestanding sign is ~~five~~ six feet.
7. Type. The sign may be freestanding or attached to a wall.
- ~~5. — Readerboard signs may be incorporated in a freestanding or on building sign, subject to the limits in 15.32.020.H.~~

(Ord. No. 2008-06, 5-7-2008; Ord. No. 2010-04, 1-5-2011; Ord. No. 2011-11, 10-19-2011)

Sec. 15.32.032. Signs allowed in residential zones exempt from permits but subject to regulation.

- A. Temporary Signs. Temporary signs are allowed in addition to any permanent sign permitted under this chapter, except as otherwise stated below.
 1. Number. A residentially zoned lot or parcel may have two temporary signs (freestanding, A-frame, or wall on building), so long as the total combined sign face area of the two signs does not exceed 16 square feet. Additional temporary signs not exceeding six square feet each are permitted if erected not more than 45 days prior to an election and removed within five days following the election; except that one such sign may be up to sixteen square feet in area.
 2. Height. The maximum height of a freestanding temporary sign is six feet. No ~~on building~~ temporary sign located on a wall surface may extend above the roofline of the building on which it is located.
 3. Area. The maximum area of a temporary sign in a residential zone is 16 square feet.
 4. Anchoring. ~~A~~ Temporary signs must be situated in a manner that prevents the sign from being blown from its location, while allowing the prompt removal of the sign.
 5. Duration. Each lot or parcel may display a temporary sign for only 180 days total in any calendar year. This duration limit begins the first day the temporary sign is used and runs for 180 consecutive days, regardless of whether the temporary sign is removed during this period. When more than one temporary sign is permitted under this section, the periods for all signs will run concurrently regardless of whether they are placed at the same time. The additional signs allowed under Subsection A.1. of this section are exempt from the time limits in this section. A temporary sign may only be displayed for 180 days total in any calendar year for each lot, parcel, or business, or until the event associated with the sign has ended, whichever is earlier.

6. *A-frame Signs.*

~~a.~~ Portable A-frame signs are considered to be temporary signs for purposes of this section. The height of an A-frame sign is limited to three feet and the sign face area to six square feet. In all other respects, A-frame signs are subject to the regulations in this section.

~~b.~~ ~~The city shall have available a reasonable supply of professionally made garage sale signs that can be rented by individuals. In addition, the city may secure a deposit to recover the cost of replacing the sign in the event of damage or loss.~~

7. Signs must not obstruct the vision clearance area, as defined by Section 17.74.30. of the Sandy Municipal Code or be placed so as to obscure permanent signs. Signs placed on or near sidewalks must maintain at least 4 feet unobstructed sidewalk width.

(Ord. No. 2008-06, 5-7-2008; Ord. No. 2010-04, 1-5-2011; Ord. No. 2011-11, 10-19-2011)

Sec. 15.32.035. Temporary signs for ~~C~~community-wide events~~-signs.~~

Notwithstanding any other provision of this chapter, the official sponsor of a community event may erect community event signs on any property within the City subject to the following requirements:

A. The "official sponsor" of a community event is the person or organization which obtained the necessary permits for the community event, or which is otherwise recognized by the City in writing as the official sponsor of a specified community event.

B. A "community event" is an event which has been designated in writing as a community event by the City Manager based on meeting one or more of the following criteria:

1. The City has contributed funding to the event either directly or indirectly; or

2. The event:

a. Is expected to significantly promote tourism in the city of Sandy; and

b. Will help achieve one or more established City Council goals.

C. A "community event sign" is a banner, flag, wind-activated device, streamer, balloon, pennant, poster, or any type of temporary sign, erected by the official sponsor of the community event.

D. All community event signs must meet the dimensional and installation requirements of this code applicable to the sign type, but are not subject to the other requirements of this code except as specified in this section.

E. Community event signs may not be erected more than 21 days before the first day of the community event and must be removed no later than 7 days after the last day of the community event.

F. Community event signs may only be erected with the authorization of the owner of the property on which they are erected.

~~Special signs, including but not limited to banners, flags, wind-activated devices, streamers, balloons, pennants, posters, etc., as approved by the city council may be permitted:~~

~~A. The applicant must submit a written request, specifying the time period for display of signs, type of event, types of advertising/display material and proposed locations of display materials;~~

~~B. Time limits: 21 days prior to the event and removal within seven days following the event;~~

~~G.C. Street banners proposed to be erected over public the state highway right-of-way are subject must be reviewed and approved in advance by the Public Works Director or his/her designee only for the purpose of ensuring the structural integrity of the sign. Banners erected over the state highway right-~~

~~of-way also may be subject to the Oregon Department of Transportation regulations, to a permit issued by the State Highway Division and all applicable rules of that agency.~~

Sec. 15.32.040. Signs allowed in all zones exempt from permits but subject to regulation.

The following signs are allowed in all zones and exempt from permits but are subject to regulation as listed below:

- A. *Banners on Light Poles in ~~Private~~-Parking Lots (Commercial/Industrial/Parks and Open Space Zones).*
 1. *Number.* Only one banner per pole.
 2. *Size.* No larger than 30 inches wide and 60 inches tall.
 3. *Materials.* Limited to materials that appear like canvas or fabric; no reflective vinyl.
 4. In no instance shall such signage be located within a public right-of-way.
- B. *Signs Held by People.* A sign held by a person in or adjacent to a pedestrian right-of-way, ~~whether or not the individual is in costume,~~ is permitted as long as the person holds the sign. The person holding the sign must follow all applicable traffic safety regulations and not interfere with the use of the right-of-way by bicyclists, pedestrians, and motorists. Signs must not obstruct vehicle sight clearances or obstruct any permanent signs. Signs being held upon a sidewalk must maintain at least 4 feet unobstructed sidewalk width.

(Ord. No. 2008-06, 5-7-2008; Ord. No. 2010-04, 1-5-2011; Ord. No. 2011-11, 10-19-2011)

Sec. 15.32.050. Signs permitted in all districts—Exempt from permits.

