



CITY COUNCIL MEETING

Monday, March 02, 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/82937687928>

Or by phone: (253) 215-8782; Meeting ID: 82937687928

WORK SESSION – 6:00 PM

1. [Program Update: Sandy Drinking Water Reinvestment](#)

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

GOVERNMENT RELATIONS UPDATE

CONSENT AGENDA

2. [City Council Minutes: February 17, 2026](#)
3. [Purchase Authorization: Restroom for Meinig Park Renovation](#)

NEW BUSINESS

4. [Contract Award: Alder Creek Water Treatment Plant Construction](#)
5. [Community Survey Preliminary Results](#)
6. [Clackamas County TSP Discussion](#)
7. ["Bin List" Discussion](#)

REPORT FROM THE CITY MANAGER

COMMITTEE / COUNCIL REPORTS

STAFF UPDATES

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

ADJOURN

EXECUTIVE SESSION – The City Council will meet in executive session pursuant to ORS 192.660(2)(h)

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: Council Work Session
Meeting Date: March 2, 2026
From: AJ Thorne, Public Works Director
Subject: Program Update: Sandy Drinking Water Reinvestment

PURPOSE / OBJECTIVE:

The purpose of this work session is to provide the City Council with an update on the goals and status of the Sandy Drinking Water Reinvestment Program. No decisions from the City Council are requested.

BACKGROUND / CONTEXT:

The City of Sandy's (City) drinking water is sourced from two City sources - Alder Creek and Brownell Springs. As Sandy outgrew these two sources, the City became a wholesale water customer of the Portland Water Bureau (Portland) and added Bull Run as a third water source. The City is unable to meet all of its water needs without the Portland Bull Run source. Currently Portland and Alder Creek provide about 42% of water supply each during the peak summer season, with Brownell Springs accounting for approximately 35% of the Average Day Demand during most of the year, but is regulated down to approximately 7% during the peak season demand (summer months).

Both the City of Sandy and the City of Portland are under a bilateral compliance agreement with EPA/OHA for the treatment of cryptosporidium of the Bull Run water source, with a compliance date of **September 30, 2027**. Portland is awaiting the EPA's decision on Portland's formal request for a two-year extension of this compliance date due to the Land Use Board of Appeals (LUBA) receiving an appeal and delaying the release of a decision, which was made **February 13, 2026**, in approval of the Bull Run Filtration Facility. Sandy anticipates submitting their request for an extension soon.

The infrastructure at the Alder Creek Plant consists of a raw water pipeline, the Alder Creek intake, and a water treatment plant (WTP) building, all constructed in the 1970s. Additionally, a raw water pump station was constructed in the early 1990s. The Alder Creek WTP has three filter units that were installed in 1995. However, over the past two decades, the capacity and reliability of the Alder creek WTP have significantly declined due to mechanical control issues and age-related deterioration. In 2022, the WTP was operating at half capacity and with zero redundancy.

In the winter of 2023, a conceptual design report was developed by Stantec based on the recommendations of the **Water System Master Plan** that was accepted at the **December 19, 2022** Council Meeting. The conceptual design report recommended upgrades to the Alder Creek WTP, including the installation of membrane equipment skids and enhancements to the raw water pump station and membrane feed tank. The conceptual design also validated the Water System Master Plan recommendations of building a pipeline and pump station and purchasing filtered water from Portland as the most resilient and most cost-effective option for Sandy citizens.

These two major projects present a significant undertaking for the City, and it was determined that combining them into a single portfolio and managing them under a unified program would be the most effective approach and initially anticipated in 2024 to have them completed within three years. *It was identified that Brownell Springs facility is underutilizing the springs production capacity, and minor upgrades could be installed now to benchmark the springs production and inform future planning of the site.*

Key updates include:

1. Procurement of essential equipment including electrical equipment and membrane skids for the Alder Creek WTP upgrades
2. Contracting with Consor for design engineering of the Portland to Sandy and Keller for design engineering on the Alder Creek WTP Upgrade
3. Final design of the Alder Creek WTP Upgrades project and a Notice of Intent to McClure and Sons for construction
4. As part of the Portland to Sandy
 - a. Final design and a construction contract awarded to N8 Excavation for the Transmission Main component
 - b. Final design and a construction contract awarded to R.L. Reimers for the Disinfection System component
 - c. 90% design for the Pump Station and submission of the Land Use Application
5. IGA with the City of Portland

BUDGET IMPACT:

Costs

The total estimated cost of the program was initially cited at \$70 million, but with further planning work and refinement of cost estimates, the program cost currently sits at \$60 million. This figure still includes considerable contingency figures and may be further reduced once the Pump Station costs are finalized. With these revised project costs, and assuming not all the contingency funds will be needed, the future forecasts for water utility rates have decreased.

In December 2024, staff cited the following as projected rate increases:

2026	2027	2028	2029	2030	2031	2032	2033	2034
11.5%	11%	11%	11%	11%	11%	11%	11%	8.5%

With the revised program costs noted above, the new projected rate increases are as follows:

2026	2027	2028	2029	2030	2031	2032	2033	2034
7%	7%	7%	7%	7%	7%	7%	7%	7%

Funding

Currently the City has developed a total funding package of \$49,485,000, with \$24.5 million in low-interest loans and \$24,985,000 secured in a full faith and credit bond. Additional funding will be pursued with Business Oregon or WIFIA dependent upon the Pump Station project bid.

KEY CONSIDERATIONS / ANALYSIS:

The program team is making steady progress and is actively monitoring both the schedule and budget. However, it is important to be aware of certain risks. As it is reasonable to assume that the Portland filtration facility will not be in operation by the deadline, the Alder Creek WTP project is anticipated to be completed by September 2027 in advance to mitigate the delay issues in the Pump Station component as part of the Portland to Sandy project.

NEXT STEPS

- Securing Construction Financing for the balance of the program from Business Oregon and WIFIA
- Bid phase documents for the Portland to Sandy Pump Station
- Substantial Completion of the Transmission Main project
- Substantial Completion of the Alder Creek WTP project
- Substantial Completion of the Disinfection System project
- Final Design of Brownell Springs
- Land Use Planning determination for the Portland to Sandy Pump Station

LIST OF ATTACHMENTS / EXHIBITS:

- Presentation slides

Drinking Water Update

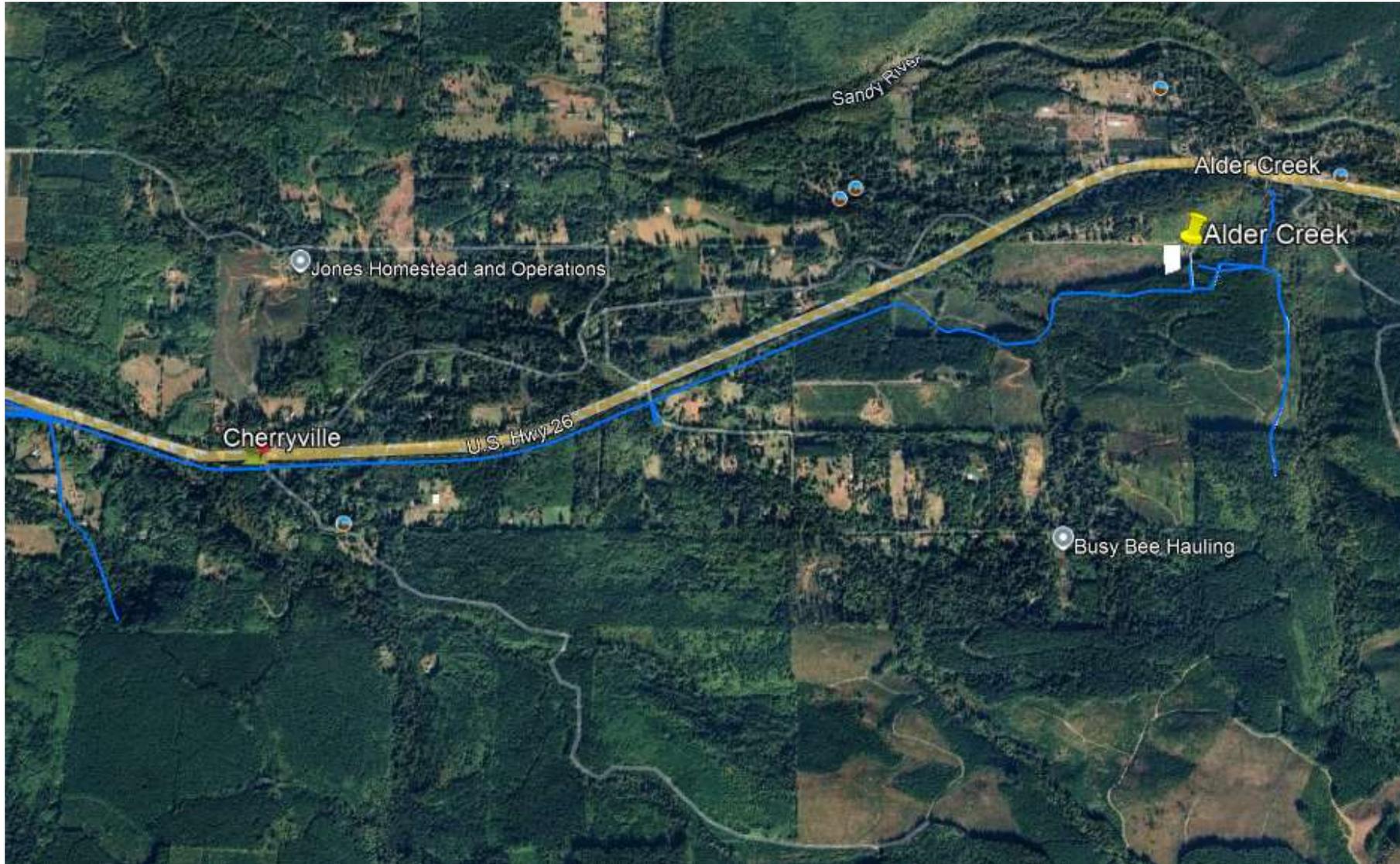
September 26, 2025

Sandy Drinking Water Reinvestment Program (SDWRP)

AGENDA

1. Alder Creek Update
2. Bull Run Pumpstation Update
3. Future Investments

Alder Creek Water Treatment Plant



Alder Creek Water Treatment Plant Upgrade

Why are we doing this

- Existing Treatment Plant Condition
- Existing Plant Capacity
- Need for Redundancy/Resiliency
- Improve Operability



Alder Creek Water Treatment Plant Upgrade

How do we fix it?

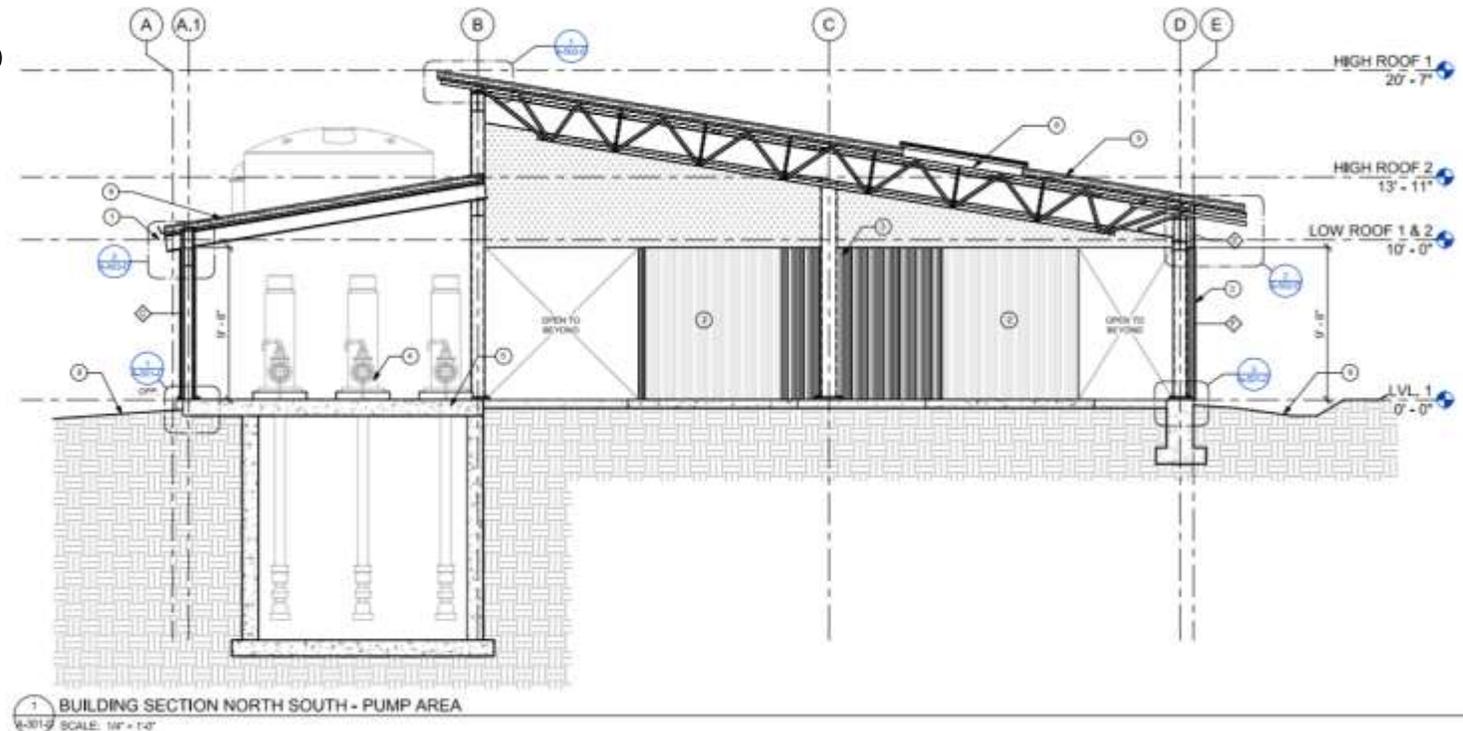
- New Membrane Filtration Plant
 - Increased Capacity and Full Redundancy
 - Improved Filtration
 - Increased Automation
- Booster Station Upgrade
- Minimized Disruptions to Service
- Bringing Filters 1&2 Back Online
- Additional Improvements to Water System
 - Sandercock
 - Terra Fern
 - Brownell Springs



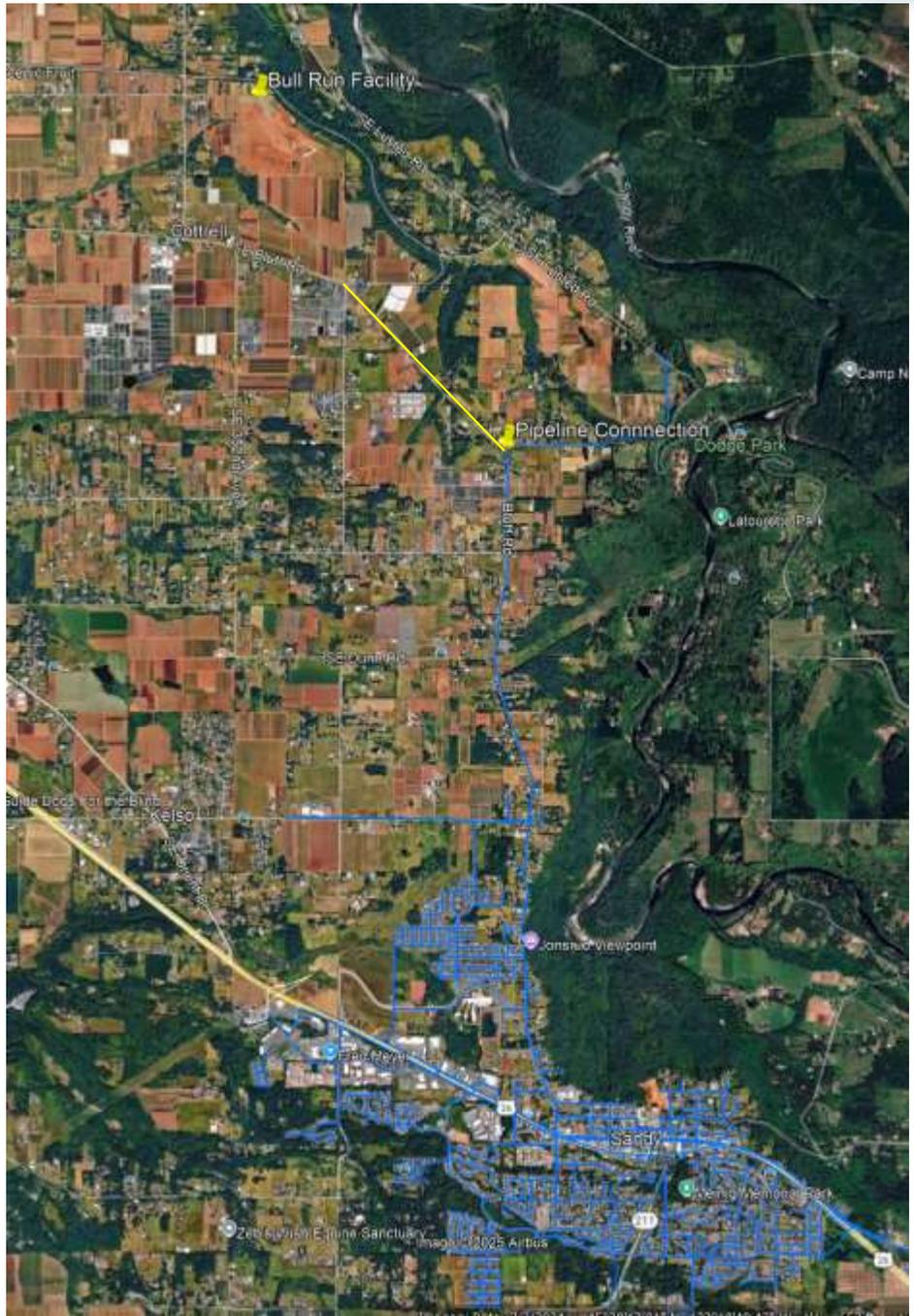
Alder Creek Water Treatment Plant Upgrade

Where are we now?