The following signs are allowed in all districts and do not require a permit.~~and operations are exempt from one or more of the requirements of this chapter but shall comply with all other applicable provisions. Limitations, if any, are noted below.~~

- A. Signs erected in the public right-of-way by the city, Clackamas County, the state of Oregon, the U.S. Government, a public utility, or an agent of one of those entities, including:
 1. Street identification signs;
 2. Traffic control, safety, warning, hazard, construction, and related public safety signs.
- B. ~~One official national, state and local government~~Two flags or banner per property lot or parcel when installed in a manner that meets city ordinances, ~~and when flown and maintained as specified by the U.S. Flag Code, are exempt from the provisions of these regulations.~~

The flagpole or other structure to which the flag is attached ~~should must~~ not exceed 20 feet or 110 percent of the maximum height of the primary structure on the property, whichever is greater. All structures over ten feet in height require a building permit and an inspection of the footing and structure, as per the ~~Oregon State Structural Specialty~~Building Code, prior to installation of the structure;
- C. Signs required by city ordinance, county ordinance, ~~or state,~~ or federal law, ~~are exempt from the provisions of these regulations.~~ Examples include, but are not limited to, address numbers, street names, public notices, restaurant health inspection ratings, handicapped access signs, and signage within City owned parks and open spaces~~civil defense shelter signs;~~
- D. Signs located at the entrance of, or within 10 feet of, restrooms, entrances, or walkways, or located along the perimeter of real property, each no larger than 24 inches by 24 inches and composed of aluminum or durable plastic. No more than one sign as described in this subsection may be located at

the entrance of, or within 10 feet of, a restroom, entrance, or walkway, and no more than one sign as described in this subsection may be located along the perimeter of real property every 100 linear feet;
~~Signs erected for the convenience of the public identifying rest rooms, entrances, public telephones, walkways, directional or information signs, including menu boards, located wholly within the site;~~

- E. Signs located on private property that are not visible from a public street or right-of-way, or any other property ~~unless the department deems that the continuation of such a sign constitutes a serious and immediate danger to public safety and welfare;~~
- F. Signs, plaques, inscriptions, or Historical markers located on a historic site or structure that are made, erected, and or maintained by a public authority or recognized historical society or organization identifying sites, buildings or structures of recognized historical value;
- ~~G. Memorial signs or tablets, historical markers, signs cut into the surface or the facade of the building, or when projecting not more than two inches;~~
- ~~H. Signs located in the interior of any building or within an enclosed lobby or court of any building or group of buildings, which signs are designed and located to be viewed exclusively by patrons of such use or uses;~~
- ~~I. Painted wall decorations and wall graphics ("painted wall decorations" means murals or displays painted or placed directly onto a wall or fence and containing no copy, advertising symbols, lettering, trademarks designed and intended as a decorative or ornamental feature);~~
- G. Signs, decorations, and displays inside of ~~windows or attached to the inside of windows~~ any building, provided that the sign, decoration, or display ~~in a window~~ does not exceed a sign face area of 100 square feet or 33 percent of the window area, whichever is less. ~~Window~~ Such signs larger than 100 square feet are regulated as wall signs.
- H. Seasonal decorations. For purposes of this section, "seasonal decorations" means any of the following that are placed during the months of October, November, December, and January:
 - 1. Light fixtures that use bulbs that are sized C6, C7, or C9, or LED bulbs that are 8 mm or smaller; and
 - 2. Statues and inflatable objects not exceeding ten feet in height.

(Ord. No. 2008-06, 5-7-2008; Ord. No. 2010-04, 1-5-2011; Ord. No. 2011-11, 10-19-2011)

Sec. 15.32.060. Nonconforming signs.

- A. The following shall be considered nonconforming signs:
 - 1. Permanent S signs that already existed when these regulations were adopted, have an approved ~~county or state~~ City sign permit (if applicable at the time of construction) and complied with the regulations in place at the time of construction, and which do not conform to the provisions of these sign regulations;
 - 2. Permanent S signs on lands annexed to the city which predated the annexation and which have and having an approved county or state sign permit (if applicable at the time of construction) and complied with all regulations in place at the time of construction.
- B. Nonconforming signs shall be removed or shall be altered to conform to the provisions of this chapter when: the sign is changed or modified in shape, location, or size. The sign shall be removed or brought into compliance with this chapter within 120 days of the date of such occurrence.
 - ~~1. The nature of the business conducted on the premises changes and the sign is changed or modified either in shape, size or legend; or~~

2. ~~When the name of the business changes and the sign is changed or modified either in shape, size or legend.~~
3. ~~Exception: Panels on existing nonconforming backlit signs in the C-1 zone may be changed according to the provisions of Paragraph 15.32.020.A.~~
- C. ~~Nonconforming signs advertising a business or other use which has discontinued operation within the building, on the lot or in the development shall be deemed abandoned and shall be removed within 120 days of the time the business or use is discontinued, unless a new occupancy permit is issued for a new use.~~
- D. ~~All temporary signs in existence which do not conform to the provisions of this chapter shall be removed or made to conform within 30 days of the passage of the ordinance codified in this chapter.~~
- E. ~~Signs located on property which is annexed to the city shall have 60 days in which to be removed or made to conform to the provisions of this chapter.~~
- F. ~~If a nonconforming sign is abandoned, the property owner of record, as shown on the tax roll of Clackamas County, shall be notified via certified mail (return receipt requested) from the department directing that it be removed within 60 days. Following notice by the building official, if the abandoned sign has not been removed, the building official shall cause the sign to be removed. The cost of removal shall be entered by the city recorder on the docket of city liens against the property owner, and shall be collectible in the same manner as liens for public improvements. For purposes of this section, "Abandoned sign" means a structure designed for, but not containing, a sign for 120 continuous days.~~

(Ord. No. 2008-06, 5-7-2008; Ord. No. 2010-04, 1-5-2011; Ord. No. 2011-11, 10-19-2011)

Sec. 15.32.070. General construction and maintenance requirements.

- A. ~~Each~~ A sign shall be constructed, erected, and maintained to meet the requirements of the ~~Oregon Structural Specialty Oregon Building Code, National and Electrical Code and Oregon Mechanical Code.~~ In addition, all illuminated signs shall be subject to the provisions of the Underwriters' Standard, as defined in Underwriters' Laboratories, "Standards For Safety, Electric Signs." All signs manufactured in Canada also shall comply with the standards ~~of~~ on the Canadian Standards Association (~~CASCSA~~). For purposes of this section, "illuminated sign" means any sign which ~~has characters, letters, figures, designs or outlines~~ is illuminated by electric lights or luminous tubes ~~as part of the sign property.~~ For the purposes of this section "maintained" refers to the normal care needed to keep a sign functional such as cleaning, oiling, changing of light bulbs, and repair.
- B. All signs and component parts shall be kept in good repair and maintained in a safe, neat, clean and attractive condition. A sign or sign structure that is determined by the City to constitute a hazard to the public safety or health by reason of poor structural design or construction, inadequate maintenance, lack of repair, or dilapidation may be required to be removed per the standards identified in Section 15.32.170.
- C. ~~The regulations establish standards for allowable area, location, types and activities permitted upon and uses in conjunction with all signs and other advertising structures within the city. All sign permits issued and signs erected after the effective date of the ordinance codified in this chapter shall conform to the standards of these sections.~~
- D. ~~Location. All signs, unless specifically authorized by this code or the State Structural Specialty Code shall be located entirely within the boundaries of the property.~~
- E. ~~Lighted Signs in all districts:~~