- Membrane filters will be on site in June
- Land use is approved
- Construction contract to be awarded to McClure & Sons Inc
 - \$11,532,851.00
 - 5 Bidders
 - Engineer's estimate \$14,149,000
- Long lead electrical items
 - Ordered Prior to bid
 - No longer a critical path



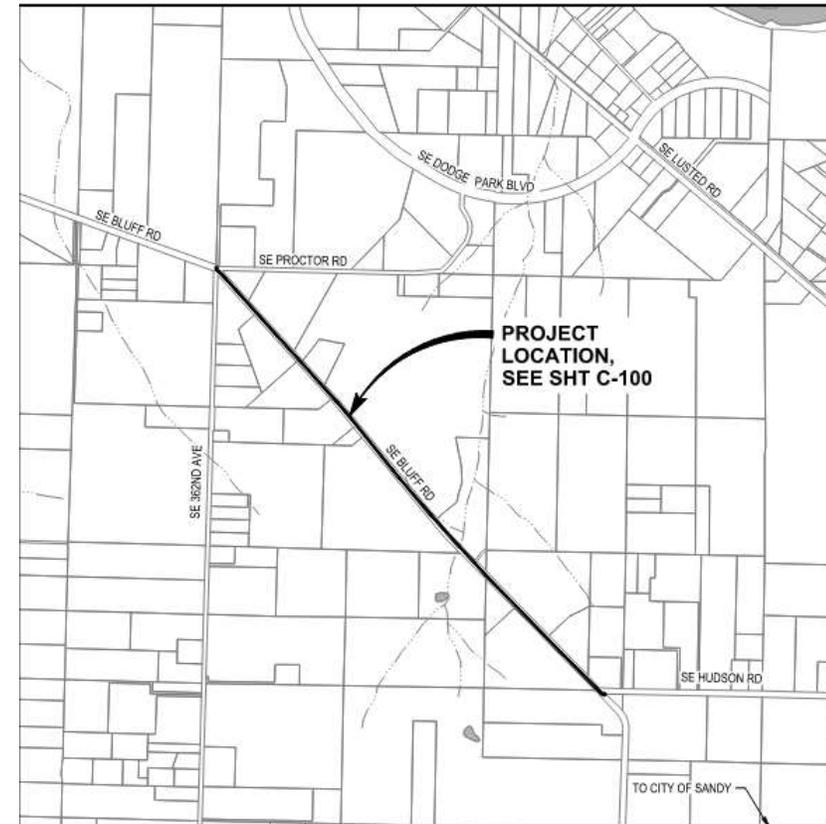
Item # 1.



Bull Run Pumpstation

Why are we doing this?

- Bilateral Compliance Agreement sets 9/2027 deadline for filtration of surface water.
- PWB water needed for peak season
- Design will offer full redundancy for water supply
- Connection to Portland's groundwater supply



Bull Run Pumpstation

Where are we now?

- Transmission Main project is nearly complete
 - Bid \$2,687,000
 - Engineer's estimate \$3,809,758
 - Spent to Date \$687,379
 - Pipeline construction to conclude in late March Paving of Bluff Rd will follow.
- Dechloramination site construction contract awarded to R.L. Reimers
 - Bid \$1,359,463
 - Engineer's estimate \$1,419,270
- Pump station is currently in for Multnomah County Land use review
 - Design will be complete after land use comments are addressed
 - Due to high bids from PWBs contractors, Sandy will now be contracting for underground work at the pumpstation site.
 - Schedule TBD
- PWB has requested a 24 month extension for the Bilateral Compliance Agreement



SDWRP Summary

- 3 out of 4 major project components have been bid
- Early procurement has been executed where necessary
- Estimated program budget reduction from currently bid work:
 - \$6M
- All work on schedule to finish as planned*
- The major remaining unknowns are centered around the Bull Run Pumpstation

Future Investment

Project No.	Project Description	CIP Schedule and Project Cost Summary (2022 Dollars)				Preliminary SDC Eligibility
		1-5 Years (2023-2027)	6-10 Years (2028-2032)	11-20 Years (2033-2042)	TOTAL	
R.1	5.0 MG Additional Storage		\$17,290,000	\$17,290,000	\$34,580,000	49%
R.2	Storage Siting Study	\$180,000			\$180,000	49%
R.3	Reservoir Seismic and Condition Assessment		\$375,000		\$375,000	49%
	Storage Subtotal	\$180,000	\$17,665,000	\$17,290,000	\$35,135,000	
PS.1	Terra Fern Pump Station Upgrades	\$780,000			\$780,000	45%
PS.2	Vista Loop Pump Station	\$1,420,000			\$1,420,000	45%
	Pump Station Subtotal	\$2,200,000	\$-	\$-	\$2,200,000	
D.1	Bluff Rd Fire Flow Improvements		\$5,580,000		\$5,580,000	45%
D.2	Hood St Fire Flow Improvements		\$540,000		\$540,000	45%
D.3	Mitchell Ct Fire Flow Improvements		\$260,000		\$260,000	45%
D.4	Seaman Ave Fire Flow Improvements		\$550,000		\$550,000	45%
	Distribution Subtotal	\$-	\$6,930,000	\$-	\$6,930,000	
S.1	Near-Term Alder Creek WTP Improvements	\$1,050,000			\$1,050,000	0%
S.2	Short-Term Alder Creek WTP Assessment	\$240,000			\$240,000	45%
S.3	Alder Creek WTP Improvements	\$42,080,000			\$42,080,000	45%
S.4	PWB Filtered Water Supply Connection	\$39,416,000			\$39,416,000	45%
S.5	Long-Term Supply Study		\$240,000		\$240,000	45%
	Supply Subtotal	\$82,786,000	\$240,000	\$-	\$83,026,000	
M.1	Water System Master Plan Update		\$220,000		\$220,000	45%
M.2	Water Management and Conservation Plan	\$110,000			\$110,000	45%
M.3	Annual Replacement Budget	\$-	\$6,000,000	\$24,000,000	\$30,000,000	45%
M.4	Water Service Meter Replacement			\$7,920,000	\$7,920,000	0%
M.5	SCADA Master Plan	\$150,000			\$150,000	45%
M.6	SCADA Upgrades (Preliminary Budget Placeholder)		\$760,000		\$760,000	45%



CITY COUNCIL MEETING

Tuesday, February 17, 2026 at 6:00 PM
Sandy City Hall and via Zoom

MINUTES

WORK SESSION – 6:00 PM

1. Sign Code Modifications Work Session

The Development Services Director summarized the staff report in the meeting packet, and presented slides that were also included in the packet. The history and context of the longstanding efforts to reform the sign code were discussed, as was past frustration heard from business owners and sign manufacturers.

As outlined in the presentation slides, the following topics were discussed by the Council:

- Murals; constitutional protections of speech; public art programs in other comparable cities; and the possibility of developing a future mural program in Sandy
- Sign height, especially related to stone base requirements and the desire for reasonable proportionality; concerns about light pollution;
- Sign design and framing; concerns about cost to businesses
- Food cart sign regulations; screening requirements; maintenance requirements
- Community event signage and approval processes; considerations for ensuring all applicable events can be addressed by the proposed code language
- Temporary sign time limits; importance of property rights; importance of ensuring residents can celebrate their graduating students with yard signs; concerns about visual appearance; possible variance processes
- Electronic sign time limits
- Sign review processes
- Code enforcement policies; compliance deadlines; strategies for deadline with refused notices; discussion of fine amounts and repeat violations

Summary of Outcomes from the Discussion:

- Temporary Signs: Council will reconvene in the next several months to discuss all amendments in more detail, especially proposed changes to temporary sign regulations where Council consensus was not evident. Staff will research temporary sign regulations in other cities for consideration
- Murals: Staff should develop a proposed mural program in 2026, potentially for implementation with the assistance of a new Heritage Advisory Board.
- Sign Height: The Council agrees with increasing the height in the C-3 zoning district from 8 feet to 10 feet. The Council agrees with increasing the sign height for

commercial and institutional uses within a residential zone from 5 feet to 6 feet, but wants the stone base requirement reduced to 24 inches.

- Sign Frames: The Council agrees with decreasing the sign frame from three inches to two inches.
- Food Cart Signs: The Council wishes to allow signage on all four sides of a food cart.
- Community Event Signage: The Council agrees with the proposal for the City Manager to approve signage pursuant to the conditions listed
- Electronic Message Signs: The Council agrees with a minimum of 10 seconds rather than one hour.
- Sign Review: The Council agrees with A-frame signs being reviewed by staff, sign variances being reviewed by the Director with appeals to Council, and increasing the appeal timeline to 12 calendar days.
- Code Enforcement: The Council agrees with reducing temporary sign compliance to 10 days, but wants the clock to begin at the time that certified mail is “received or refused.”
- Fine Amount: The Council agrees with classifying sign violations as Class C infractions (\$250).

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)

Art O’Leary: asked about the status of any efforts to further explore the construction of a new community pool, which may include the formation of a parks special district. The City Manager responded with a summary of past efforts and the funding in the current budget to support creation of a district, which would be necessary because the City is unable to afford to operate a pool on its own. The Mayor provided further thoughts on the potential to form a district, noted

she sits on the County's parks and trails advisory committee, and pointed to the need to identify a list of stakeholders to be involved in the initial stages of district formation.

Larry Porter: stated they received a letter from City staff about the installation of a pole for a new live camera at Jonsrud Viewpoint, which is directly across Bluff Rd. from their home; stated they received assurances from staff that the pole would be placed as far south as possible to minimize the impact on their view, but it appears the pole will not be installed where they were told it would be; stated this is not acceptable to them, and asked the City to move the pole; provided the letter their received and other handouts displaying the view from their home, which are attached to these minutes.

Linda Porter: thanked the Council for their service; stated that the letter from staff indicated the pole would be in the most southern location possible; stated she feels the City's actions did not reflect the promises made in the letter from staff; questioned why they were not included in discussions about the placement of the pole

RESPONSE TO PREVIOUS COMMENTS

It was noted that staff will give the Council an update in the near future on the Tickle Creek restoration supplemental environmental project, as well as the involvement of Mr. Ernesti and his team

CONSENT AGENDA

2. City Council Minutes: January 20, 2026
3. City Council Minutes: February 2, 2026

MOTION: Adopt the consent agenda

Motion made by Councilor Ramseyer, Seconded by Councilor Sheldon.

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

MOTION CARRIED: 6-0

NEW BUSINESS

4. Contract Approval: Portland General Electric Fleet Partner Program Agreement

The Transit Director summarized the staff report in the meeting packet. She noted that a timeline extension of the federal grant is not likely. Discussion ensued on the flexibly-written utility easement language included, allowing a future survey to establish the particular easement boundaries; further discussion related to the desire to be able to revoke the easement in the future if the equipment installed becomes obsolete, which was not included as part of the proposed easement language. Additional discussion related to the anticipated lifespan of the equipment and PGE's responsibility to maintain it over time.

MOTION: Authorize the City Manager to execute the Program Participation Agreement and Utility Easement between Sandy Transit and Portland General Electric, as included in the meeting packet

Motion made by Councilor Smallwood, Seconded by Councilor Ramseyer.

Voting Yea: Mayor Walker, Councilor Smallwood, Councilor Sheldon, Councilor Ramseyer, Councilor Hanley

Voting Nay: Council President Hokanson

MOTION CARRIED: 5-1

MOTION: Amend the proposed easement language to include a provision to allow the City to revoke the easement if and when the subject equipment and technology becomes obsolete

Motion made by Council President Hokanson (not seconded)

5. Contract Approval: City Manager Employment Agreement Amendment

Councilor Sheldon, who had been tasked with working with the City Attorney to review the City Manager's request for a contract amendment, summarized the report in the meeting packet. Councilor Sheldon noted that the proposed salary increase would keep the City Manager near the middle of the salary range that was advertised during his recruitment, when adjusted for inflation. It was noted that increases to the City Manager's salary can result in upward pressure on the City's salary schedule. It was also noted that the salary increase should be made retroactive to the anniversary of Mr. Deems' appointment to the City Manager position.

MOTION: Authorize the Mayor to execute the proposed amendment to the City Manager's employment contract, with an effective date of September 24, 2025

Motion made by Councilor Sheldon, Seconded by Councilor Hanley.

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

MOTION CARRIED: 6-0

GOVERNMENT RELATIONS UPDATE

- Nellie deVries provided an update on the current session of the Oregon Legislature. She noted that the first chamber of origin deadline has expired, and also praised the Mayor's testimony at the recent capital construction public hearing. She noted that approximately \$77 million is expected to be allocated to projects statewide, and that Sandy's funding request is currently still on Senator Drazan's list. She also indicated that she is scheduling upcoming meetings with members of the Ways and Means committee.

- Further discussion related to the following topics:
 - Expected referral of the transportation bill to the May ballot
 - Efforts to disconnect the state from the federal tax code to ensure more state revenue
 - A bill to provide modest reforms addressing the recent OGEC ruling limiting the ability of councilors to engage in discussion outside of public meetings

REPORT FROM THE CITY MANAGER

- Note that SB 1514 will not proceed during this legislative session
- Reminder of the upcoming business appreciation event and summary of the advertising methods
- Overview of community survey response statistics thus far
- Discussion related to placement of the Jonsrud Viewpoint camera:
 - Construction is scheduled to begin the next day
 - Concern that the City was vague and insufficiently forthright in its letter to the adjacent property owners
 - Contention that the quality of the view is a subjective matter
 - Note that the planned placement of the camera is best for the cost and feasibility of the project
 - Suggestion that City representatives should visit the site personally and consider alternative placement options
 - Concern that moving the pole would increase costs beyond the scope of the grant
 - Concern about disturbing the existing stonework at the viewpoint
 - Suggestion that the City needs to do a better job of communicating with adjacent property owners generally

COMMITTEE / COUNCIL REPORTS

Council President Hokanson

- Suggestion that the City should have considered other creative options for the Jonsrud camera such as placement on a nearby rooftop
 - Additional Council conversation about the long history and context of the camera project
- Suggestion for government relations updates to occur at the beginning of each meeting
- Suggestion to hold a town hall style meeting about the possibility of installing traffic cameras to encourage more public involvement
- Concern that not enough policy discussion is occurring in open public meetings, and that too many executive sessions are being held; suggestion that better balance is needed between the roles of Mayor and Councilor particularly as it relates to agenda setting

Councilor Hanley

- Suggestion to absorb the extra cost to move the viewpoint camera
- Summary of the Library's statistics from 2024 and 2025 (stat sheets are attached to these minutes)
- Note that the Mountain Festival will include a carnival this year

- Praise for the business appreciation event

Councilor Ramseyer

- Recap of the Deer Pointe Park ribbon cutting
- Recap of the recent Regional Water Providers meeting
- Disappointment that the viewpoint camera is encountering difficulties; hope for a positive resolution

Councilor Sheldon

- Suggestion that the Mountain Festival carnival should be in a better location off the highway because of safety concerns
 - Discussion of challenges involved with hosting a carnival at the community campus site
- Concern that installing a traffic camera at the intersection of Hwy 26 and Bluff, especially for westbound traffic, could create a speed trap because of the 40 mph sign visible just beyond the intersection
 - Suggestion to move the 40 mph sign further to the west

Councilor Smallwood

- Recap of the recent C-4 meeting
- Discussion related to providing input for the County's transportation system plan update; recognition of the need to compile a list of the Council's priorities for improvements in the immediate vicinity of Sandy, likely including extending 362nd north to Kelso and improving the intersection of Hwy 211 and 362nd

Mayor Walker

- Recap of the Deer Pointe Park ribbon cutting
- Recap of recent testimony at the Legislature regarding the City's wastewater funding request
- Note of the upcoming business appreciation event and the launch of new grant and loan programs through the urban renewal agency
- Note of the expected vote on the County's public safety levy
- Note of the dialogue on social media regarding potential traffic and pedestrian safety measures
- Note that the Jonsrud Viewpoint camera project challenges were unfortunate
- Note of the pending request to ODOT to lower speed limits on Hwy 26 at the eastern entrance to town
- Emphasis on the importance of moving SandyNet to the operations center to free up space and options at the community campus
- Regarding wastewater:
 - With the oversight subcommittee now disbanded, it is important for all councilors to meet with staff to get fully up to speed, followed by a work session to discuss next steps
 - Avoiding serial meetings is important

- Staff are pursuing the possibility of a groundwater recharge solution

STAFF UPDATES

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

ADJOURN

EXECUTIVE SESSION – The City Council met in executive session pursuant to ORS 192.660(2)(h)

EXECUTIVE SESSION – The City Council met in executive session pursuant to ORS 192.660(2)(d)

DRAFT



STAFF REPORT

Meeting Type: City Council
Meeting Date: March 2, 2026
From: Tiana Rundell, Parks and Recreation Director
Subject: Purchase Authorization: Restroom for Meinig Park Renovation

DECISION TO BE MADE:

Whether to authorize the City Manager to execute a change order to add the restroom building kit and installation required to complete the approved renovations at Meinig Park. Authorization will allow the vendor to finalize design details and begin the fabrication process to meet the established project timeline.

APPLICABLE COUNCIL GOAL:

- **Goal 5.1.1:** Complete Deer Pointe Park construction, Meinig Park renovations, and Tickle Creek Trail restoration.