1. ~~Signs may be indirectly, internally or directly illuminated unless otherwise restricted in this chapter. Indirect lighting shall be screened from view by ground surface, evergreen landscape screening or ornamental features of the sign structure. Braces and struts which support indirect lighting from the top or sides of the sign are prohibited.~~
 - a. ~~"Direct" lighting means exposed lighting or neon tubes on the sign face.~~
 - b. ~~"Indirect" lighting means the light source is separate from the sign face or cabinet and is directed so as to shine on the sign.~~
 - c. ~~"Internal" lighting means the light source is concealed within the sign.~~
 2. ~~A lighted sign visible to and located within 100 feet of a residential zoning district shall be turned off from 10:00 p.m. to sunrise.~~
 3. ~~Exposed incandescent bulbs may be used on the exterior surface of a sign if each of such bulbs do not exceed 25 watts or unless each such bulbs are screened by a diffusing lens, sun screen or similar shading device.~~
 4. ~~Floodlights or spotlights shall be permitted on ground mounted signs and wall signs, provided that such lights concentrate the illumination onto the area of the signs so as to prevent glare upon the street or adjacent property.~~
- ~~F. *Existing Developments.* Existing developments which contain more than one use but do not meet the criteria established for commercial planned developments, shopping or business centers and where two or more uses are located on a single lot or group of contiguous lots which were developed according to a plan, shall be considered to be a planned development.~~

(Ord. No. 2008-06, 5-7-2008; Ord. No. 2010-04, 1-5-2011; Ord. No. 2011-11, 10-19-2011)

Sec. 15.32.080. Prohibited signs.

The following signs and operations are prohibited ~~signs and operations,~~ and may not be erected or permitted to operate within the city unless specifically authorized by other sections of this ~~e~~Code:

- A. Signs that obstruct the vision clearance ~~area, as defined by Section 17.74.30. of the Sandy Municipal Code,~~ of a street ~~or alley intersection or driveway intersection;~~
- B. Signs that obstruct ingress or egress through any door, window, fire escape, standpipe, or like facility, required or designated for safety or emergency use.;
- C. Signs that may be confused with public traffic signs or highway identification signs, or graphically appear similar to these types of signs, or signs that may mislead or confuse vehicle operators.;
- ~~D. Signs or sign structures determined by the building official to constitute a hazard to the public safety or health by reason of poor structural design or construction, inadequate maintenance, lack of repair, or dilapidation ("maintenance" means normal care needed to keep a sign functional such as cleaning, oiling and changing of light bulbs);~~
- ~~D~~E. Signs that rotate, reflect, flash, blink, fluctuate, or have chaser effects (a "rotating signs" has sign faces or portions of a sign face which revolve around a central axis).;
- ~~E~~F. ~~Except for an approved food cart sign,~~ Signs placed on, affixed to, or painted on any motor vehicle, trailer, or other mobile structure, ~~that are~~ not registered, licensed, and insured for use on public highways and ~~or~~ parked with the primary purpose of providing a sign not otherwise allowed by this chapter.;
- ~~F~~G. ~~Signs on B~~benches, ~~with a commercially available space for advertising;~~

- G.H. Signs located on or above public rights-of-way without written consent of the applicable jurisdiction. This includes, but is not limited to, posters or notices on utility poles, ~~political signs in parking planter strips, etc., other than traffic control signs installed by the state, county or city;~~
- H.I. Roof signs (signs erected upon, against or directly above a roof, or on the top of or above the parapet of a building), including on food carts;
- I.J. Attention attracting devices, including but not limited to flags not in compliance with Section 15.32.050, feather signs, balloons, windsocks, pennants, streamers, valances, spinners, spirals and other wind-activated devices including propellers.

(Ord. No. 2008-06, 5-7-2008; Ord. No. 2010-04, 1-5-2011; Ord. No. 2011-11, 10-19-2011)

Sec. 15.32.090. Permit required.

It is unlawful for any person to erect, repair, alter, or relocate any sign within the city any sign or other advertising structure as defined in this chapter without first obtaining a sign permit from the eCity and making payment of the required fee, with the exception of signage exempt from obtaining a permit within Sections 15.32.040 and 15.32.050 of this chapter. ~~required by the city thereof.~~

(Ord. No. 2008-06, 5-7-2008; Ord. No. 2010-04, 1-5-2011; Ord. No. 2011-11, 10-19-2011)

Sec. 15.32.100. Permit and variance application fees.

Fees shall be ~~those~~ established by City Council in the current fees and charges resolution and are due and payable in effect at the time of application.

(Ord. No. 2008-06, 5-7-2008; Ord. No. 2010-04, 1-5-2011; Ord. No. 2011-11, 10-19-2011)

Sec. 15.32.110. Permit application.

Application for a sign permit shall be ~~made in writing~~ completed upon forms supplied by the eCity and shall contain the following information:

- A. Name, address, email, and telephone number of the applicant;
- B. Location by street number of the building and unit number if applicable, structure, or lot or parcel to which or upon which the sign is to be installed or affixed;
- C. A ~~drawing, drawn~~ to scale drawing showing the design of the sign, including dimensions of the sign, dimensions of wall if wall-mounted, maximum height above grade ~~if free-standing,~~ method of attachment, source of illumination and the relationship to any building or structure to which it is proposed to be installed or affixed ~~or to which it relates~~ along with a detailed account of the materials to be used;
- D. A ~~plot site~~ plan drawn to scale indicating the location of the sign relative to property lines, building locations, streets, and sidewalks;
- E. Copies of ~~stress sheets and~~ engineering calculations, for signs other than temporary signs and A-frame signs, showing that the structure is designed for dead load, live load, seismic design category D, and wind ~~pressure forces~~ in any direction in the amount required by the ~~Uniform~~ Building Code;
- F. Name, address, email, and telephone number of the person, firm, corporation, or association erecting such sign ~~or advertising structure;~~

- G. Written consent of the owner of the building, structure, or land ~~to which or~~ on which the ~~structure~~ sign is to be erected;
- ~~H. Copy of any electrical permit required and issued for the sign;~~
- H. For temporary signs, the dates that the temporary sign will be displayed;
- I. A-frame signs are exempted from subsection D and E of this section.
- J. For signs containing an electronic display, the manufacturer's specifications and nit (candela per square meter) rating.
- K. Any such other information required to show full compliance with this chapter and all other provisions of this Code as required by the Director or his/her designee.

(Ord. No. 2008-06, 5-7-2008; Ord. No. 2010-04, 1-5-2011; Ord. No. 2011-11, 10-19-2011)

Sec. 15.32.120. Permit approval.

- A. A completed sign permit application ~~accompanied by the appropriate fee~~ shall be submitted to the ~~d~~Development ~~s~~Services ~~d~~Department ~~or other staff designated by the city manager~~, referred hereafter as "~~d~~Department".
- B. The ~~d~~Department shall review the sign permit application to ensure that it is complete, ~~accompanied by the appropriate fee,~~ and the proposed sign complies with the provisions of these regulations and other ~~e~~City ordinances. All signs shall be subject to inspection and reinspection. A permit shall only be issued when all of these criteria have been met and any applicable fee(s) have been collected.
- C. An approved sign permit does not replace, supersede or waive structural or electrical standards and permits required. These other permits must also be obtained prior to work on the installation of the sign.
- ~~D. The applicable permit review fee shall be doubled if sign installation is begun before obtaining a permit. Payment of such double fee shall not relieve any person from full compliance with these regulations.~~
- D.E. The permit shall expire if a sign is not installed as approved within 180 days from the date of sign permit application ~~approval~~issuance. Reapplication shall include a new, fully completed application form and any new application applicable fee(s). The application must comply with ~~findings in subsection B of this section, including~~ any amendments to these regulations adopted since the previous permit approval.
- E.F. An approved sign permit may be revoked by the ~~d~~Director or his/her designee if the approved sign is not constructed and installed as approved, if incorrect information was provided on the application, or if the ~~e~~City approved the permit in error. A decision of the ~~d~~Director or his/her designee may be appealed to the ~~e~~City ~~e~~Council in accordance with Section 15.32.140 ~~appeal procedures for a Type III appeal.~~
- ~~G. All signs shall be subject to inspection and reinspection. Footing inspections may be required for all signs having footings.~~

(Ord. No. 2008-06, 5-7-2008; Ord. No. 2010-04, 1-5-2011; Ord. No. 2011-11, 10-19-2011)

Sec. 15.32.130. Permit conditions.

The ~~department~~ Director or his/her designee may attach conditions in conjunction with the approval of a sign permit as deemed necessary to secure the purpose of this ~~eCode, the Building Code, and the Electrical Code,~~ and may require guarantees and evidence that such conditions will be complied with.

(Ord. No. 2008-06, 5-7-2008; Ord. No. 2010-04, 1-5-2011; Ord. No. 2011-11, 10-19-2011)

Sec. 15.32.140. Permit appeal.

A decision by the Director or his/her designee on a sign permit application or variance application may be appealed to the ~~eCity eCouncil~~. A written appeal must be filed with the ~~city recorder~~ Director within ~~ten-12 calendar~~ days of the notice of the decision. The review by the City Council shall be de novo. ~~The appeal shall be conducted the same as an appeal of a decision of the planning commission.~~

(Ord. No. 2008-06, 5-7-2008; Ord. No. 2010-04, 1-5-2011; Ord. No. 2011-11, 10-19-2011)

Sec. 15.32.150. Variances to standards.

Variances are a means of requesting a waiver to certain criteria within this chapter. The Director shall review sign variance applications. ~~There may be rare instances where a combination of strict application of the standards in this chapter and/or public safety concerns may preclude use of signs as a communication medium for a primary frontage. In these cases, it may be appropriate to vary a particular standard to enable a property owner to utilize signs in a manner similar to others in a district.~~

A. A.—To request a sign variance, an applicant shall submit the following: a completed sign variance application and appropriate review fee.

1. A completed sign variance application in a form provided by the City and payment of fees.

2. Sign renderings, including sign square footage, height, colors, and any other applicable information that will help in the variance decision.

3. A narrative explaining how the requested variance is consistent with the criteria as set forth below:

a. The variance is consistent with the purposes of this chapter and will not be materially detrimental to the public welfare or materially injurious to other property in the vicinity.

a.b. Special circumstances or conditions apply to the property which do not apply generally to other properties in the same zone or vicinity, and result from lot or parcel size or shape, topography, or other circumstances over which the applicant has no control.

~~B.—The Sign Review Committee shall hold a public meeting on the application.~~

~~C.—To approve a sign variance request, the Sign Review Committee must find that the requested variance is consistent with the intent of the signage regulations for the zoning district is requested for, and the sign is of a reasonable size. The Committee shall balance business needs with the community aesthetics.~~

~~B.D.~~ The decision ~~Sign Review Committee~~ by the Director may impose such conditions on the approval as necessary to achieve the purposes of these regulations.

~~E.—Unless appealed, the Sign Review Committee's decision shall be the final decision of the city.~~

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(Supp. No. 5, Update 2)

~~CF.~~ ~~Appeals to the Sign Review Committee's~~ An appeal of the Director's decisions shall be decided by the City Council, ~~and t~~The City Council's decision is ~~shall be~~ the City's final decision ~~of the city.~~

~~DG.~~ Where a sign approved through these variance procedures is not installed within ~~12 months~~two years from the date of the approval, the variance approval shall expire, and all work must fully comply with these regulations as amended to that date.

(Ord. No. 2008-06, 5-7-2008; Ord. No. 2010-04, 1-5-2011; Ord. No. 2011-11, 10-19-2011)

Sec. 15.32.160. Administration and enforcement.

The ~~department~~City shall administer and enforce these regulations and is authorized to issue citations for violations of these regulations in accordance with provisions of the Sandy Municipal Code.

The City shall have the right to enter the property where a sign is located to determine compliance with the requirements of this chapter, including but not limited to viewing the programmed specifications of electronic message signs. The City shall first seek authorization to enter from the property owner or person in charge. If entry is denied, the City may seek an administrative warrant from the municipal court.

(Ord. No. 2008-06, 5-7-2008; Ord. No. 2010-04, 1-5-2011; Ord. No. 2011-11, 10-19-2011)

Sec. 15.32.170. Sign removal.