BACKGROUND / CONTEXT:

In alignment with Council direction, Sandy Parks and Recreation is implementing phased improvements to Meinig Park. On November 3, 2025, City Council reviewed and approved the proposed renovation plans for the park.

When staff came before Council [in January](#) to receive approval to order the park pavilions, new information regarding the restroom location was still being evaluated, which required review by Development Services. That review is now complete, and staff has approval to proceed with installation of a new restroom located near the main parking lot of Meinig Park. The restroom is planned as an owner-provided and installed component of the overall project. This approach allows the City to procure the building directly, avoiding contractor markups that would otherwise be applied if the restroom were included in a future general contractor's scope of work.

Due to vendor production schedules and lead times, the restroom must be ordered promptly to ensure fabrication and delivery align with the overall project timeline.

KEY CONSIDERATIONS / ANALYSIS:

Staff recommends approval of the restroom purchase for the following reasons:

- The purchase is consistent with Council-approved Meinig Park renovation plans and supports the phased implementation strategy adopted on November 3, 2025.

- Multiple restroom options were researched and evaluated for quality, durability, maintenance needs, and lifecycle cost. The selected restroom was determined to provide the best overall value and long-term performance for the city.
- The restroom design is consistent with recent park development projects, supporting a cohesive and high-quality aesthetic across City parks.
- Procuring the restroom as an owner-provided and installed component avoids contractor markup, resulting in a more cost-effective use of project funds.
- Immediate ordering is required to meet fabrication lead times and maintain the established project schedule, reducing the risk of construction delays.

BUDGET IMPACT:

The Parks and Recreation Department has allocated \$1,000,000 in Parks SDC funds in the 2025–2027 budget for Meinig Park improvements. In addition, the department secured \$791,146 in grant funding from Travel Oregon and the Oregon Parks and Recreation Department (OPRD) Local Government Grant Program. During the budget process, an additional \$800,000 was allocated from the Sandy Urban Renewal Agency, resulting in a total project budget of \$2,591,146.

The preliminary “turnkey” restroom cost estimate is as follows:

- Restroom and installation: \$334,483.00
- Total purchase price for restroom and 3 pavilions with installation (authorized on January 20, 2026): \$735,457.00

All costs are within the approved project budget.

GRAPHIC EXAMPLE:



RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager to execute a change order to the existing Meinig Park pavilion order to add the restroom building kit and installation, in the amount of \$334,483.00 for a total contract price not to exceed \$735,457.00.

SUGGESTED MOTION LANGUAGE:

"I move to authorize the City Manager to execute a change order to add the restroom building kit and installation for the Meinig Park renovation project, in the amount of \$334,483 for a total contract price not to exceed \$735,457, as included in the meeting packet."

LIST OF ATTACHMENTS / EXHIBITS:

- Restroom building kit vendor proposal and cost estimates



Preliminary Scope of Supply and Services

Building Supply and Installation

Project: Meinig Memorial Park (Restroom)
Customer: City of Sandy
Location: Sandy, OR
Date: January 16, 2026



OVERVIEW

The following is a detailed scope of products and services that will be included as part of the Romtec building package and installation services. Romtec's proposal includes the supply and installation of the specified building kits as defined herein (with exclusions noted below).

See Section 3 below for the scope of supply and services supplied by others that are not supplied by Romtec.

KEY ASSUMPTIONS

Romtec's Installation Quote is based on the following:

1. **Building Construction Timeline.** Romtec's estimated installation time is **2-3 months** for the Meinig Park Restroom and Pavilion Structures. Romtec's proposal is based on the requirement that the building site(s) be fully prepared and ready for Romtec to begin construction by **TBD (Summer/Fall 2026)**. This proposal is also based on the following milestone dates:
 - a. Purchase Order executed no later than **TBD (January/February 2026)**
 - b. Any relevant Romtec submittal document(s) approved no later than **TBD (45 days after purchase)**
 - c. Notice to Proceed on Production no later than **TBD (90 days after purchase)**
 - d. Site preparation and relevant Permits completed and delivered to Romtec for review/approval no later than **TBD (at least 30 days prior to delivery)**
 - e. Romtec site delivery/mobilization to begin no later than **TBD (Summer/Fall 2026)**

Note: All site prep activities must be completed (by others) before Romtec can schedule mobilization of the install crew. Any changes to the schedule caused by others or outside of Romtec's control will result in price changes. Any delay to mobilization requires rescheduling based on the availability of Romtec's install crew. Romtec's install crew does not remain on standby during delays caused by others.

2. **Installation assumes one mobilization.** If Romtec is required to demobilize and remobilize for any reason outside of Romtec's control, it will result in a change order and schedule adjustment.
3. Work Hours are Monday through Saturday 7:00am – 7:00pm.
4. The Romtec Proposal requires a walk through and sign off upon completion of the Installation of the Romtec Building Package. In other words, once Romtec has completed the installation work, the general contractor, owner, and/or their representatives must inspect and confirm the completed installation within a reasonable time.
5. The jobsite is semi-truck accessible.
 1. Freight quotes are valid for 30 days only, after which the price is subject to change without notice.
 2. Romtec bases its freight quote on the optimal minimum number of deliveries. If the customer elects to increase the number of deliveries, it may result in additional freight charges.

6. **Union workers NOT required for Romtec's Installation Scope.**
 1. Prevailing Wage required.
 2. Compliance with Davis Bacon Act required.
 3. **NO** Skilled and Trained Workforce compliance included.
 4. **NO** Project Labor Agreement compliance included.

This scope letter will be superseded by the Romtec Scope of Supply, Design, and Installation Submittal to be provided to the customer after receipt of contract.

1. Romtec Scope of Supply

1. Engineering Services

Romtec will provide engineering services per the following process outline. Romtec will provide the full Scope of Supply, Design, and Installation Submittal (SSDIS) after receipt of a signed purchase order.

1. Romtec provides the full Scope of Supply, Design, and Installation Submittal package (SSDIS)
 - a. Romtec provides the SSDIS in Romtec's standard electronic submittal format.
 - b. The SSDIS will include the building plan view and elevation drawings, product data sheets, and further details of the Romtec building. The SSDIS supersedes this preliminary scope letter.
2. Customer reviews and comments on the SSDIS
 - a. At this time, the SSDIS should also be provided for review and comment by any other relevant entities, such as an end owner, installer, electrician, utility company, etc.
 - b. The SSDIS typically does not contain final sealed plans and is NOT intended for review by the local building department (or other permitting authority) at this time.
 - c. Customer will have 45 days from purchase order date to approve the SSDIS.
3. Customer Approves the SSDIS and releases Romtec to begin production.
 - a. The customer approves the SSDIS and releases Romtec to begin production by signing the Submittal Approval and Notice to Proceed on Production forms included in the SSDIS. Romtec cannot begin production without a signed NTP form.
 - b. The customer's approval of the SSDIS is approval of the general building layout and relevant products/ materials. Romtec will provide sealed plans only AFTER the SSDIS is approved.
 - c. Customer will have a maximum of ninety (90) days from the purchase order date to provide NTP. If the 90-day approval deadline is missed, Romtec reserves the right to update pricing at any time.
4. Romtec provides the Full Sealed Plan Set
 - a. After the customer has approved the SSDS, Romtec will provide the customer with the Full Sealed Plan Set in Romtec's standard electronic format (and no other, see Section 4.5.6 below). The full plans are for review by the local building department (or relevant permitting authority).
 - b. The Full Sealed Plan Set will include all relevant calculations, and all architectural, mechanical, structural, electrical, and plumbing plan sheets stamped by an architect or engineer licensed in the state where the project is located.
 - c. Romtec's standard plan size is 11"x17".
5. The local building department reviews and comments on the Romtec plans
 - a. Romtec will revise and resubmit the Full Sealed Plan Set per comments from the local building department (or relevant permitting authority).
 - b. Romtec includes one revision of the Full Sealed Plan Set in response to building department comments. Any comments that result in revisions of the sealed plans may result in a price increase, especially if they affect items that are already in production.
6. The local building department approves the revised Romtec plans.
 - a. Romtec will provide up to two (2) sets of the final, approved, for-construction plans.
 - b. Romtec will complete production/manufacturing of the building package per the final approved plans.
7. Romtec delivers the completed building package and mobilizes for installation.

- a. Romtec will package and palletize the completed building package, and then coordinate with the customer to deliver the package to the jobsite for construction by the Romtec installer.
- b. Romtec Installer completes installation.
- c. Romtec's warranty period begins.

2. Structure

The Romtec building package has been quoted with the specific products and colors noted below. Any changes to these selections may result in a price change.

1. Exterior walls: Concrete Masonry Units (aka CMU or "concrete blocks"), smooth-face, mortar joint.
 - a. Block color: **gray**.
 - b. Exterior finish: Fiber cement board and batten above stone veneer over insulation.
 - c. Fiber cement painted with Palomino Historic by Miller Paint.
 - d. Stone veneer color to be Sevilla Dressed Fieldstone.
 - i. Pier caps in Slate Gray.
 - e. Anti-graffiti coating for exterior wall.
 - f. 24" x 12' long retaining wall.
 - i. Waterproofing for the retaining wall.
 - ii. Stone and pier caps.
2. Interior Wall Options
 - a. Cove base: Sanitary tile in **white** (restroom walls only).
 - b. Latex epoxy paint in SW Moderate White.
3. Interior Floor Finish: Sealed concrete.
4. Exposed Steel Brackets (if any): Powder coated **black**.
5. Doors, frames, and hardware: Steel, powder coated **RAL 7011**.
 - a. Hinges: Stainless steel, ball bearing.
 - b. Door Closer(s): Grade 1 heavy duty.
 - c. Kick Plate(s): stainless steel.
 - d. Threshold(s): Aluminum alloy.
 - e. Sweep(s): Aluminum alloy with neoprene sweep.
 - f. Door Locks:
 - i. Restroom doors only: Interconnected lock with occupancy indicator and one-way deadbolt.
 - ii. Restroom doors only: Magnetic locking system.
 - g. Utility Door: Double door, frame
 - i. Door Locks: Grade 2 lever lock with latch guard.
6. Roof System
 - a. Wood truss roof package
 - i. Batt insulation.
 - ii. 1"x4" Cedar Trim
 - iii. Simpson anchors/ties
 - iv. Roof Sheathing
 - v. Lumber for truss blocking, top-of-wall blocking, eave/vent blocking
 - vi. Vents
 - vii. Ice and water shield.
 - viii. Interior trim boards
 - b. Roofing Finish: Metal Panels
 - i. Fabral, 26-gauge, Horizon 16, standing seam.
 - ii. Color selected **Light Gray 889**.
 - c. Roof Extension: Timber truss and post.
 - i. Stone bases for timber posts.
 - d. Rain gutter and downspout.

3. Plumbing Fixtures and Accessories

1. Toilet(s): China porcelain, floor mount, manual lever flush valve(s).
2. Sink(s): China porcelain, wall mount, single push-button faucet(s).
3. Grab Bars: Stainless steel, wall mount.
4. Toilet Paper Dispenser(s): Stainless steel, wall mount, 2-roll capacity.
5. Soap Dispenser(s): Stainless steel, wall mount, automatic.
6. Trash Can: 13-gallon, stainless steel, surface mount, with lid.

4. Electrical Fixtures

1. Exterior light fixtures
 - a. LED downlight, wall cylinder.
 - b. Controlled by photocell.
2. Interior light fixtures
 - a. Recessed light.
 - b. Controlled by motion sensor.
 - c. Mechanical room to have LED, 48", ceiling mount, vapor tight.
 - d. Controlled by switch.
3. Mechanical Exhaust: Inline fan(s), ducting, register(s).
 - a. Mechanical heated intake air.
4. Heating: Surface mount, 2250-4500 Watt in mechanical room only.
5. Hand Dryer(s):
 - a. Wall mount, ThinAir.
6. Breaker Panel: 100 amp, single-phase, rain tight.
 - a. Sized for Romtec supplied equipment only.

2. Romtec Fabrication and Installation

The following are included in the fabrication and installation services for all buildings provided by Romtec:

- i. Foundation and Under-slab
 1. Equipment for excavation of foundation and slab.
 2. Installation of forming material for foundation and slab.
 3. Installation of Romtec underground utilities, including connection to the site plumbing and electrical utilities within 10' of the building (plumbing, sewer, and electrical)
 4. Backfill of Romtec underground utilities.
 5. Placement of rebar.
 6. Pouring of foundation slab.
- ii. Masonry Walls
 1. Installation of CMU block
 2. Placement of door frames, windows, and vents within CMU walls
 3. Placement of J-bolts or Glulam Brackets as applicable
- iii. Roof Structure
 1. Carpenters' installation of roof framing
 2. Installation of roofing underlayment
 3. Installation of roofing system
- iv. Interior Finish
 1. Painting of interior walls
 2. Placement of cove base tile
 3. Sealing of all exposed wood
- v. Rough-In Plumbing/Electrical
 1. Installation of drain and vent lines
 2. Installation of water lines
 3. Installation of main breaker panel(s)
- vi. Doors and Hardware
 1. Installation of Doors and hardware
- vii. Installation of Finish Plumbing and Electrical
 1. Installation of plumbing fixtures

2. Installation of electrical fixtures
- viii. Installation of all other applicable building kit components and fixtures that are supplied by Romtec (e.g. (if applicable), partitions, dispensers, ADA equipment, mirrors, diaper decks, etc.)
- ix. Completion of all applicable building inspections related to Romtec's installation.
- x. Demonstration of full function and operation per approved designs and data sheets

3. Owner Responsibilities (By Others)

1. Site Preparation (All Structures)

1. Building Pad

The general contractor will be responsible for preparing the site and building pad prior to Romtec's arrival for installation work. The building pad must be level and compacted to within 6" of the finish floor elevation before Romtec arrives. The pad must be prepared per the requirements of any available geotechnical report.

Note: Any site grading or removal and replacement of fill materials for the building pad must be completed prior to Romtec's arrival. Romtec's installation services do not include excavation beyond what is necessary for forming and pouring the concrete and slab. Romtec is providing footings for the roof extension and attached retaining wall only.

2. Soil Disposal

Romtec is not disposing of any soils from the site.

3. Excavation and Backfill for Retaining Wall and Restrooms.

The excavation for the retaining wall and restroom walls is by others, not Romtec. Site excavation must be completed prior to Romtec mobilization.

4. Surveying and Staking

Romtec is not responsible for any site surveying or staking. Any required surveying and staking related to Romtec's work area must be completed prior to Romtec's arrival onsite.

2. Utilities (All Structures)

1. Site Utilities

Romtec is excluding the supply and installation of all incoming utilities. Utilities must be in place and available prior to Romtec's arrival onsite. **All utilities must be brought within 10' of the building pad prior to Romtec's arrival.** If the utilities are not in place and ready to use prior to Romtec's arrival, there will be additional charges for any required remobilization.

Note: Romtec has assumed that the site utility sizing matches what is shown on the Romtec plans. Any changes to the site utility sizing must be communicated to Romtec as soon as possible.

2. Electrical Transformer(s), Service Meter(s), and Meter Base(s)

Romtec is excluding the supply and installation of any required electrical transformer, service meter, and meter base. If required, these items must be supplied and installed by others. If the electrical transformers are required for Romtec to perform installation work, they must be installed and functioning prior to Romtec's arrival for installation work.

3. Electrical Junction Box

Romtec is excluding the supply of any required external electrical junction box associated with the Romtec building(s). Any required external junction box must be

installed and ready for Romtec's use prior to Romtec's arrival onsite.

4. **Other Electrical**

Romtec is excluding the supply and installation of any electrical items not shown on the Romtec supplied panel.

5. **Water Line Drain Valves and Sewer Line Back Flow Check Valves**

Romtec is excluding the supply and installation of any required water line drain valves and/or sewer line backflow check valves.

6. **Retaining Wall Drainage**

Romtec is excluding any required drainage for the retaining wall. Any required drainage for the retaining wall is by others, not Romtec.

3. Site Concrete and Landscaping (All Structures)

1. **Sidewalks and Sidewalk Approaches**

Romtec is excluding the supply and installation of all sidewalks and sidewalk approaches.

2. **Landscaping**

Romtec is excluding the supply and installation of any landscaping.

4. General Exceptions/Exclusions

1. Unless otherwise stated, Romtec is not proposing to meet any Buy America standard for materials.
2. The following items will be supplied by **others** if applicable:

<ol style="list-style-type: none"> 1. All Permits related to construction and installation of Romtec Building 2. Bonding (unless otherwise stated) 3. Storm water and/or pollution prevention plans 4. Erosion control plans 5. Site specific safety plans 6. Site specific protection plans 7. Tree protection plans 8. Site preparation per geotechnical report 9. Backfill required for all structures. 10. Additional licenses except for a City Business License, if required 11. Special inspection services 12. Rock excavation 13. Demolition of existing structures 14. Removal of excavated materials 15. Site grading or asphalt paving 16. Masonry pavers 	<ol style="list-style-type: none"> 17. Booster pumps &/or pressure reducing valves. 18. Backflow check valves. 19. Fire alarm & fire suppression equipment. 20. Irrigation Equipment 21. Gutters and downspouts 22. Lighting equipment not attached to the building. 23. Electrical transformer(s), external electrical junction box(es), service meter(s)/meter base(s) 24. Landscaping 25. Plumbing freeze protection 26. Site plans 27. Sidewalks 28. Construction mock-ups 29. Construction fencing 30. Retaining wall drainage
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3. To ensure timely delivery of the building package amid ongoing and industry-wide disruptions to shipping, parts/materials availability, and lead times, Romtec reserves the right to make equivalent or better substitutions at any time for any components that are not specifically required to match an exact brand/model.
4. Romtec does not provide LEED/Green submittals as a standard service. Romtec can assist in providing documentation for products that may meet LEED/Green standards, but Romtec does not provide or fill out LEED credit forms. Unless specifically included in Romtec's proposal and quote, Romtec does not supply materials with the intent of meeting LEED standards. Any changes due to LEED or Green building requirements will result in a change order and increased lead times.