The ~~department~~Director or his/her designee may order removal of any sign erected, replaced, reconstructed, or maintained in violation of these regulations per one of the following two procedures:

- A. The ~~department~~Director or his/her designee shall deliver written notice by certified mail (return receipt requested) to the owner of the sign, if known or, if the owner of the sign cannot be located, and to the owner of the lot(s) or parcel(s), as shown on the tax rolls of Clackamas County, on which such sign is located, directing that the sign shall be removed or brought into compliance with these standards.
- ~~B.~~ If the owner of such sign or the owner of the lot(s) or parcel(s) on which the sign is located fails to remove the sign or bring the sign into compliance within 30 days for permanent signs (e.g. free standing signs, wall signs, projecting signs) or within 10 days for temporary signs after receipt or refusal of delivery of written notice from the ~~e~~City, the sign shall be subject to removal by the City at the expense of the property owner. the building official shall cause such sign to be removed at the expense of the property owner. Such costs shall be entered by the city recorder on the docket of ~~e~~City liens against the property owner, and shall be collectible in the same manner as liens for public improvements. All A-frame signs are considered temporary signs for purposes of this section.
- ~~BC.~~ If the condition of the sign presents an immediate threat to the safety of the public, the ~~department~~City may cause removal of the sign immediately, without prior notice, and the expenses for such removal shall be paid by the owner of the property on which the sign is located. ~~or the permit applicant. If such persons cannot be found, the expense shall be paid by the owner of the building, structure or property.~~ Such costs shall be entered on the docket of City liens against the property owner, and shall be collectible in the same manner as liens for public improvements.

(Ord. No. 2008-06, 5-7-2008; Ord. No. 2010-04, 1-5-2011; Ord. No. 2011-11, 10-19-2011)

~~Sec. 15.32.180. Periodic review.~~

~~The city council and the department in conjunction with a committee of at least three local business people, shall review this chapter periodically.~~

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~~(Ord. No. 2008-06, 5-7-2008; Ord. No. 2010-04, 1-5-2011; Ord. No. 2011-11, 10-19-2011)~~

Sec. 15.32.190. Violations.

~~Upon conviction, any person who violates any of the provisions~~ Violation of any provision of this chapter shall be in violation is guilty of a Class B-C Civil ~~infraction and is subject to the Forfeitures defined in Section 1.18.050.~~ and subject to the penalties provided in ORS 153.110 through 153.310, as now constituted.

~~A.—A person cited for a violation shall be fined up to \$100.00.~~

~~B.—Each day a sign is in violation of these regulations shall be considered a new violation.~~

(Ord. No. 2008-06, 5-7-2008; Ord. No. 2010-04, 1-5-2011; Ord. No. 2011-11, 10-19-2011)

Sec. 15.32.200. Limitation of liability.

~~The city shall not be held responsible for any damage to persons or property by reason of approval, disapproval, or the issuance of a sign permit authorized in this chapter, or inspection or reinspection of a sign as authorized by this chapter.~~

~~(Ord. No. 2008-06, 5-7-2008; Ord. No. 2010-04, 1-5-2011; Ord. No. 2011-11, 10-19-2011)~~

Sec. 15.32.210. Definitions.

As used in this chapter:

A-frame signs means a portable permanent sign which has two sides, the frame or support structure of which is hinged or connected at the top of the sign in such a manner that the sign is easily moved and erected ~~(see sample photo).~~

Area, sign face means:

- A. The area of sign enclosed in a frame or cabinet is determined based on the outer dimensions of the frame or cabinet surrounding the sign face. Sign area does not include foundations, supports, or other essential structures which are not serving as a backdrop or border to the sign.
- B. When a sign is on a base material and attached without a frame, the dimensions of the base material are to be used, unless it is clear that part of the base contains no related display or message.
- C. When signs are constructed in individual pieces attached to a building wall, sign area is determined by a perimeter drawn around all the pieces.
- D. For sign structures containing multiple modules oriented in the same direction, the modules together are counted as one sign face.
- E. The maximum surface area visible at one time on a round or three-dimensional sign is counted to determine sign face area.

Banner means a sign made of fabric or other nonrigid material with no enclosing framework, supported by two (2) or more points, which does not meet the definition of a flag, and which is hung on a building, light pole in a parking lot, or a permitted permanent freestanding sign, or hung over a public right-of-way.

~~*Bulletin board* means bulletin boards for public, charitable or religious institutions when the same are located on the premises of such institutions.~~

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Clearance sign means a sign located at the entrance of a limited overhead or ground space with a clearance of 14 feet or less and comprised of highly durable, weather-resistant materials designed for longevity (including aluminum and plastic HDPE or LDPE), including but not limited to the entrance of a drive-through, bridge, tunnel, or parking garage.

Dissolve means a mode of message transition on an electronic message sign accomplished by varying the light intensity or pattern, where the first message gradually and uniformly appears to dissipate and lose legibility simultaneously with the gradual and uniform appearance and legibility of the second message.

Electronic message sign means a sign capable of displaying words, symbols, figures, or images that can be electronically or mechanically changed by remote or automatic means including animated graphics and video.

Erect means to build, construct, attach, hang, place, suspend or affix, and shall also include the painting of wall signs.

Face means the surface of the sign upon, against or through, which the message is displayed or illustrated on the sign.

Fade means a mode of message transition on an electronic message sign accomplished by varying the light intensity, where the first message gradually and uniformly reduces intensity to the point of not being legible and the subsequent message gradually and uniformly increases intensity to the point of being legible.

Feather sign means a sign constructed in whole or in part of lightweight material which is designed to, or which actually does, wave or move in the wind, and which does not meet the definition of a flag or banner.

Flag means a sign which consists of a single piece of lightweight material which is designed to, or which actually does, wave or move in the wind, which meets all of the following criteria:

- A. Is two-sided and rectangular in shape.
- B. Is attached by one side, which must be one of the two shorter sides, to a single metal pole, which is either (1) vertical and permanently installed in the ground or (2) vertical or a maximum of 45 degrees from vertical and attached to a building by a wall mount.

Freestanding sign means a sign on a frame, pole, or other support structure which is not attached to any building.

Frontage, street means the length of the property line of any lot or parcel ~~one premise~~ along each one public right-of-way it borders.

Frontage, tenant space means the length of the exterior façade occupied by an individual tenant space that faces either a parking lot, pedestrian path, or public right-of-way.

Height means the overall height of a free-standing sign or sign structure is measured from the grade directly below a sign to the highest point of the sign or sign structure.