5. All steel fabrication work is performed by qualified fabricators in conformance with engineered drawings. Romtec does not offer third party certification or inspection of steel fabrication work.
6. Romtec's building plans have been approved by permitting authorities in hundreds of jurisdictions. Romtec's plans will be provided in Romtec's standard format only. No elective formatting changes, product color selections, interior elevation drawings, equipment not supplied by Romtec, informational tables, formatting coordination with the plans by others, or any other formatting requests or customer directed elective changes will be made to or shown on the Romtec building plans.

Note: Romtec's scope of work is based on acceptance of the terms and conditions of the Romtec quote proposal, which may be attached here or provided separately.

4. Warranty and Limitations

1. Warranty

1. Please review the Romtec warranty by clicking the link below:
<https://romtec.com/wp-content/uploads/2022/03/4.01-Romtec-Warranty-2-28-22.pdf>

2. Disclaimers

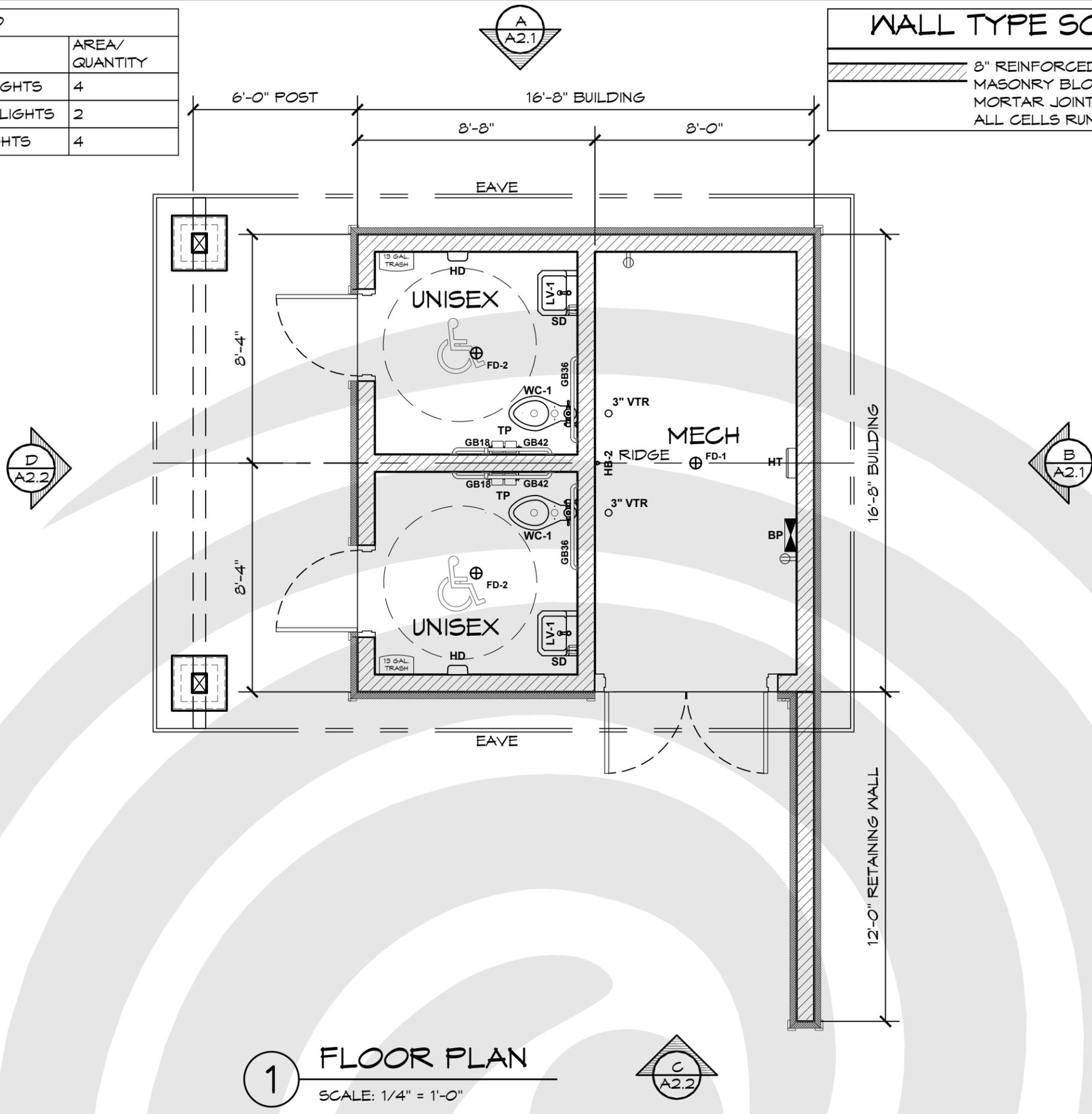
1. Stone and mineral products such as tile, stone veneer, and concrete will all show surface cracks over time due to multiple factors, including building settling, wall movement, environmental conditions, and maintenance/upkeep (or lack thereof). Romtec cannot guarantee that stone products in the building will not eventually crack. Repairing of cracks in stone products is a maintenance issue, not a warranty issue. In other words, stone products in the building may eventually crack, and repair of these cracks is not covered under the Romtec warranty.
2. Romtec passes along the manufacturer's warranty for metal roofing. Most metal roofing manufacturers intend for their roofing to be installed immediately upon delivery from the factory; otherwise, most have special storage requirements to validate their warranty. All project circumstances are different, and because Romtec cannot guarantee that metal roofing is installed within the timeframe allowed from the manufacturer or that the metal roofing will be stored at the jobsite according to the manufacturer's requirements, Romtec does not include metal roofing in the overall Romtec building warranty.
3. Smooth face CMU block can have a significant variation in color and texture and should never be used as an architectural finish. Smooth face CMU block should always be either painted or have siding covering it. Romtec does not guarantee uniform color or texture of block, nor claim that any aspect of block color or texture will remain stable over time.

LEGEND		
SYMBOL	DESCRIPTION	AREA/ QUANTITY
	EXTERIOR WALL LIGHTS	4
	INTERIOR CEILING LIGHTS	2
	INTERIOR REC. LIGHTS	4

WALL TYPE SCHEDULE	
	8" REINFORCED CONCRETE MASONRY BLOCK WALL WITH MORTAR JOINTS, GROUTED SOLID ALL CELLS RUNNING BOND PATTERN.

PRELIMINARY Item # 3.

THESE PLAN VIEW AND ELEVATION DRAWINGS ARE A PRELIMINARY ARCHITECTURAL REPRESENTATION OF THE BUILDING. ALL DIMENSIONS, FEATURES AND COMPONENTS SHOWN ON THESE PRELIMINARY DRAWINGS MAY OR MAY NOT BE PART OF THE QUOTE. PLEASE REFER TO THE "SCOPE OF SUPPLY AND SERVICES" LETTER PROVIDED WITH YOUR QUOTE FOR ROMTEC'S PROPOSED SCOPE OF SUPPLY.



1 FLOOR PLAN
SCALE: 1/4" = 1'-0"

PROJECT: MEINIG MEMORIAL PARK
SANDY, OREGON
SHEET TITLE: FLOOR PLAN

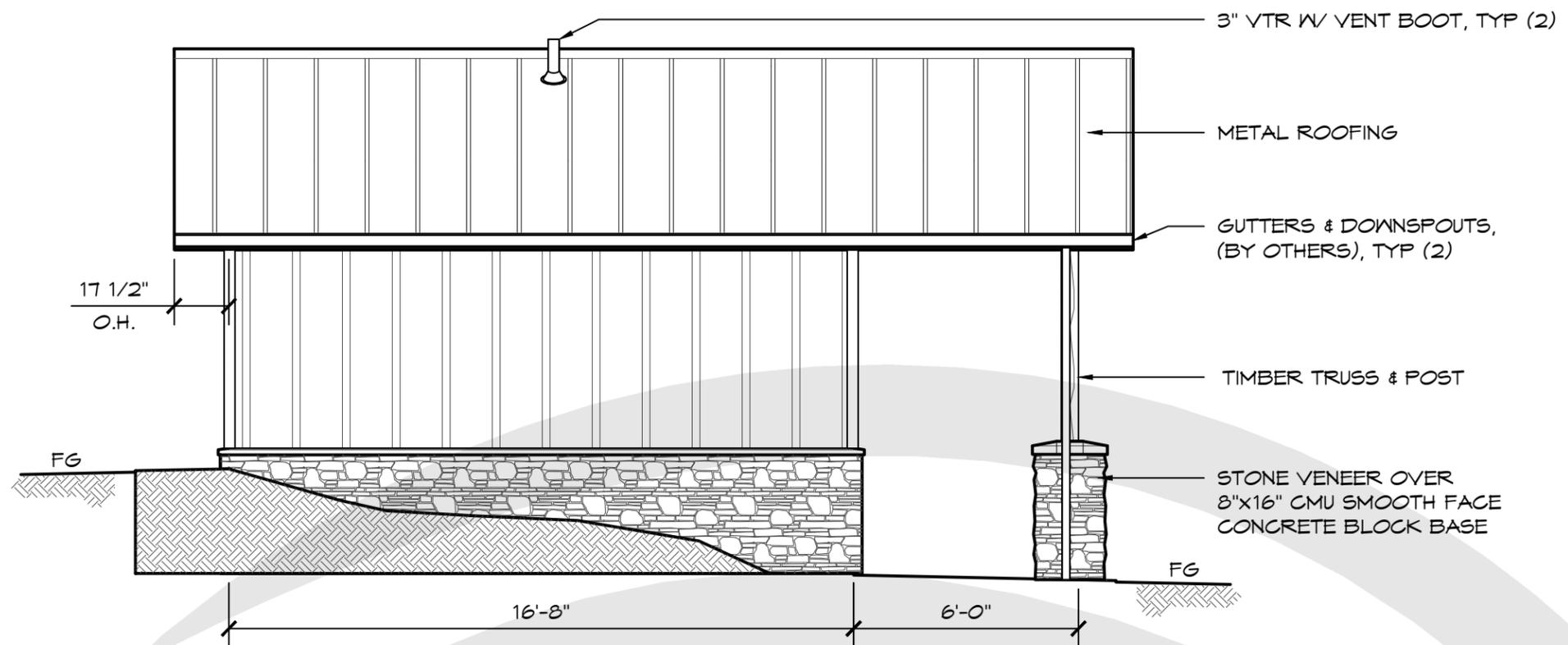
PROJECT #: 2777
DATE: 01/13/26
DRAWN BY: DM/JRM

REV.	DATE:	BY:

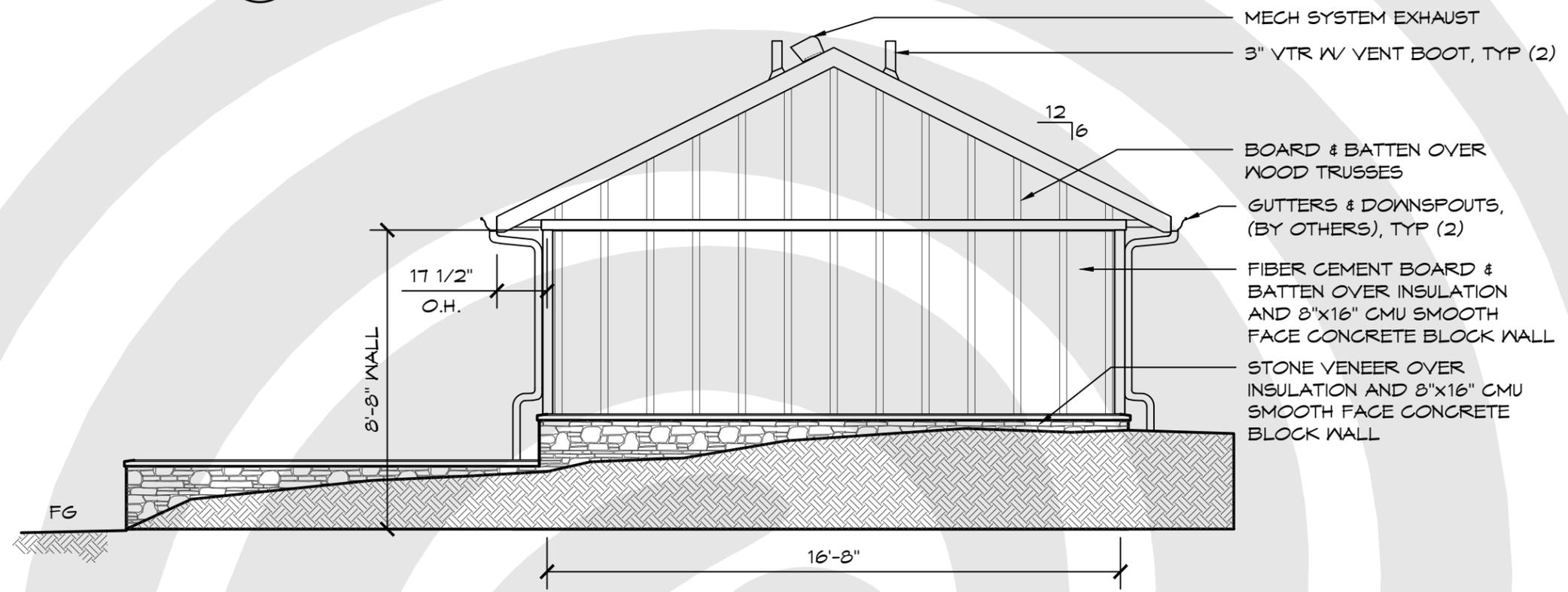
REVISIONS:
SHEET NO. **A1.1**

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THESE PLAN VIEW AND ELEVATION DRAWINGS ARE A PRELIMINARY ARCHITECTURAL REPRESENTATION OF THE BUILDING. ALL DIMENSIONS, FEATURES AND COMPONENTS SHOWN ON THESE PRELIMINARY DRAWINGS MAY OR MAY NOT BE PART OF THE QUOTE. PLEASE REFER TO THE "SCOPE OF SUPPLY AND SERVICES" LETTER PROVIDED WITH YOUR QUOTE FOR ROMTEC'S PROPOSED SCOPE OF SUPPLY.



A ELEVATION VIEW
SCALE: 1/4" = 1'-0"



B ELEVATION VIEW
SCALE: 1/4" = 1'-0"

PROJECT: MEINIG MEMORIAL PARK
SANDY, OREGON
SHEET TITLE: EXTERIOR ELEVATION VIEWS

PROJECT #:	2777	
DATE:	01/13/26	
DRAWN BY:	DM/JRM	
REV.	DATE:	BY:

REVISIONS:
A2.1

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CHANGE ORDER



18240 North Bank Rd.
 Roseburg, OR 97470
 P: 541-496-3541
 F: 541-496-0803
 E: service@romtec.com

CO Date 2/18/2026

CHANGE ORDER #1

Meinig Memorial Park Pavilions Project

Customer:

City of Sandy
 Tiana Rundell
 39348 Pioneer Blvd
 Sandy, OR 97055

Awarded Contracts:
 052725 - Restroom and Shower Facilities Solutions
 092325 - Open Air Structures and Related Equipment

Supply Change Order Description	Extended Price
Romtec Restroom - "Design & Supply ONLY" per Romtec Drawings and Scope of Supply & Services dated 1/16/2026	\$ 142,971.00
Sourcewell DISCOUNT: Available only to members of Sourcewell (9%)	\$ (12,868.00)
Freight/Packaging to: Sandy, OR	\$ 2,804.00
SCOPE OF SUPPLY CHANGE ORDER SUBTOTAL	\$ 132,907.00
<i>PREVIOUS ROMTEC INC. SUPPLY SUBTOTAL</i>	<i>\$ 259,241.00</i>
NEW ROMTEC INC. SUPPLY SUBTOTAL	\$ 392,148.00

Services Change Order Description	Extended Price
Romtec Restroom - "Installation ONLY" per Romtec Drawings and Scope of Supply & Services dated 1/16/2026	\$ 201,576.00
SCOPE OF SERVICES CHANGE ORDER SUBTOTAL	\$ 201,576.00
<i>PREVIOUS ROMTEC INC. SERVICES SUBTOTAL</i>	<i>\$ 141,733.00</i>
NEW ROMTEC INC. SERVICES SUBTOTAL	\$ 343,309.00

REVISED ROMTEC INC. PURCHASE ORDER TOTAL	\$ 735,457.00
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***Sales or use Tax is not included in the above price. Sales or use taxes may be required for your project depending on state and local requirements.**

*This change order, and any previously authorized changes orders constitute the only modifications and/or supplements to the purchase order.

*The price above is valid for thirty (30) days from the CO date. If the Customer has not returned the signed Change Order within thirty (30) days of the CO date, Romtec, Inc. reserves the right to update the price to reflect cost changes.

The prices quoted herein and anticipated lead times are based on the current tariff rates, duties, government charges, trade regulations, and product availability as of the date of this quote. If any new tariffs, duties, taxes, or similar charges are imposed, or any existing tariffs, duties, or charges are increased or modified by any government or regulatory authority in a manner that affects Romtec or any of Romtec's applicable suppliers/vendors for this order, Romtec reserves the right to adjust the pricing and delivery schedule of the affected goods to reflect the increased costs and/or lead times.

Customer/Owner Authorized Signature	Date	Romtec Inc. Authorized Signature	Date
-------------------------------------	------	----------------------------------	------

Customer/Owner Printed Name	Romtec Inc. Printed Name
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Customer/Owner Company



STAFF REPORT

Meeting Type: City Council
Meeting Date: March 2, 2026
From: AJ Thorne, Public Works Director
Subject: Contract Award: Alder Creek Water Treatment Plant Construction

DECISION TO BE MADE:

Whether to authorize the City Manager to execute an agreement for the construction upgrades at the Alder Creek Water Treatment Plant (WTP).

APPLICABLE COUNCIL GOAL:

- **Goal 7.1:** Complete Alder Creek Treatment Plant Improvements

BACKGROUND / CONTEXT:

In 2023 it was determined that stabilizing the Alder Creek WTP is an immediate and critical need to ensure the reliability of Sandy's drinking water system. To accomplish this, required upgrades include upgrading the Raw Water Pump Station and constructing new building infrastructure containing new membrane filtration equipment, support facilities, and a new Finished Water Pump Station.

These upgrades to the Alder Creek WTP are occurring concurrently with the Portland to Sandy Water Filtration Plant Transmission System project, which will provide a secure connection to the Bull Run Filtration Facility (BRFF). The connection to the BRFF and the upgrades at the Alder Creek WTP will provide the City with two reliable sources to secure supply for the near-term future (year 2040) expected treatment water demand. Because the BRFF pump station finish date is still to be determined due to land use and coordination with PWB contractors, it remains imperative that the Alder Creek WTP project is completed on time to meet the water demands of the City.

Council has already approved contracts for design, membrane filtration system purchase, and electrical pre-procurement to complete the Alder Creek WTP by September of 2027. This construction contract will incorporate all pre-purchased equipment and install per the design. The complex work performed under this contract will accomplish the goal of completing Alder Creek WTP Improvements, with timely, minimized impacts to the water system. Additionally, the contractor will be completing work at some nearby water sites as part of this project to allow Sandy to maximize its use of Alder Creek water.

KEY CONSIDERATIONS / ANALYSIS:

On January 15, 2026, five firms responded to the request for bids. The bids were read aloud by the Public Works Director (AJ Thorne) to confirm bid requirements were met with the apparent lowest bidder being McClure and Sons at \$11,442,851. The engineer's estimate for this project was \$14,149,000.

The bids were reviewed by the design management team and construction manager and are summarized in the bidder recommendation letter. Alternate Item B (Filter #1 and Filter demo) were recommended with the final bid at \$11,532,851. McClure and Sons remain the apparent lowest bidder with the alternate items.

BUDGET IMPACT:

Funds for the construction of the Alder Creek WTP are identified in the water capital appropriations for the BN 2025-27 budget. The City has secured Special Public Works Fund (SPWF) B24004 (\$9.5M) and Safe Drinking Water Revolving Loan Fund (SDWRLF) S24005 (\$6,029,100) for the design and construction costs; this project will be financed from the City's Water Fund.

RECOMMENDATION:

Authorize the City Manager to execute a contract with McClure and Sons, Inc. for a maximum total fee of \$11,532,851.

SUGGESTED MOTION LANGUAGE:

I move to authorize the City Manager to execute a construction contract for the Alder Creek Water Treatment Plant Upgrades project with McClure and Sons, Inc. for a maximum total fee of \$11,532,851."

LIST OF ATTACHMENTS / EXHIBITS:

- Draft Public Improvement Contract Agreement
- McClure and Sons Bid
- Bid Opening Summary
- Bidder Recommendation Letter
- Conformed Bid Set (link) - https://www.ci.sandy.or.us/sites/default/files/fileattachments/city_council/meeting/23743/2026-02-01_100_conformed_design_specifications_alder_creek_wtp_upgrades.pdf

**SECTION C-520 – NON-TRANSPORTATION RELATED PUBLIC IMPROVEMENT
CONTRACT AGREEMENT**

THIS CONTRACT is made as of the [redacted] day of [redacted], 2026 by and between

“Owner”:

City of Sandy, Oregon
AJ Thorne, Public Works Director
39250 Pioneer Blvd, Sandy, OR 97055
Phone: (801) 568-2999
ajthorne@ci.sandy.or.us
Tax ID: 93-6002250

and “Contractor”:

Name: [redacted]
Address: [redacted] [redacted]
Phone: [redacted]
Email: [redacted]
Tax ID: [redacted]

for “Project”: Alder Creek Water Treatment Plant Upgrades.

Owner and Contractor agree as follows:

CONTRACT

ARTICLE 1 – WORK

1.01 Contractor will complete all Work as specified or indicated in the Contract Documents or reasonably inferable as necessary to produce the results intended by the Contract Documents. The Work is described as follows: The Project includes furnishing all labor, materials, and equipment necessary for the installation of raw water pump station upgrades, slab on grade canopy structure, chemical storage and containment, disinfection system, finished water pump station with buried clearwell, site grading, erosion control, civil sitework and yard piping, stormwater improvements and associated electrical and instrumentation improvements.

Note: The Owner will prepurchase a generator, automatic transfer switch, switchgear, the containerized membrane treatment system and select support equipment for the membrane system. The Owner will assign the associated purchase order(s) to the Contractor and the Contractor shall assume ownership of the purchase order.

ARTICLE 2 – RESERVED

ARTICLE 3 – ENGINEER AND CONSTRUCTION MANAGER

- 3.01 City’s has retained Keller Associates as the “Engineer”.
- 3.02 City’s has retained Stantec as the “Construction Manager” to act as Owner’s Representative.

ARTICLE 4 – CONTRACT TIMES

4.01 Time is of the essence and time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

Notwithstanding anything contained in the General Conditions, Contractor will begin the Work upon execution of this Contract. Unless Owner otherwise agrees in writing and in conformance with the General Conditions, Contractor will achieve Substantial Completion on or before **July 1st, 2027** and achieve Final Completion on or before **September 1st 2027**. A Notice to Proceed is required in order to begin Work under this Contract.

- 4.02 The parties recognize and agree that City shall suffer financial and other incalculable losses if the Work is not completed within the times specified in Section 4.01, plus any authorized extensions thereof. The parties also recognize the delays, expense and difficulties involved in proving the precise, actual loss suffered by City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the parties have negotiated and ultimately agree that as liquidated damages for delay, but not as a penalty, Contractor will pay City, or City may withhold from any sums due Contractor, \$500.00 for each day that expires after the time specified in 4.01 for Substantial Completion until the Work is deemed substantially complete. After Substantial Completion, if Contractor neglects, refuses or fails to complete the remaining Work within the Contract Time or any extensions thereof permitted by City, Contractor will pay City, or City may withhold from any sums due Contractor, \$500.00 for each day that expires after the time specified in 4.01 for Final Completion until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner will pay Contractor for completion and acceptance of the Work in accordance with the Contract Documents an amount not-to-exceed [REDACTED] (the “Contract Price”). All specific cash allowances are included in this price and have been computed in accordance with the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

- 6.01 The parties shall proceed with payment in accordance with the General Conditions. Owner will pay Contractor the Contract Price within thirty (30) days of receiving the invoice from Contractor.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due will bear interest at the rate specified in ORS 279C.570.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Solicitation Documents or other Owner-furnished documents, if any.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to its general condition.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities), if any, that have been identified in the Contract Documents; and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Supplementary Conditions.

- E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the Site that may affect cost, progress or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures or construction to be employed by Contractor, including any specific means, methods, techniques, sequences and procedures of construction expressly required by the Contract Documents, and safety precautions and programs incident thereto.
- F. Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of other work, if any, to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- I. Contractor has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and their written resolution, if any, is acceptable to Contractor.
- J. The Contract Documents are sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of all of the following:
- a. This Agreement
 - b. Exhibit A-1 – Acceptance of Assignment (Membrane Equipment Procurement – Alder Creek Water Treatment Plant Upgrade Project)
 - c. Exhibit A-2 – Acceptance of Assignment (Alder Creek Water Treatment Plant Upgrades – Electrical Pre-Procurement)
 - d. Completed Bid Form
 - e. Bonds:
 - i. Performance bond (together with the power of attorney).
 - ii. Payment bond (together with power of attorney)
 - f. Volume 1 – Specifications & Appendices as listed in the table of contents of the Project manual inclusive of the General Conditions and Supplemental Conditions.
 - g. Volume 2 – Drawings as listed in the sheet index
 - h. Addenda (Number [redacted] to [redacted] inclusive)
 - i. The following which may be delivered or issued on or after the effective date of the Agreement
 - i. Notice of Substantial Completion
 - ii. Notice of Final Completion
 - iii. Written Amendments(s)
 - iv. Change Order(s)
 - v. Field Order(s)
 - vi. Engineer’s Written Interpretation(s)

9.02 In resolving inconsistencies or ambiguities between two or more components of the Contract Documents, the highest precedence shall be given to the Agreement and the order of precedence shall decrease in the following manner:

1. Change Orders or Amendments (if any)
2. Agreement
3. Addenda
4. Supplementary Conditions
5. General Conditions
6. Exhibits to the Agreement
7. Performance Bond
8. Payment Bond.
9. Certificates of Insurance
10. Specifications
11. Drawings

ARTICLE 10 - MISCELLANEOUS

- 10.01 Capitalized terms used in this Contract have the meanings stated in the General Conditions and the Supplementary Conditions, if any.
- 10.02 No assignment except those listed in SC-18.08, delegation, novation or any other transfer by either party of any rights or obligations under or interests in the Contract will be binding on the other without the written consent of the party sought to be bound. Specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law) and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.
- 10.03 Each party binds itself, its directors, partners, successors, and assigns to the other party, its directors, partners, successors and assigns in respect to all covenants, agreements and obligations contained in the Contract.
- 10.04 Any provision or part of the Contract held to be void or unenforceable under any law or regulation will be deemed stricken. All remaining provisions will continue to be valid and binding upon Owner and Contractor, who agree that the Contract will be reformed to replace the stricken provision or part with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 10.05 This Contract is the final written expression of all the terms of the Contract and is the complete and exclusive statement of those terms. Any and all representations, promises, warranties, or statements by Contractor or Contractor's agents that differ in any way from the terms of this written agreement shall be given no force and effect. This Contract will not be construed against its drafter.

ARTICLE 11- SAFE DRINKING WATER FINANCING REQUIREMENTS

- 11.01 Termination for Cause and for Convenience & Breach of Contract (language to be included in all construction contracts and subcontracts in excess of \$10,000:)
- “Contractor shall address termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement. In addition, contractor shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.”
- 11.02 Equal Employment Opportunity:

“Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).”

11.03 Procurement of Recovered Materials:

“Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, including procurement of recovered materials in a manner designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247.”

11.04 Whistleblower:

“Contractor receiving SDWRLF funds shall under or through this contract to, post notice of the rights and remedies provided to whistleblowers under No Fear Act Pub. L. 107-174. 29 CFR § 1614.703 (d).”

11.05 Source of Funds:

“Work under this contract is funded by the federal Safe Drinking Water Revolving Loan Fund through Business Oregon and a partnership of Local and/or Private Funds. “

11.06 Suspension and Debarment:

“Contractor certifies that it is not debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, “Debarment and Suspension”, and shall not contract or permit any subcontract at any level with any party similarly excluded or ineligible. A list of excluded parties is available in the System for Award Management (SAM) at www.sam.gov <http://www.epls.gov/>, under “search records”.”

11.07 Copeland “Anti-Kickback” Act:

“Contractor shall comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 847) as supplemented in Department of Labor regulations (29 CFR part 3).”

11.08 Intellectual Property:

“Contractor hereby grants to the U.S. E.P.A. a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes, any intellectual property developed under this contract. Contractor shall secure from third parties the same license in the name of the U.S. E.P.A. regarding any intellectual property developed by third parties as subcontractors under this contract, or developed under contract with the Contractor specifically to fulfill Contractor’s obligations related to this contract.”

11.09 Inspections; Information:

“Contractor shall permit, and cause its subcontractors to allow [insert name of water system Owner], the State of Oregon, the federal government and any party designated by them to:

- Examine, visit and inspect, at any and all reasonable times, the property, if any, constituting the Project.
- Inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursement, contracts, and any other matters relating to the Project, and to its financial standing, and shall supply such reports and information as reasonably requested.
- Interview any officer or employee of the Contractor, or its subcontractors, regarding the Project.
- Contractor shall retain all records related to the Project for three years after final payments are made and any pending matters are closed.

11.10 Disadvantaged Business Enterprises:

Recipient will implement the good faith efforts for solicitation and contracting with Disadvantaged Business Enterprises (“DBE”) described in Appendix B of the Safe Drinking Water Handbook. This applies to all solicitation and contracting for construction, equipment, supplies, engineering or other services that constitute the Project financed by this Contract. Recipient will maintain documentation in a Project file on Disadvantaged Business Enterprises. Recipient will maintain documentation in a Project file and submit required forms, as described in Appendix B of the Safe Drinking Water Handbook. Recipient will ensure that all prime contractors and subcontractors implement the good faith efforts for solicitation and contracting, and comply with all DBE procurement forms, statements, and reporting requirements. Recipient will ensure that each procurement contract (prime plus all subcontractor contracts) includes the following term and condition:

“The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.”

Recipient will ensure that all prime contractors and subcontractors implement the good faith efforts for solicitation and contracting, and comply with all DBE procurement forms, statements, and reporting requirements.

See DBE Six Good Faith Efforts and Form

11.11 Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment:

“As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Prohibitions extend to the use of Federal funds by recipients and subrecipients to enter into a contract with an entity that “uses any equipment, system, or service that uses covered telecommunications equipment or services” as a substantial or essential component of any system, or as critical technology as part of any system. Certain equipment, systems, or services, including equipment, systems, or services produced or provided by entities subject to the prohibition are recorded in the System for Award Management exclusion list.”

11.12 American Iron Steel

The Contractor acknowledges to and for the benefit of the [insert name of water system Owner] (“Purchaser”) and the State of Oregon (the “State”) that it understands the goods and services under this Agreement are being funded with monies made available by the Drinking Water State Revolving Fund that have statutory requirements commonly known as “American Iron and Steel;” that requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any

further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the

Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

11.13 Federal Labor Standards

NOTE: Oregon Bureau of Labor and Industries (BOLI) prevailing wage requirements apply to public entities for projects over \$50,000 and private entities for projects that utilize more than \$750,000 of public funds.

Prevailing Wage Requirements.

“Construction projects assisted in whole or in part with the Safe Drinking Water Revolving Loan Fund Program (SDWRLF) must be carried out in compliance with Federal Davis Bacon and Related Acts and the Oregon Bureau of Labor and Industries (BOLI) requirements. Contractor shall pay each worker employed in the performance of this contract not less than the higher of the wage rate for the type of work being performed as set forth in either the Oregon Prevailing Wage “Prevailing Wage Rate for Public Works Contracts in Oregon” (if applicable) or the applicable federal Davis-Bacon Wage Decision. Contractor shall download a U.S. Department of Labor Employee Fair Compensation Notice and post it at the work site along with a list of locally prevailing wage rates. Contractor shall prepare and submit weekly Certified Payroll Reports on forms to be supplied by Business Oregon. Contractor shall permit access to construction site in order to conduct on-site interviews with workers during working hours.”

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work

actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The sub recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub recipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the

benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The sub recipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an

individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the sub recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub recipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State

Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and sub recipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

11.14 Federal Labor Standards

Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The sub recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible

therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The sub recipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The sub recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The sub recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The sub recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Sub recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB.

Sub recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."

(c) The sub recipient shall periodically conduct spot checks of a representative sample of weekly

payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The sub recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the sub recipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the sub recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The sub recipient shall periodically review contractors and subcontractor's use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Sub recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>.

- 11.15 Environmental and Natural Resource Laws (include the following language in all construction contracts and subcontracts in excess of \$100,000:)

“Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

- 11.16 Prohibition on the Use of Federal Funds for Lobbying (Certification Regarding Lobbying form follows, for any contracts in excess of \$100,000).

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Owner has caused this Contract to be executed by its duly authorized undersigned agents and Contractor has executed this Contract effective as of the date last signed below.

EFFECTIVE DATE OF CONTRACT: ____/____/____ (month/day/year)

SIGNED:

OWNER

Contractor

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

The terms used in this Bid with initial capital letters have the meanings stated in the General Conditions. This form constitutes a Request for Pricing Proposal and any mutually agreed upon companion documentation prepared by CONTRACTOR to support the response to the Request for Pricing Proposal.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

The City of Sandy, Oregon
AJ Thorne, Public Works Director
ajthorne@ci.sandy.or.us

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Master Construction Agreement with Owner in the form included to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Attachment A - Bid Bond (Security)
 - 1. Refer to Section C-430 for Bid Bond form
- B. Attachment B – Certification of Employee Drug Testing Program
 - 1. Form included at the end of this section
- C. Attachment C – Confidentiality Statement
 - 1. Form included at the end of this section
- D. Attachment D – Certificate Regarding Lobbying
 - 1. Form included at the end of this section
- E. Attachment E – Disadvantaged Business Enterprises (DBE) Six Good Faith Efforts
 - 1. Informational notice included at the end of this section
- F. Attachment F – Davis-Bacon Decision
 - 1. Informational notice included at the end of this section
- G. Attachment G - First Tier Subcontractor Disclosure Form.
 - 1. Must be submitted separately at the time stipulated in the Advertisement to Bid.
 - 2. Form included at the end of this section
- H. Attachment H – Bidder Responsibility Determination Form
 - 1. Form included at the end of this section.

ARTICLE 3—BASIS OF BID

Bidders must submit lump sum prices for the Base Bid and the two Alternate Bids. The award of the Bid will be to a single contractor and will be based on the lowest total responsive and responsible Base Bid. The Owner may or may not choose an Alternate.