~~*Readerboard* means a sign or part of a sign specifically designed to allow for the convenient display of temporary messages without alteration of the sign field, and on which the letters or images are readily replaceable such that the copy can be changed from time to time at will, either by hand or through electronic programming.~~

Integrated business center means a lot or parcel on which two or more commercial businesses are located.

Kiosk sign means an electronic message sign located at the entrance or exit of a parking garage, containing a screen that is no larger than 55 inches wide, and owned and maintained by the same on-site business.

Menu board means an electronic message sign located at the entrance of a business drive-through, containing a screen that is no larger than 55 inches wide, and owned and maintained by the same on-site business.

Permanent sign means an A-frame sign and any sign that is affixed to a building, window, or structure, or to the ground, in a manner that enables the sign to resist environmental loads, such as wind or snow, and that precludes ready removal or movement of the sign.

Sign means materials placed or constructed, or light projected, that (1) conveys a message or image and (2) is used to inform or attract the attention of the public. The scope of the term 'sign' does not depend on the content of the message or image conveyed. ~~an identification, description, illustration or device that is affixed to or represented directly or indirectly upon a building, structure or land and which directs attention to a product, place, activity, person, institution or business.~~

Sign structure means a structure specifically intended for supporting or containing a sign which is not an integral part of a building.

Temporary sign means a sign other than a permanent sign. ~~or advertising display constructed of fabric, paper, cardboard, plywood, or other light materials, with or without a frame, not permanently attached to a building, structure or ground intended to be displayed for a specific and limited period of time. A temporary sign is intended to:~~

~~A. Exist until such time as a permanent sign can be placed;~~

~~B. Exist for a limited period of time as determined by the specific date of an event, activity or sale.~~

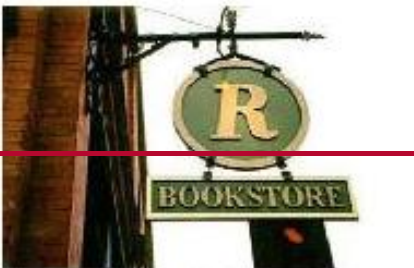
Wall area means all window and wall area of a building or tenant space on one plane or elevation.

Wall sign means a sign attached to, painted on, or erected against a wall, fascia, or parapet wall whose display surface is parallel to and extends not more than eighteen (18) inches from the wall to which it is attached.

Examples of Appropriate Signs:



Sample Backlit Sign



Sample Projecting Sign



Sample Hanging Sign



Sample A-Frame Sign



Sample Monument Sign

(Ord. No. 2008-06, 5-7-2008; Ord. No. 2010-04, 1-5-2011; Ord. No. 2011-11, 10-19-2011)

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Sign Code Modifications

City Council Public Hearing
April 20, 2026

Reason for update

Item # 7.

The existing code language is not worded as clear as it could be which has caused confusion for the public, for sign manufactures, and for City staff administering the sign code.

When leadership changes occurred at the beginning of 2017 it was quickly identified that the sign code had overly bureaucratic processes and constitutional violations.

- The City Manager and Mayor at the time both agreed that processing A-frame signs and sign variance requests through two separate committees was overly burdensome for City staff to administer and made for lengthier processing timelines for applicants.

Reason for update

Item # 7.

Staff's goals with these proposed amendments include:

- ensuring compliance with constitutional requirements (e.g. first amendment issues)
- making code enforcement processes clearer
- removing burdensome code provisions
- modifying the code for easier comprehension and implementation

Applicable Council Goals

Item # 7.

The Development Services Director listed updating the sign code as a department goal in several biennium retreat documents. With the adoption of the 2025-27 goals, it dovetails into goals 6.9 and 6.10:

- 6.9:** Ensure compliance with state legislative and regulatory mandates through code amendments that are responsible and reflect the community's values.
- 6.10:** Continue to improve and refine code language, policies, and practices related to code enforcement.

Amendments based on work sessions

Item # 7.

Section 15.32.020.G.: Staff modified the code provisions to allow signs to occupy all four wall surfaces of a food cart.

Section 15.32.030.E.6.: Staff modified the code provisions for freestanding signs for a commercial or institutional use within a residential zone to require a 24-inch-high stone/rock base.

Section 15.32.170.A.: The City Attorney modified the code provision that temporary signs have to come into compliance within 10 days of the written notice being received or refused.

Amendments based on work sessions

Item # 7.

Section 15.32.190.: **Staff modified the code provisions to state that a violation of Chapter 15.32 is a Class C infraction (\$250).**

Section 15.32.020.H. and Section 15.32.032.A.5.: **Staff kept temporary signs at 180 days.**

Since work session on March 16

Item # 7.

Since the work session on March 16, staff sent a notice of the public hearing to all registered businesses that have a location in city limits.

Staff received a few inquiries on perimeter fencing signage (i.e., such as no trespassing signs) and menu boards/clearance signs for drive-through uses.

Staff worked with the City Attorney to add additional code language to address such signage, as well as language for signage related to parking garages, in Sections 15.32.020., 15.32.050., and 15.32.210. as highlighted in this staff report and in Exhibit A.

Note on murals

Item # 7.

- Remove murals as an exemption in the sign code because of constitutional concerns relating to regulating the content of murals through the sign code.
- This change will have the effect of prohibiting murals in the City as that term is generally understood for the time being.
- As directed by the City Council, staff will propose a separate mural program similar to what has been done in other Oregon cities.
 - Bend
 - Milwaukie
 - Sherwood



Note on community event signage

Item # 7.

A “community event” is an event which has been designated in writing as a community event by the City Manager based on meeting one or more of the following criteria:

- a. The City has contributed funding to the event either directly or indirectly; or
- b. The event:
 - i. Is expected to significantly promote tourism in the city of Sandy; and
 - ii. Will help achieve one or more established City Council goals.

Note: Staff believes that in the past, Winterfest and the Mount Hood Farmers Market have both been designated as ‘community events’.

Meeting Type: City Council
Meeting Date: April 20, 2026
From: Patrick Huskey, Police Chief
Tyler Wallace, Finance Director
Tyler Deems, City Manager
Subject: Traffic Safety Technology Follow Up

DECISION TO BE MADE:

Whether to authorize staff to move forward with submitting an application to ODOT for installation of traffic speed and red light cameras.

APPLICABLE COUNCIL GOAL:

- **Goal 1.3:** Continue to implement a traffic safety and speed enforcement program, including deployment of technology that will assist with enforcement and gather accurate speed data in areas of concern within the city.