3.01 Lump Sum Price

A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum:

Basic Project Price – for all Work in the Base Bid excluding Allowance items	
Lump Sum - Base Bid Price	\$ 11,442,851
	(Amount in Figures)
ELEVEN MILLION FOUR HUNDRED FORTY TWO THOUSAND	
(Amount in Words)	EIGHT HUNDRED FIFTY ONE
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)	

B. Deductive Alternative Bid Item A: The Owner may elect to substitute a bolted steel tank for Structure C – MF Feed Tank (in place of the welded steel tank that is included in the Base Bid) for the following deductive amount:

Ground-Level Bolted Steel Tank (Specification 33 16 10)	\$ < 14,000 >
	(Deductive Amount in Figures)
FOURTEEN THOUSAND	
(Deductive Amount in Words)	
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)	

C. Additive Alternative Bid Item B: The Owner may elect to demolish Filters #1 and #2 for the following additive amount:

Filter #1 and #2 Demolition (Specification 02 41 00)	\$ 90,000
	(Additive Amount in Figures)
NINETY THOUSAND	
(Additive Amount in Words)	
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)	

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda: **Add rows as needed. Bidder is to complete table.**

Addendum Number	Addendum Date
1	12/11/25
2	12/15/25
3	12/19/25
4	11/8/26

5.04 *Contract Price*

- A. Contract Price shall remain valid until 180 days after the Effective Date of the Agreement.

ARTICLE 6—BIDDER’S REPRESENTATIONS

6.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
 1. Bidder has examined and carefully studied the Bidding Documents.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been

identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder's Certifications

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 6.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.

- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- 5. The 1987 Oregon Legislative Assembly enacted a reciprocal preference law which states, in part:

In determining the lowest responsible bidder, a public contracting agency shall, for the purpose of awarding the contract, add a percent increase on the bid of a nonresident bidder equal to the percent, if any, of the preference given to that bidder in the state in which the bidder resides.

"Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state, and has stated in the bid whether the bidder is a "resident bidder"

"Nonresident bidder" means a bidder who is not a "resident bidder" as defined above.

Check one: Bidder is: A resident bidder
 A nonresident bidder

If a resident bidder, enter your Oregon business address:

If a nonresident bidder, enter state of residency:
 Washington

- 6. Bidder has not discriminated and will not discriminate, in violation of ORS 279A.110(1), against any disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business in awarding a subcontract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

McClure and Sons, Inc.

(typed or printed name of organization)

By:

Les McClure

(individual's signature)

Name:

Les McClure

(typed or printed)

Title:

President

(typed or printed)

Date:

1/15/26

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

Judy McClure

(individual's signature)

Name:

Judy McClure

(typed or printed)

Title:

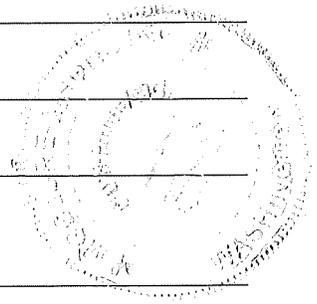
Secretary

(typed or printed)

Date:

1/15/26

(typed or printed)



Address for giving notices:

15714 Country Club Drive

Mill Creek, WA 98012

Bidder's Contact:

Name:

Les McClure

(typed or printed)

Title:

President

(typed or printed)

Phone:

425-316-6999

Email:

bids@mcclureandsons.com; les@mcclureandsons.com

Address:

15714 Country Club Drive

Mill Creek, WA 98012

Bidder's Contractor License No.:

71127

CERTIFICATION OF EMPLOYEE DRUG-TESTING PROGRAM

Bidder Company Name: McClure and Sons, Inc.

Address: 15714 Country Club Drive

Mill Creek, WA 98012

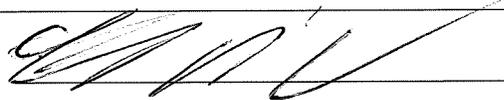
The following information and **signature** must be provided **by the company which provides employee drug-testing services** to the company submitting this bid proposal, **not** by the bidder.

I hereby attest that my company provides employee drug-testing services to the firm submitting this bid proposal, consistent with ORS 279C.505(2) and the applicable administrative rules.

Drug-Testing Company Name: McClure and Sons, Inc self performs drug-testing services

Address: 15714 Country Club Drive

Mill Creek, WA 98012

Drug-Testing Company Signature: 

Printed Name: Evan McKay

Title: Safety Director

Telephone: 425-225-2031

CONFIDENTIALITY STATEMENT

The City of Sandy abides by the public records laws of the State of Oregon. As such, proposal documents are generally considered to be a matter of public record after the contract for work has been awarded. Information in a proposal may or may not be considered to be exempt from public disclosure based on the following:

- Trade secrets as identified in ORS 192.345(2);
- Information submitted in confidence as identified in ORS 192.355(2).

To the extent of the law, the City will endeavor to keep information confidential if the proposer marks the subject information as confidential. If a proposal contains any information that the Proposer believes is exempt from disclosure under the various grounds specified in the Oregon Public Records Law, the Proposer must clearly designate each such portion of its proposal as exempt at the time of proposal submission, along with a justification and citation to the legal authority relied upon. Identifying the proposal, in whole, as exempt from disclosure is not acceptable. Failure to identify specific portions of the proposal as exempt shall be deemed a waiver of any future claim of that information as exempt.

The City will make available to any person requesting information, through the City processes for disclosure of public records, any and all information submitted as a result of this RFP not exempted from disclosure without obtaining permission from any Proposer to do so. City may also, in its sole discretion, elect to publish all such information at any time, regardless of whether or not a public records request has been received. However, if a public records request is made for material marked by the Proposer as exempt, the City will attempt to notify the impacted Proposer prior to any release of the material. Application of the Oregon Public Records Law by the City will determine whether any information is actually exempt from disclosure. The City accepts no liability for the release of any information submitted.

Certification Regarding Lobbying

(Awards to Contractors and Subcontractors in Excess of \$100,000)

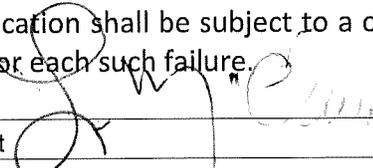
The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed	
Title	President
Date	1/15/2026

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Owner has caused this Contract to be executed by its duly authorized undersigned agents and Contractor has executed this Contract effective as of the date last signed below.

SIGNED:

OWNER

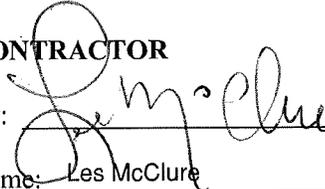
By: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR

By:  _____

Name: Les McClure _____

Title: President, McClure and Sons, Inc. _____

Date: 1/15/26 _____

Six Good-Faith Efforts

Any public water system receiving an award from the Safe Drinking Water Revolving Loan Fund and the Drinking Water Source Protection Fund must ensure good-faith implementation of the six good-faith efforts comprising the federal "Fair Share Program," for the solicitation of all contractors providing construction, equipment, supplies, engineering or other services that constitute the project financed by the award.

Documentation demonstrating that these six good faith efforts have been taken must be included and maintained in the water system's project files. Likewise, once a **contractor** has been selected by the water system, that contractor must adhere to the following six good-faith efforts in soliciting its subcontractors:

1. Ensure Disadvantaged Business Enterprises (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, state and local government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources. (Note: The acronym DBE used throughout this document is a global term for Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs).
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, state and local government recipients, this will include dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Utilize the services of the Small Business Administration (SBA) and the Minority Business Development Agency of the Department of Commerce.
6. If the prime contractor awards subcontracts, require the prime contractor to take these six good-faith efforts in subcontracting with Disadvantaged Business Enterprises for any subcontract that they let.

Locating Disadvantaged Business Enterprises for Outreach

Applicable MBE / WBEs are certified by the Office of Minority, Women and Emerging Small Business (OMWESB), Small Business Administration, or by a federal agency.

The following sites may be of assistance for locating Minority or Women-Owned Business (MBE / WBE) firms and others may exist too:

- Office of Minority, Women and Emerging Small Business (OMWESB) Directory of Certified Firms at <http://www.oregon4biz.com/How-We-Can-Help/OMWESB/>
- Federal System for Award Management at <https://www.sam.gov>
- Minority Business Development Agency, US Dept. of Commerce at www.commerce.gov/os/ogc/minority-business-development-agency
- EPA's Office of Small Business Programs at www.epa.gov/osbp/
- Oregon Office of Economic & Business Equity at <https://dasapp.oregon.gov/statephonebook/display.asp?agency=12100&division=12103>
- U.S. Department of Transportation at www.dot.gov/osdbu/disadvantaged-business-enterprise

Prevention of Unfair Practices

Finally, there are a number of provisions designed to prevent unfair practices that may adversely affect DBEs that are now required of the prime contractor for every SDWRLF funded project:

- A SDWRLF loan recipient must require its prime contractor to pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment.
- A SDWRLF loan recipient must be notified in writing by its prime contractor prior to any termination of a DBE subcontractor for convenience by the prime contractor.
- If a DBE subcontractor fails to complete work under the subcontract for any reason, the SDWRLF loan recipient must require the prime contractor to employ the Six Good-Faith Efforts if soliciting a replacement subcontractor.
- A SDWRLF loan recipient must require its prime contractor to employ the Six Good Faith Efforts even if the prime contractor has achieved its fair share objectives.

"General Decision Number: OR20250053 09/26/2025

Superseded General Decision Number: OR20240053

State: Oregon

Construction Type: Heavy

County: Clackamas County in Oregon.

HEAVY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the

Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025
1	01/10/2025
2	02/28/2025
3	05/09/2025
4	06/27/2025
5	07/11/2025
6	07/25/2025
7	08/15/2025
8	08/22/2025
9	08/29/2025
10	09/26/2025

BROR0001-033 06/01/2025

	Rates	Fringes
BRICKLAYER.....	\$ 49.60	25.15

* CARP0096-006 06/01/2025

	Rates	Fringes
MILLWRIGHT.....	\$ 59.35	22.38

* CARP0503-017 06/01/2025

	Rates	Fringes
CARPENTER (Including Form Work).....	\$ 53.94	16.81
PILEDRIVERMAN.....	\$ 53.94	16.81

ELEC0048-018 01/01/2025

	Rates	Fringes
ELECTRICIAN.....	\$ 63.50	29.73

ELEC0048-026 01/01/2025

	Rates	Fringes
ELECTRICIAN		
Low voltage wiring installer for all other work.....	\$ 42.68	23.14
Low voltage wiring installer for fire alarm, nurse call, burglar alarm, security and voice evacuation systems and other systems that are part of a fire or life safety system.....	\$ 52.12	24.37

ENGI0701-029 01/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 56.66	16.90
GROUP 1A.....	\$ 58.82	16.90
GROUP 1B.....	\$ 60.98	16.90
GROUP 2.....	\$ 54.75	16.90
GROUP 3.....	\$ 53.60	16.90
GROUP 4.....	\$ 50.27	16.90
GROUP 5.....	\$ 49.03	16.90
GROUP 6.....	\$ 45.81	16.90

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: CRANE: Helicopter Operator, when used in erecting work; Whirley Operator, 90 ton and over; LATTICE BOOM CRANE: Operator 200 tons through 299 tons, and/or over 200 feet boom; HYDRAULIC CRANE: Hydraulic Crane Operator 90 tons through 199 tons with luffing or tower attachments;

GROUP 1A: HYDRAULIC CRANE: Hydraulic Operator, 200 tons and over (with luffing or tower attachment); LATTICE BOOM CRANE: Operator, 200 tons through 299 tons, with over 200 feet boom;

GROUP 1B: LATTICE BOOM CRANE: Operator, 300 tons through 399 tons with over 200 feet boom; Operator 400 tons and over

GROUP 2: CRANE: Cableway Operator, 25 tons and over; HYDRAULIC CRANE: Hydraulic crane operator 90 tons through 199 tons (without luffing or tower attachment); TOWER/WHIRLEY OPERATOR: Tower Crane Operator; Whirley

Operator, under 90 tons; LATTICE BOOM CRANE: 90 through 199 tons and/or 150 to 200 feet boom; HYDRAULIC CRANE: Hydraulic crane operator, 50 tons through 89 tons (with luffing or tower attachment); Rubber tired scraper with tandem scrapers, multi-engine Trenching Machine-Wheel Operator; Loader 120,000 lbs and above; BLADE: Auto Grader; Blade Operator-Robotic; Bulldozer over 120,000 lbs and above; CRANE: Derrick Barge Operator 30 ton but less than 150 ton; Excavator over 130,000 lbs and above

GROUP 3: HYDRAULIC CRANE: Hydraulic crane operator, 50 tons through 89 tons (without luffing or tower attachment); LATTICE BOOM CRANES: Lattice Boom Crane-50 through 89 tons (and less than 150 feet boom); Rubber Tired Scraper: with tandem scrapers; self loading, paddle wheel, auger type, finish and/or 2 or more units; Loader 60,000 lbs and less than 120,000 lbs; Bulldozer over 70,000 lbs up to and including 120,000 lbs; Excavator over 80,000 lbs through 130,000 lbs

GROUP 4: CRANE: Hydraulic Crane Operator, under 50 tons; LATTICE BOOM CRANE OPERATOR: Lattice Boom Crane Operator, under 50 tons; TRACKHOE/BACKHOE-ROBOTIC: track and wheel type, up to and including 20,000 lbs. with any or all attachments; BLADE: Blade Operator; Tractor operator with boom attachment; DRILLING: Churn Drill and Earth Boring Machine Operator; Directional Drill Operator over 20,000 lbs pullback; CRANE: Chicago boom and similar types; Boom type lifting device, 5 ton capacity or less; Asphalt Paver; Rubber-Tired Scraper, single engine, single scraper; Compactor-Self Propelled; Loaders 25,000 lbs and less than 60,000 lbs; Bulldozer over 20,000 lbs and more than 100 horse up to 70,000 lbs; Mechanic; CRANE: Derrick Barge Operator less than 30 ton; Piledriver; Excavator over 20,000 lbs through 80,000 lbs; Screed

GROUP 5: TRACKHOE/BACKHOE HYDRAULIC: Track type up to and including 20,000 lbs, Wheel type (Ford, John Deer, Case Type); Boom truck operator; DRILLING: Churn Drill and Earth Boring Machine Operator; Directional Drill Operator less than 20,000 lbs pullback; Concrete Pumper; Concrete Paver: Compactor; Loaders, rubber tired type, less than 25,000 lbs; Forklift over 5 ton, Bulldozer 20,000 lbs or 100 horses or less; Mixer operator; Roller

GROUP 6: LOADERS: (less than 1 cu yd.); Oiler; Bobcat/Skid Loader; Grade Checker; Crane oiler; Forklift; Asphalt Spreader; Broom Operator; Forklift; Roller (non-asphalt)

Zone Differential (add to Zone 1 rates):

Zone 2 - \$3.00
Zone 3 - \$6.00

For the following metropolitan counties: MULTNOMAH;
CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA;
CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS
INDICATED:

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 Highway 26 and West of Mile Post 30 on Highway 22 and all jobs or projects located in Yamhill County, Washington County and Columbia County and all jobs or projects located in Clark & Cowlitz County, Washington except that portion of Cowlitz County in the Mt. St. Helens ""Blast Zone"" shall receive Zone I pay for all classifications.

All jobs or projects located in the area outside the identified boundary above, but less than 50 miles from the Portland City Hall shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone III pay for all classifications.

For the following cities: ALBANY; BEND; COOS BAY; EUGENE; GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG

All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone I pay for all classifications.

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 II pay for all classifications.

All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone III pay for all classifications.

IRON0029-011 07/07/2025

Rates Fringes

IRONWORKER (Ornamental,

Reinforcing, and Structural).....\$ 48.31 34.52

LABO0737-005 06/01/2024

	Rates	Fringes
Laborers: (Mason Tender-Cement/Concrete).....	\$ 43.79	17.05

LABO0737-024 06/01/2024

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 39.11	17.30
GROUP 2.....	\$ 40.41	17.30
GROUP 3.....	\$ 34.39	17.30

LABORER CLASSIFICATIONS

- GROUP 1: Blaster, Demolition; Chain Saw
- GROUP 2: Grade Checker; Vibrating Plate
- GROUP 3: Traffic Control-Cone Setter

PAIN0010-005 07/01/2025

	Rates	Fringes
PAINTER HIGHWAY & PARKING LOT STRIPER.....	\$ 41.19	17.09

PAIN0010-006 07/01/2025

	Rates	Fringes
Painters: Brush, Roller and Spray.....	\$ 39.94	16.68

PLAS0555-006 06/01/2025

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER....	\$ 46.13	20.31

PLUM0290-012 04/01/2025

	Rates	Fringes
PIPEFITTER.....	\$ 60.77	34.72

TEAM0037-010 06/01/2025

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 35.41	18.30
GROUP 2.....	\$ 35.57	18.30
GROUP 3.....	\$ 35.74	18.30
GROUP 4.....	\$ 36.08	18.30

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Flatbed Truck; Off the Road Truck; Water Truck up to 3,000 gallons

GROUP 2: Vactor Truck; Water Truck over 3,000 to 5,000 gallons

GROUP 3: Water Truck over 5,000 to 10,000 gallons

GROUP 4: Water Truck over 10,000 to 15,000 gallons

* SUOR2009-051 11/23/2009

	Rates	Fringes
LABORER: Asphalt Spreader.....	\$ 22.18	9.39
LABORER: Common or General.....	\$ 22.34	7.86
LABORER: Flagger.....	\$ 20.70	5.48
LABORER: Form-Stripping.....	\$ 19.27	6.32
LABORER: Landscape.....	\$ 19.01	7.45
LABORER: Mason Tender - Brick...	\$ 28.14	4.53
LABORER: Pipelayer.....	\$ 23.93	7.46
LABORER: Water, Sewer, Underground.....	\$ 17.00 **	1.75
OPERATOR: Compactor.....	\$ 28.99	5.02
OPERATOR: Rotomill.....	\$ 28.25	9.70

OPERATOR: Tractor.....	\$ 20.00	0.73
TRUCK DRIVER: Dump Truck.....	\$ 19.58	6.47
TRUCK DRIVER: Lowboy Truck.....	\$ 17.07 **	5.50

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications

and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates

reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

RESPONSIBILITY DETERMINATION FORM

Project Name: Alder Creek Water Treatment Plant Upgrades

Project Number: #224100-000 _____

Bidder's Business Entity Name: McClure and Sons, Inc. _____

Bidder's CCB License Number: 71127 _____

Form Submitted By (Contracting Agency): _____

Form Submitted By (Representative Name): _____

Title: _____

Date: _____

Bidder shall check all boxes below which apply:

- 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 Owner.
- Has supplied all necessary information in connection with the inquiry concerning responsibility.