BACKGROUND / CONTEXT:

In early 2025 the City Council adopted Goal 1.3, which expressed their intention to implement a traffic safety and speed enforcement program, including the use of technology, to assist with enforcement and increase safety within the city. The Council held a work session on [February 2, 2026](#), to learn more about, and provide feedback on, the use of technology to support increased traffic safety and speed enforcement.

ODOT traffic studies have historically shown a high volume of traffic traveling through Sandy on Highway 26. Highway 26 is the most direct route from the Portland metro area to Mt. Hood and Central Oregon, which are major recreational destination sites. No matter the season/time of year, traffic numbers do not fluctuate; they stay relatively consistent throughout the year. Inclement weather and heavy holiday travel do play factors in increased traffic issues. Recent traffic counts indicate more than 30,000 vehicles per day traveling through Sandy.

KEY CONSIDERATIONS / ANALYSIS:

Camera Technology

The approach that staff has explored is the implementation of photo radar and red-light running cameras to be utilized to enhance public safety within the city limits of Sandy. Speed and red-light

running represent the biggest traffic safety concerns of our citizens. ODOT traffic crash data also supports the concerns of our citizens.

City staff have done extensive due diligence in evaluating technology-based enforcement options. Speed studies have been conducted which are discussed later in this report. City staff have also been engaged in conversations with the City of Beaverton about their traffic camera program. City staff visited the Beaverton Police Department for a full program walkthrough and Q&A session. A comprehensive list of pros and cons for automated enforcement cameras was provided at the previous work session.

Responses to Questions Raised during the February 2, 2026 Work Session

- **Privacy Protection Measures** – Sandy Police Department and Sandy Municipal Court will only access this data for violations or criminal investigation purposes. All Criminal Justice Information Services (CJIS) and records laws must be followed. This data would be treated no differently than any other data that the Police Department or Court currently handles. It was previously noted that license plate reading technology could be used in the future, which led to additional concerns about privacy being raised. It's important to note that the use of license plate reader (LPR) technology is not included in this proposal.
- **Goals and Success Metrics** – The ultimate goal for this program is to improve traffic safety, delivering on what citizens and Council members have asked for, which includes lower speeds, less crashes, and additional enforcement. Without the use of technology, the Sandy Police Department does not have adequate resources to tackle the problem at the volume of violations that the City is currently experiencing.
- **Plans for Signage and Public Notice** – ODOT has numerous regulations regarding signage, most of which would be addressed in the formal application that would be submitted to ODOT. Additionally, public notice is required and would be part of the roll out of this program, including notice in the City's monthly newsletter, social media, and any other platform the Council may opt to use. The City can choose to issue warnings only for a specific period of time to ensure that adequate notice is being delivered to drivers.
- **Consideration for Equity and Fairness** – The use of technology is arguably the most equitable way to address enforcement because the cameras capture violations in real time, regardless of what is going on in the surrounding environment. The Sandy Police Department can apply their own internal threshold on what is believed to be a citable speed, and would not issue any citation that they did not believe could be proven in Court. The Court would work with violators, just as it does now, to set up payment arrangements that accommodate the specific circumstances of violators. In terms of the technology not being able to issue citations to vehicles without license plates, the Sandy Police Department would document those situations, and utilize a patrol officer to stop and cite in the future. An example of this could be a recurring violation from the same vehicle each morning that is captured on camera without a license plate. A patrol officer could then be placed on the highway during the morning commute to visually witness the violation, then stop the driver and cite them for any relevant violation.
- **Measures for Transparent Operations and Accountability** – There is a legal requirement to publish a comprehensive annual report. This report contains background information on the program, historical averages of citations captured and citations issued, the processing of photo radar information, and the outcome citations issued (convicted, dismissed, pending, etc.). If

Council desires, City staff can provide periodic program updates on program performance and progress on success metrics.

- **Expectations for Revenue and Uses** – Citation revenue generated by the photo enforcement program will go to the General Fund. Revenue will first be used to cover vendor costs and the City costs for program administration. Revenue exceeding program costs will be available in the General Fund to fund Council priorities. Revenue levels will be driven by citation volume. Speed studies conducted within the City indicate a high number of infractions that may yield a high number of potential citations. The City will have control over the volume of citations issued. One factor that will be considered is the available resources of City staff and the Municipal Judge. City staff have had extensive discussions with the City of Beaverton and NovoaGlobal to try to best anticipate citation volume, program resources needed and program revenue. Sandy will almost certainly see revenue in excess of program costs, however there is a wide range of outcomes for different jurisdictions due to the differences in location and traffic footprints.
- **Data From City of Newberg’s Program** – Chief Huskey discussed traffic cameras with City of Newberg to get a better understanding of their processes and the scope of their program. Currently, there is only one intersection utilizing this technology, and the City was only approved to enforce violations in one direction. They are currently issuing about 67% of the citations that are captured. The 33% of citations that are not issued are largely due to driver phot mismatches, something would likely occur at a similar level in Sandy. The volume is very different in Newberg, with their technology only issuing approximately eight citations per day.
- **Information About ODOT Approval Process** – Staff met with ODOT to better understand the application process after our first work session in February. The timeline, from submission to approval, would take approximately six months, depending upon the amount of follow-up questions that ODOT may have. The application would include, among other things, camera locations and speed and crash data for the selected intersections. Once the application is approved, the vendor could have the infrastructure installed and operational within several weeks.

Increasing Enforcement Capacity

It is also worth noting that a human issuing citations cannot issue more than three or four per hour, given the amount of time it takes to stop a vehicle, engage with the driver, review license and registration, issue the citation, engage with the driver again, and end the traffic stop. Technology increases the ability to enforce traffic laws around the clock, and is not hindered by staffing shortages, vacation or sick leave, or any other potential staffing conflict.

Camera Locations

Speed studies were conducted by NovoaGlobal and consisted of four intersections. The data from the speed study is attached to this staff report.

- Highway 26 and Orient Dr: this would consist of two cameras, one facing east and one facing west. Westbound traffic is more egregious.
- Highway 26 and 362nd Ave: This site is not being recommended for advancement at this time. The studies also showed that the number of violations occurring at this intersection are not nearly as egregious as others. Staff believe that better enforcement at Highway 26 and Orient Dr. would lead to improved compliance at intersections in close proximity such as this.

- Highway 26 and Bluff Rd: this would consist of, at a minimum, two cameras, one facing east and one facing west. The study only utilized cameras in the east and west direction, while no data exists on the north and south violations. This intersection, particularly during school hours, sees egregious activity in all directions. Members of the Police Department and our citizens have observed numerous violations on Bluff Rd., crossing Highway 26. Based on common knowledge and firsthand experience, Staff believed that cameras facing both north and south are warranted. Cameras at this location would assist in protecting our children while traveling to and from school, as well as assist in efforts related to our Safe School routes.
- Highway 26 and Ten Eyck Rd: this would consist of two cameras, one facing east and one facing west. Eastbound traffic is more egregious. The timeline for installing any infrastructure at this location could change, depending on future speed reduction modifications east of Ten Eyck Rd, which still needs to be determined.

Additional Traffic Safety

In addition to the above-mentioned approaches to safety enhancements, there are a few other things to consider. In October 2024, staff submitted a request to ODOT to conduct a speed investigation for two segments of Highway 26: (1) Ten Eyck Road to Langensand Road, reducing speed to 25 mph, and (2) Langensand Road to Canyon Valley Road, reducing speed to 40 mph. In March 2026 the City received the recommendation from ODOT's traffic speed zone engineer that the only change that should be made is a modest speed reduction to 50 mph between Langensand Road and Canyon Valley Road. After discussion, the Council expressed its desire to send a counterproposal to ODOT's Speed Zone Review Panel which would include 40 mph between Canyon Valley Road and Langensand Road, and 35 mph between Langensand Road and Ten Eyck Road.

Staff is currently communicating with ODOT personnel to determine what effect this proposed counterproposal may have on an application for installation of speed camera technology. Potentially existing traffic data that could justify cameras could be considered irrelevant until speeds are changed and new data is collected. It may be the case that an application for installation of cameras at Highway 26 and Ten Eyck Road cannot be processed by ODOT while speed change requests remain pending.

BUDGET IMPACT:

The budget impact for a program such as this is impossible to determine. The City has data showing the number of violations that occurred during the speed study. It is fair to assume that a large number of speeders would reduce their speed given the signage and warning in advance of the intersections. It is also safe to assume that there would still be a fair number of drivers who do not change their behavior. A program such as this would need to be scaled based on the number of violations being issued. That said, program revenues are anticipated to exceed program expenditures. Future discussions regarding the program's revenues and expenditures would occur during the budget process.

RECOMMENDATION:

Staff recommend asking additional questions and providing staff with feedback on the use of technology to work toward accomplishing Council Goal 1.3. Authorizing the City Manager to move forward with submitting an application to ODOT for the installation of technology at key intersections

and work with a third party, like NovoaGlobal, to formalize a contract would be welcomed, should the Council support this approach.

LIST OF ATTACHMENTS / EXHIBITS:

- Speed Study Data
- Red Light Study Data
- Letter to the Mayor

Speed Data Summary

Location	Average Daily Volume	Average Daily Violations		Total Average Daily Violations	Percentage
		11 - 20 mph	21+ mph		
Hwy 26 & Orient					
Eastbound	14,990	924	20	944	6.30%
Westbound	12,697	1,888	55	1,943	15.30%
Hwy 26 & 362nd					
Eastbound	11,267	11	-	11	0.10%
Westbound	15,497	171	1	172	1.11%
Hwy 26 & Bluff					
Eastbound	11,262	1,540	87	1,627	14.45%
Westbound	10,935	2,676	62	2,738	25.04%
Hwy 26 & Ten Eyck					
Eastbound	11,338	4,613	557	5,170	45.60%
Westbound	6,094	1,237	160	1,397	22.92%

Red Light Data Summary

Location	Left Turn	Left Turn Stop	Straight	Straight Stop ¹	Right Turn	Right Turn Slow ²
Hwy 26 & Orient						
Eastbound	-	6	3	105	-	-
Westbound	-	8	11	114	-	-
Hwy 26 & 362nd						
Eastbound	-	4	1	155	104	71
Westbound	18	2	-	11	11	3
Hwy 26 & Bluff						
Eastbound	2	-	3	76	96	37
Westbound	-	2	34	95	224	41
Hwy 26 & Ten Eyck						
Eastbound	1	8	19	41	65	10
Westbound	-	1	15	85	40	10

The data for these intersections represents 16 hours of study

¹ "Stop" refers to coming to a stop over the stop bar

² "Slow" refers to slow rolling through the intersection



Guide Dogs for the Blind

The Honorable Mayor Kathleen Walker
Sandy City Hall
39250 Pioneer Blvd.
Sandy, Oregon 97055

Dear Mayor Walker,

I am writing to express my strong support for the City of Sandy's continued commitment to traffic safety, and specifically to endorse the installation and use of speed and red-light enforcement cameras at key intersections and corridors throughout the city.

Sandy is widely recognized as a walkable, accessible community and, notably, one of our organization's major training areas for guide dogs. Each year, our instructors and clients—many of whom are blind or have low vision—rely on Sandy's streets, sidewalks, and intersections to safely train future guide dogs in real-world environments. These dogs must learn to navigate crossings, respond to traffic flow, and make life-saving decisions for their handlers. The predictability of vehicle behavior is essential to that training.

Unfortunately, excessive speeding and red-light violations pose a growing challenge to this work. Even a single vehicle failing to stop or traveling at unsafe speeds can undermine training, place our clients and instructors at risk, and potentially endanger the long-term safety of the individuals who will one day depend on these guide dogs for independence. We have observed that inconsistent driver compliance—particularly at busy intersections—creates conditions that are not only unsafe, but also detrimental to effective guide dog training.

The installation of speed and red-light enforcement cameras offers a practical, proven, and equitable approach to improving roadway behavior. These systems encourage consistent compliance with traffic laws, reduce dangerous driving behaviors, and help protect all road users—pedestrians, cyclists, people with disabilities, and drivers alike. Importantly, automated enforcement provides

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Guide Dogs for the Blind

continuous deterrence without diverting law enforcement resources from other critical public safety needs.

For individuals who are blind or have low vision, safer intersections are not simply a convenience; they are fundamental to independence and mobility. Enhancing traffic safety through camera enforcement would directly support Sandy's reputation as an inclusive community and a city that values accessibility, safety, and shared responsibility.

I respectfully encourage the City of Sandy to move forward with the installation and thoughtful deployment of speed and red-light enforcement cameras in areas where data indicate elevated risk. Doing so would be a meaningful investment in public safety and would significantly benefit the guide dog teams who train and travel through your city every day.

Thank you for your leadership and for considering this important matter.

Sincerely,

A handwritten signature in blue ink that reads "Christine Benninger". The signature is stylized and written in a cursive-like font.

Christine Benninger

CEO

Guide Dogs for the Blind

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