Owner shall check all boxes below which apply

Checked the list created by the Construction Contractors Board under [ORS 701.227] for bidders who are not qualified to hold a public improvement contract.

Determined the BIDDER to be (check only one of the following):

Responsible under [ORS 279C.375 (3)(a) and (b)].

Not responsible under [ORS 279C.375 (3)(a) and (b)].

(Attach documentation if Owner finds the bidder not to be responsible)

This form and any attachments must be submitted within 30 days after the date of Contract Award to the Oregon Construction Contractors Board, 201 High St SE UNIT 600, Salem, OR 97301, (503) 378-4621.

Authorized

Name: _____

Title: _____

Date: _____

Signature: _____

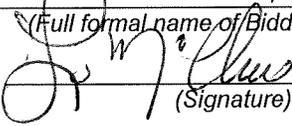
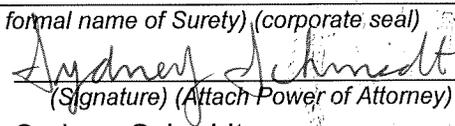
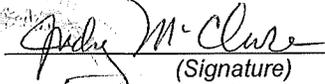
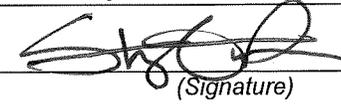
SECTION C-430 – BID BOND (PENAL SUM FORM)

Bidder Name: McClure and Sons, Inc. Address (principal place of business): 15714 Country Club Drive Mill Creek, WA 98012	Surety Name: Federal Insurance Company Address (principal place of business): 2121 N. California Boulevard, Suite 1025 Walnut Creek, CA 94596
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Owner Name: City of Sandy, Oregon Address: 39250 Pioneer Boulevard Sandy, OR 97055	Bid Project: Alder Creek WTP Upgrades Whiskey Road Sandy, OR 97055
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Bond
Penal Sum: Five Percent of the Total Amount Bid (5%)
Date of Bond: January 15, 2026

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder <u>McClure and Sons, Inc.</u> <small>(Full formal name of Bidder)</small>	Surety <u>Federal Insurance Company</u> <small>(Full formal name of Surety) (corporate seal)</small>
By: <u></u> <small>(Signature)</small>	By: <u></u> <small>(Signature) (Attach Power of Attorney)</small>
Name: <u>Les McClure</u> <small>(Printed or typed)</small>	Name: <u>Sydney Schmidt</u> <small>(Printed or typed)</small>
Title: <u>President</u>	Title: <u>Attorney-in-Fact</u>
Attest: <u></u> <small>(Signature)</small>	Attest: <u></u> <small>(Signature)</small>
Name: <u>Judy McClure</u> <small>(Printed or typed)</small>	Name: <u>Shelby Groth</u> <small>(Printed or typed)</small>
Title: <u>Secretary</u>	Title: <u>Witness</u>

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Delaware corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Wm. Dinneen, Shelby Groth, Scott Jones, Kirsten Jordan, Travis Long, Keith H. McNally, Ryan J. Pugh, Sydney Schmidt and Daniel J. Stowe of Spokane, Washington

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 8th day of July, 2024.

Rupert HD Swindells, Assistant Secretary

Warren Eichhorn, Vice President



STATE OF NEW JERSEY
County of Hunterdon SS.

On this 8th day of July, 2024 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027

Albert Contursi
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 15th day of January, 2026



Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT: Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

BOARD OF DIRECTORS' RESOLUTION
APPROVING PRESIDENT'S AUTHORITY
TO SIGN BID PROPOSALS

Upon a duly made and seconded motion, a majority of the Directors of the Board of Directors of McClure and Sons Inc. adopted the following resolution:

WHEREAS, Les McClure, the President of McClure and Sons Inc. has submitted to the Board of Directors a proposal that he be authorized to sign bid proposals on behalf of the corporation,

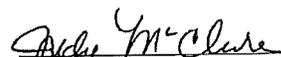
And WHEREAS, the Board of Directors has reviewed and discussed among themselves the above-described proposal, it is

RESOLVED, That the above-described proposal is hereby approved by the Board of Directors and the President of the Corporation is hereby authorized to enter into the said contract, in the name of and in behalf of this Corporation.

The undersigned, Judy McClure, certifies that I am the duly appointed Secretary of McClure and Sons Inc. and that the above is a true and correct copy of a resolution duly adopted at a meeting of the Directors thereof, convened and held in accordance with law and the Bylaws of said Corporation on February 19, 1996, and that such resolution is now in full force and effect.

IN WITNESS THEREOF, I have affixed my name as Secretary of McClure and Sons Inc. and have attached the seal of the Corporation to this resolution.

Dated: February 19, 1996.


Secretary

McClure and Sons, Inc.
15714 Country Club Drive
Mill Creek, WA 98012

State of Incorporation:
Washington

(SEAL)



McClure and Sons, Inc. (MSI)

CITY OF SANDY: ALDER CREEK WATER TREATMENT PLANT UPGRADES

Project No. 224100-000

Article 3 – Qualifications of Bidders

McClure and Sons, Inc. has been in business for 37 years and has completed several jobs for the State of Oregon.

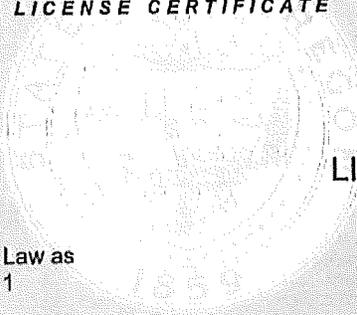
Present commitments are \$146M of which \$78M have been completed with \$68M balance to go.

MSI owns all their equipment and has an experienced staff of Superintendents and Project Managers averaging over 20 years with MSI.

McClure and Sons, Inc. (MSI) is authorized to do business in the State of Oregon.

Any required subcontractor and/or supplier qualification information is included in the bid form package.

CONSTRUCTION CONTRACTORS BOARD LICENSE CERTIFICATE LICENSE NUMBER: 71127 EXPIRATION DATE: 01/15/2026 ENTITY TYPE: Corporation	CONSTRUCTION CONTRACTORS BOARD LICENSE CERTIFICATE MCCLURE & SONS INC 15714 COUNTRY CLUB DRIVE MILL CREEK WA 98012-1203	⇐ ⇐ ⇐ ⇐ POCKET CARD ⇐ ⇐ ⇐ ⇐ <i>fold and detach along perforation</i> ↓ ↓ ↓ ↓ ↓ LICENSE CARD ↓ ↓ ↓ ↓ ↓
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STATE OF OREGON CONSTRUCTION CONTRACTORS BOARD LICENSE CERTIFICATE	
This document certifies that: MCCLURE & SONS INC 15714 COUNTRY CLUB DRIVE MILL CREEK WA 98012-1203 is licensed in accordance with Oregon Law as Commercial General Contractor Level 1	 LICENSE NUMBER: 71127 EXPIRATION DATE: 01/15/2026 ENTITY TYPE: Corporation

McClure and Sons, Inc**2026-001 Sandy, OR Alder Creek WTP Upgrades**

Six Good-Faith Efforts: COBID Certified; 25 miles w/in Zip 97055 (up to 100 miles if needed)

Business	Owner/Contact Name	Division	Date Contacted	Phone	Email	Cert #	
NW Industrial Flooring, Inc., DBA NW Pure Construction, Inc.	Ms Alondra Arroyo	Chain link fences and gates	1/6/2026	971-274-3084	nwIndustrialflooringinc@outlook.com	14083	
Mcdermott Fence & Construction, Inc.	Diane Sowle		1/6/2026	503-349-8673	monty@mcdermottfence.com	5402	
JEFFERY RAMOND GRANT, DBA HORIZON FENCE CO	Mr. Jeffrey (Jeff) Grant		1/6/2026	503-342-2790	jeff.horizonfence@gmail.com	10319	
Smooth Rollin Sealcoating and Paving LLC	Mr. Ricardo Pena	Asphalt Paving	1/6/2026	503-209-9459	Info@smoothrollin.com	15319	
Canyon Contracting LLC	Ms. Cheryl Adams		1/6/2026	503-769-2584	canyonllc.or@gmail.com	11607	
Kodiak Pacific Construction Co.	Ms. Sandra Trainor		1/8/2026	503-783-4300	Stephanie@kodiakco.com	4059	
Suulutaag, Inc	Mr. John Hurd		1/8/2026	541-204-9099	wlona.beesing@suulutaag.com	11871	
EXCLUSIVE CONCRETE EXCAVATION LLC	Mr. FILIMON BARRERA		1/6/2026	971-707-5818	adrianaherrera8476@gmail.com	15960	
KNL Industries, Inc.	Ms. Lillian Callaway	Landscaping	1/6/2026	503-266-1130	Lillian@kandlindustries.com	15531	
Bella Terra, LLC	Ms. Rena Bellika		1/6/2026	360-225-1125	office@1bellaterra.com	11464	
Four Seasons Landscape Maintenance Llc, DBA Four Seasons Construction	Mr. Agustin Rios		1/6/2026	503-888-6977	fourseasonslpm@gmail.com	11987	
Pro Landscape, Inc.	Mr. Manuel Casteneda		1/6/2026	503-649-8111	controller@plisystems.com	5532	
Valley Growers Nursery & Landscape, Inc.	Ms. Victoria Guevara		1/6/2026	503-651-3535 Ext. 5	matthew@valleygrowers.com	1462	
Foster Rivera Inc., DBA Precision Landscape Services, Inc.	Mr. Tyrone Foster		1/8/2026	503-257-7997	accounting@precisionlandscape.com	12050	
Wyeast Gardens, LLC	Ms. Emma Clark		1/6/2026	503-680-1916	Brian@WyeastGardens.Net	14847	
Columbia River Painting, LLC	Ms. Leticia Nunez	Finishes	1/6/2026	503-267-5756	Letty@Columbiariverpainting.com	10947	
A Plus Construction LLC	Mr. Jeziel Velazquez		1/8/2026	503-421-6779	aplusconstructionllc@yahoo.com	10059	
Elvis's Painting LLC, DBA ESP LLC	Mr. Elvis Alvarez Valdovinos		1/8/2026	503-269-1768	admin@elvispainting.com	12539	
District Painting Company	Mr. Alexander Schmidt		1/6/2026	503-560-7662	admin@districtpaintingco.com	11884	
E & E Painting LLC	Mr. Bo Edwards		1/6/2026	503-781-0187	EandEPaintingBo@gmail.com	14734	
Melhus and Company Inc., DBA Empire Paintine	Mr. Brent Melhus		1/6/2026	503-650-3675	brent@empirepaintinginc.com	5586	
Ha's Painting, Inc.	Mr. Chi Min Ha		1/6/2026	503-281-6824	haspainting@hotmail.com	3069	
Daniel Miranda Inc, DBA Just Right Heating & Cooling	Mr. Daniel Miranda		1/6/2026	360-241-6298	lodie@justrightheat.com	9017	
Aladdin Heating and Air Conditioning Corporation	Mr. Anis Kahl	HVAC	1/6/2026	503-618-8311	contact@aladdinheatingpdx.com	14939	
Yadon Mechanical LLC	Mr. Shawn Yadon		1/6/2026	360-564-5300	Andi@yadonmechanical.com	13891	
Edge Control Solutions LLC, DBA N/A	Mr. Matthew Hernandez		1/8/2026	503-987-3343	melissa.h@edgecontrolsolutions.com	14947	
Pro Heating And Cooling, Inc.	Mr. Juan Perez Garcia		1/8/2026	971-205-4989	pedro.perez@proheatinginc.com	15826	
SkyLand Plumbing & Mechanical, LLC	Ms. Shawn Sullivan		1/6/2026	503-849-1743	skylandplumbing@gmail.com	13915	
Ironside Services, LLC	Mr. Joshua Ironside		1/6/2026	503-333-0382	lironside@ironsidervices.com	11647	
Timisco Mechanical Insulating LLC	Mr. Timothy Mounce, Sr.		1/6/2026	208-410-0834	timinsulating@gmail.com	10721	
Vale Insulation Group, Inc.	Mr. Noe Gaxiola-Ruiz	Thermal Insulation, Standing Seam Metal Roof Panels, Formed Metal Wall Panels, Sheet Metal Flashing and Trim, Bituminous Dampproofing	1/6/2026	503-799-4436	ngaxiola@comcast.net	5799	
GARON ROOFING & SHEET METAL INC	Ms. Linda Nikkila		1/6/2026	360-254-0380	Rikki@garonroofing.com	9692	
M&H Metal Works, Inc	Ms Cyndi Harris		1/6/2026	360-836-5704	charris@mhmetalwks.com	12796	
Boyter Brothers, LLC, DBA Boyter Brothers	Mr. Mark Boyter		1/6/2026	360-947-0156	romella@boyterbrothers.com	9919	
Bull Run Electric Inc.	Mr. Kyle Ruthardt		1/6/2026	503-668-4800	megan@bullrunelectric.com	5256	
Henrickson Electric llc	Mr. Shawn Henrickson	Electrical	1/6/2026	503-756-4636	Shawn@henelectric.com	15840	
Accurate Electric of Oregon Inc	Mr. Paul Garcia		1/8/2026	503-887-7098	paul@accurateelectricor.com	11495	
Key Electrical Construction Inc.	Ms. Rachel Struthers		1/8/2026	360-513-1735	rachel@keyelectricalinc.com	9383	
Pacific Power Electric LLC	Mr. Francisco Gonzalez		1/8/2026	503-931-3639	PacificPowerElecLLC@Gmail.com	14834	
La Londe llc, DBA La Londe Electric	Ms. Sabrina La Londe		1/6/2026	503-969-8491	Bruce@LALONDEELECTRIC.COM	7488	
Squires Electric, Inc.	Ms. Erin Huffard		1/6/2026	503-252-1609	Mal@squireselectric.com	5865	
Wirenut Enterprises, LLC, DBA MD Electrical Services	Mr. Michael Dutton		1/6/2026	503-504-7960	jstevens@mdelectrical.services	11808	
Wirenut Enterprises, LLC, DBA MD Electrical Services	Mr. Michael Dutton		1/6/2026	503-504-7960	jstevens@mdelectrical.services	11808	
SprinkIt Fire Protection Inc.	Mr. Travis Schweltzer		Fire Suppression/Fire Sprinkler System	1/6/2026	503-272-6650	office@sprinkitfire.com	10463
Surefire Systems LLC, DBA Surefire Systems	Mr. Alan Hazelton			1/6/2026	503-710-6956	Russell@surefiresystems.net	15166
S3 Design Build LLC, DBA Triad Fire Protection	Mr Todd Sexton	1/6/2026		503-856-6333	admin@triad-fire.com	13272	
SFS, INC.	Ms. Kelly Hasting	1/6/2026		360-882-3068	kyle@specialtyfirestop.com	7846	
Ironside Services, LLC	Mr. Joshua Ironside	Plumbing	1/6/2026	503-333-0382	lironside@ironsidervices.com	11647	
Burton Plumbing Solutions, LLC	Mr. Jeremiah Burton		1/8/2026	971-777-0959	office@burtonplumbingsolutions.com	15619	
JTA Plumbing LLC	Mr. Jorge Tavera		1/8/2026	971-777-1110	jtaplumbing@outlook.com	14539	
Commercial Piping Company, DBA KH Mechanical, Gormley Contractors	Kori Gormley-Huppert		1/8/2026	503-472-4101	kori@gormleyplumbing.com	14858	
Andersen Mechanical, Inc	Mr. Art Andersen		1/8/2026	503-841-0742	art@andersenmechanical.com	11162	
PM2 LLC, DBA PM2 plumbing and mechanical	Mr. Nick Mitchell		1/6/2026	503-341-6749	sarajmitchell1101@gmail.com	15196	
SkyLand Plumbing & Mechanical, LLC	Ms. Shawn Sullivan		1/6/2026	503-849-1743	skylandplumbing@gmail.com	13915	
Suh & Son Mechanical, LLC	Mr. Michael Suh		1/6/2026	503-449-2709	Houseofspears93@gmail.com	12717	
Wilson and Sons Construction LLC.	Ms. Cheryl Ann Wilson		1/6/2026	503-780-7142	katy.wilsonsons@gmail.com	12820	

Good Faith - MSI #2026-001 Alder Creek WTP Upgrades Project - Message (HTML)

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Create PDF Change Settings Select Folders Bluebeam

Search

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Move Send to OneNote Rules

Tags

Apps

Delete

Good Faith - MSI #2026-001 Alder Creek WTP Upgrades Project

MSI Bids
 To: MSI Bids
 Bcc: Stephanie@bodiaeco.com; winona.beesing@suulitaag.com; accounting@precisionlandscape.com; aplusconstruction@yahoo.com; admin@shispainting.com; melissa.h@edgconcrete.com; paul@accurateelectric.com; nachel@keyelectricalinc.com; PacificPowerElecLLC@gmail.com; office@burtonplumbingsolutions.com; japlumbing@outlook.com; kott@gornitoyplumbing.com; ar@andersenmechanical.com; Leslie Letendre

Thu 1/8/2026 8:52 AM

Reply Reply All Forward

Good morning-

We are a General Contractor planning to bid on the Alder Creek WTP Upgrades Project (City of Sandy, Oregon) and are soliciting DBE/MBE/WBE Subcontractors for specific Divisions of Work.

Divisions of work include:

- Division 7: Thermal and Moisture Protection (Bituminous Damp proofing, Thermal Insulation, Sanding-Seam Metal Roof Panels, Formed Metal Wall Panels, Sheet Metal Flashing and Trim)
- Division 9: Finishes
- Division 21: Fire Suppression
- Division 22: Plumbing
- Division 23: HVAC
- Division 26 & 28: Electrical & Electronic Safety and Security
- Division 32: Exterior Improvements

Please review and advise (thank you!) if you are interested in submitting pricing:

- Here is a link to the Project: [Alder Creek Water Treatment Plan Upgrades - Dropbox](#)

If interested, please send pricing to bbids@mcclureandsons.com no later than **January 13th, 2026**.

Leslie
 McClure and Sons, Inc.
 425-316-6999

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM
FOR
ALDER CREEK WATER TREATMENT PLANT UPGRADES
FOR
CITY OF SANDY

Disclosure Submittal Deadline: Within two hours after closing of the bid period.

This form must be 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.

List below the name of each Subcontractor that is required to be disclosed, the category of work that the Subcontractor will be performing and the dollar value of the subcontract. A Subcontractor is required to be disclosed if (A) it will be furnishing labor or labor and materials in connection with the contract; and (B) it will have a contract value that is equal to or greater than five percent of the total bid project or \$15,000, whichever is greater, or \$350,000 regardless of the percentage of the total project bid.

Enter "NONE" if there are no Subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED.)

Table with 3 columns: Subcontractor Name*, Dollar Value, Category of Work. Row 1: CASCADE ELECTRICAL LLC, \$2,133,570, ELECTRICAL | I+C

Failure to submit this form by the disclosure deadline will result in a nonresponsive bid. A nonresponsive bid will not be considered for award and will be rejected by the City.

Form Submitted by (Bidder Name): McClure and Sons, Inc.

Contact Name: Les McClure Phone No.: 425-316-6999

Bid Opening Summary

Alder Creek WTP

1/15/2026

2:00 PM

Bidder	Signed	Bond	First Tier	Addendum (4 total)	Bid
Emery & Sons Construction Group	X	X	X	X	\$13,578,000.00
JW Fowler	X	X	X	X	\$12,289,566.00
Rotschy, Inc.	X	X	X	X	\$12,276,826.05
Slayden/MWH Constructors	X	X	X	X	\$11,750,000.00
McClure and Sons	X	X	X	X	\$11,442,851.00

Apparent Low Bidder:

McClure and Sons



Bidder Recommendation of Award Letter

To: AJ Thorne, PE
City of Sandy

From: Adam Odell, PE
Stantec

Project/File: 2002006101
Date: February 3, 2026

Reference: Alder Creek Water Treatment Plant Upgrades – Bidder Recommendation for Award

Project Description and Purpose

This subject contract is for the construction of the Alder Creek Water Treatment Plant Upgrades Project (hereafter referred to as “Contract” or “Project”). The Project includes furnishing all labor, materials, and equipment necessary for the demolition of existing filtration equipment, retrofit of existing water treatment infrastructure, upgrades to existing backwash pond, installation of low pressure membrane filtration system containers with supporting equipment and canopy structure, installation of raw water pump station upgrades, chemical storage and feed system finished water pump station with buried clearwell, site grading, erosion control, civil sitework and yard piping, stormwater improvements, electrical and instrumentation improvements, and the installation of owner purchased generator and switchboard.

Bid Results

An Advertisement for Bid was published on November 14th, 2025. The bids were opened on January 15, 2026 at 2:30 PM. Five bids were received, and the Bid results are shown in the table below in alphabetical order. As shown in blue below, the apparent low bidder is McClure and Sons, Inc.

Bidder	Base Bid	Alternate Bid Item A (TNK-C104 Bolted Steel Deduction)	Alternate Bid Item B (Filter #1 & #2 Demo)	Total Bid
Emery & Sons Construction Group, LLC	\$13,578,000.00	(\$96,000.00)	\$43,000.00	\$13,525,000.00
James W. Fowler Co.	\$12,289,566.00	(\$25,000.00)	\$24,000.00	\$12,288,566.00
McClure and Sons, Inc.	\$11,442,851.00	(\$14,000.00)	\$90,000.00	\$11,518,851.00
Rotschy, LLC	\$12,276,826.05	(\$40,647.54)	\$47,296.80	\$12,283,475.31
Slayden Constructors, Inc.	\$11,750,000.00	(\$30,000.00)	\$125,000.00	\$11,845,000.00

Bid Requirements & Review

In accordance with Section C-200: Instruction to Bidders & C-430: Bid Form, a responsive bid shall be defined as complying with all conditions set forth in the contract documents including submission of the following items:

1. A properly executed Bid Bond.
2. A completed and signed Certification of Employee Drug Testing Program.

Reference: Alder Creek Water Treatment Plant Upgrades Project – Bidder Recommendation Letter

3. Submission of the Confidentiality Statement.
4. A completed and signed Certification Regarding Lobbying.
5. Submission of the Six Good-Faith Efforts and documentation demonstrating that these six good faith efforts have been taken.
6. A completed First Tier Subcontractor Disclosure Form.
7. A completed Responsibility Determination Form
8. A completed and signed Bidder’s Qualifications form.
9. Acknowledgement of the published addenda.
10. A completed and signed bid form.
11. Attendance of the mandatory Pre-Bid Conference on November 20th, 2025

ID	Item	Completed, Included or Acknowledged				
		Emery & Sons Construction	James W. Fowler Co.	McClure and Sons, Inc.	Rotschy, LLC	Slayden Constructors, Inc.
1	Bid Bond	Yes	Yes	Yes	Yes	Yes
2	Certification of Employee Drug Testing Program	Yes	Yes	Yes	Yes	Yes
3	Confidentiality Statement	Yes	Yes	Yes	Yes	Yes
4	Certificate Regarding Lobbying	Yes	Yes	Yes	Yes	Yes
5	Disadvantaged Business Enterprises DBE Six Good Faith Efforts	Yes	Yes	Yes	No	No
6	Davis-Bacon Decision	Yes	Yes	Yes	No	Yes
7	First Tier Subcontractor Disclosure Form	Yes	Yes	Yes	Yes	Yes
8	Bidder Responsibility Determination Form	No	Yes	Yes	No	Yes
9	Addenda Acknowledgement	Yes	Yes	Yes	Yes	Yes
10	Bid Form Completion	Yes	Yes	Yes	Yes	Yes
11	Mandatory Attendance of the Pre-Bid Conference	Yes	Yes	Yes	Yes	Yes

In accordance with ORS 279C.375, Stantec has reviewed the apparent low Bidder’s, McClure and Sons, Inc., compliance with the responsibility criteria of ORS 297C.375 (3)(b). The following table summarizes the criteria and determination.

Reference: Alder Creek Water Treatment Plant Upgrades Project – Bidder Recommendation Letter

Para.	Section	Determination
A	Has available the appropriate financial, material, equipment, facility and personnel resources and expertise, or has the ability to obtain the resources and expertise, necessary to meet all contractual responsibilities.	Yes
B	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.	Yes
C	Is covered by liability insurance and other insurance in amounts the contracting agency requires in the solicitation documents.	Yes
D	Qualifies as a carrier-insured employer or a self-insured employer under ORS 656.407 (Qualifications of insured employers) or has elected coverage under ORS 656.128 (Sole proprietors, limited liability company members, partners, independent contractors may elect coverage by insurer).	Contractual requirement for Contract execution
E	Has made the disclosure required under ORS 279C.370 (First-tier subcontractor disclosure).	Yes
F	Completed previous contracts of a similar nature with a satisfactory record of performance. For purposes of this subparagraph, a satisfactory record of performance means that to the extent that the costs associated with and time available to perform a previous contract remained within the bidder's control, the bidder stayed within the time and budget allotted for the procurement and otherwise performed the contract in a satisfactory manner. The contracting agency shall document the bidder's record of performance if the contracting agency finds under this subparagraph that the bidder is not responsible.	Yes
G	Has a satisfactory record of integrity. The contracting agency in evaluating the bidder's record of integrity may consider, among other things, whether the bidder has previous criminal convictions for offenses related to obtaining or attempting to obtain a contract or subcontract or in connection with the bidder's performance of a contract or subcontract. The contracting agency shall document the bidder's record of integrity if the contracting agency finds under this subparagraph that the bidder is not responsible.	Yes
H	Is legally qualified to contract with the contracting agency.	Yes
I	Possesses an unexpired certificate that the Oregon Department of Administrative Services issued under ORS 279A.167 (Certification program for training in pay equity provisions of state law), if the bidder employs 50 or more full-time workers and submitted a bid for a procurement with an estimated contract price that exceeds \$500,000 in response to an advertisement or solicitation from a state contracting agency.	Yes
J	Has agreed in the bid or proposal to be bound by the terms and conditions of a community benefit contract, if the public improvement contract is a community benefit contract.	Yes
K	Supplied all necessary information in connection with the inquiry concerning responsibility. If a bidder fails to promptly supply information concerning responsibility that the contracting agency requests, the contracting agency shall determine the bidder's responsibility based on available information, or may find that the bidder is not responsible.	Yes

Bid Recommendation

Based on the review described above for the Contract, it is recommended that the City of Sandy award the Contract to the lowest responsive bidder, **McClure and Sons, Inc.** Furthermore, Stantec recommends awarding Alternate Item B (Filter #1 & #2 demo) for a total contract price of **\$11,532,851.00**. Regarding Alternative Bid Item A, It's our opinion that a deduction of \$14k to substitute the welded steel for bolted steel is not advantageous.

If you have any further questions/concerns/comments, please do not hesitate to reach out.

Sincerely,

Adam Odell PE
 Civil/Mechanical Engineer
 Direct: (503) 220-5409
Adam.Odell@stantec.com





STAFF REPORT

Meeting Type: City Council Meeting
Meeting Date: March 2, 2026
From: Gregory Brewster, IT Director/SandyNet General Manager
Subject: Community Survey Preliminary Results

DECISION TO BE MADE:

None. Staff will be presenting initial findings from the survey and seeking feedback and discussion on next steps.

APPLICABLE COUNCIL GOAL:

N/A

BACKGROUND / CONTEXT:

Back on December 15, 2025, City Council held a work session and discussed the scope, questions and proposed details for a community survey. During that meeting, Staff received feedback on the project, regarding its scope, the questions/sections that were offered and Council’s desired outcomes. Staff updated and finalized the list of questions for the survey and went live on January 26, 2026. The survey closed on February 23, 2026.

The survey was designed to poll opinions from the community on their level of quality or satisfaction from city services, as well as provided feedback on other City goals or initiatives. The survey allowed anyone to respond, and demographic information was gathered to help show where responses came from.

There were 89 questions asked over eight sections: Community Image, Community Connection and Forward Progress; Safety; Local Economy; Transportation and Mobility; Parks and Recreation; Library; Public Engagement; and Quality of Life. The last question of each section gave respondents the opportunity to write in and share any additional comments with the City.

KEY CONSIDERATIONS / ANALYSIS:

The survey was live and available online for almost a month, and during that time received 1091 responses. Of those responses, 797 were from within Sandy city limits, and 199 responses came from those outside city limits, but within the 97055 zip code. The average survey time was 21 minutes and 77% of respondents completed the survey. Across all eight sections, 1824 comments were collected.

Section	Write-in Comments
Community Image, Community Connection and Forward Progress	447
Safety	318
Local Economy	293
Transportation and Mobility	137
Parks and Recreation	245
Library	121
Public Engagement	104
Quality of Life	155

Staff have done their best to scrub through and make sure there was no personally identifiable information in the comments, otherwise all comments were unaltered.

Responses were gathered entirely online, and Staff mailed out three paper copies of the survey but received zero of them back. Most of the traffic to the survey was driven through Facebook, under a boosted post that was placed on the City of Sandy's Facebook page. While paying to drive traffic for a survey may seem unusual, it did consistently bring in responses over the last month. Staff did not target individuals or groups specifically, and left Facebook and its algorithm to determine the best audience and how to reach them. The only parameter that the City placed on its advertisement was a five-mile focus around downtown Sandy, covering the entire city.

Sampling and Benchmarking

Staff chose to use a non-probability sampling for gathering responses. Responses came in from sources like Facebook, the City of Sandy website, the Sandy Standard newspaper and Sandy Source newsletter, and are best represented as a random audience. Many community surveys send out survey packets to a fixed number of individuals by mailing the questions directly to an individual, which is a more specific form of sampling. The way that Staff conducted its survey isn't necessarily wrong, but it is important to note that it is traditionally different from other community surveys. Responses may be under or oversampled among the sections, and its audience.

For the preliminary assessment, Staff has filtered out responses that came from outside Sandy city limits. Demographic information was used to gather the zip code and area where a respondent lived and makes filtering out data easier to work with. With the 797 responses from within city limits, and an estimated population of 13,000, exactly 797 responses were needed to achieve a 98% confidence and 4% margin of error.

When comparing Sandy to other cities that have performed similar surveys, the questions often do not match up entirely, and results may be skewed. Some cities formulate their questions to push respondents to one side or another, which may not accurately represent a respondent's true feelings. For example, the City of Milwaukie did not use the response fair or neutral as their middle responses, but rather *I Don't Know*. Staff attempted to provide enough responses to reduce the amount of compromise that respondents might feel when answering and used the term fair or neutral/indifferent

for the survey's middle response. Traditionally, fair is not a positive response, and in many cases may be borderline negative. This is something that became difficult for Staff to consider when analyzing results, and future surveys should consider reviewing neutral answers to make sure that answers are collected as accurately as possible.

For this survey, Staff did not consider neutral or fair answers to be good, nor bad, and offers it as one of three outcomes.

Preliminary Result Highlights

Demographics. Demographic information is gathered at the beginning of the survey including residence, age and years spent living in Sandy. 73% of respondents live within city limits and 17% live outside of city limits. A majority of respondents have lived in Sandy for 10 years or more; 20% of respondents have lived in Sandy between 6 and 10 years; 15% between 3-5 years, and 8.2% have lived in Sandy for two or fewer years. Less than 12% of respondents rent homes, and nearly 86% live in single family homes, with the remaining percentage being apartments, townhomes, condos and duplexes. Age ranges for 30-39, 40-49, 50-64 and 65+ years of age averaged between 20-25% each and less than 5% of respondents were between 18-29 years old.

Community Image, Community Connection and Forward Progress. For overall City of Sandy reputation, 11% say it was poor, 30% were neutral and 59% said that it was good. Likewise, when comparing Sandy to other cities, 67% of respondents said Sandy was better, and 23% said that it was fair/similar with other cities. Over 70% of respondents are likely to remain in Sandy for the next five years, 14% were unsure if they will remain in town and 16% said they were likely to move out of Sandy.

When asked about whether or not Sandy was moving in the right direction, the responses were mixed. 41% said that Sandy was moving in the wrong direction, 35% were indifferent and 25% said that Sandy was moving in the right direction. It's good to note that this question is general and is likely influenced by a multitude of factors. Statistical analysis may help identify some of the factors that may be influencing responses, such as 79, *How informed do you believe that you are on City of Sandy related projects, goals and issues?*

Safety. 79% of respondents feel safe in Sandy, and 18% say that their level of safety is fair. Less than 3% of respondents feel unsafe in Sandy. Similarly, 82% of respondents feel safe in their neighborhood. 71% of respondents rate the Sandy Police Department's services as good or excellent and 19% are neutral.

Ranking the importance of safety concerns doesn't allow respondents to make tradeoffs when answering questions. As a result, responses can often get stacked and the result ends up being an increased level of importance across the responses, despite Staff or department capacity. 80% of respondents feel that traffic and speed enforcement in Sandy is important, and 92% feel that theft prevention is important. When it comes to community policing, 82% of respondents feel that it is important for the community.

There was no consensus among the community about the benefit of red-light cameras or speed cameras. 36% feel that they would not provide a benefit to the community, 25% are neutral or indifferent on the subject and 37% feel that they would be useful.

Local Economy. A majority of respondents are indifferent in their opinion of the overall economic health in Sandy. 45% say it is fair, 33% say it is good and 22% say it is poor. That trend is similar for questions regarding Sandy being a good place to work, a good place to visit and the variety of businesses and

service establishments in Sandy. When it comes to employment opportunities, 41% of respondents say that it is poor and 36% say it is fair. Over half of the respondents say that it is important that the City invest in economic development, and 75% of respondents say that it is important that the City continue to invest in city owned and operated infrastructure.

When it comes to goods or services that respondents leave Sandy to get, the top five responses include healthcare, retail, entertainment, hospitality and professional services.

Category	Response Rate
Healthcare	77%
Retail Stores	72%
Entertainment	68%
Hospitality	40%
Professional Services	39%

Respondents said that the biggest livability issue that Sandy faces is utilities and infrastructure with 61% saying that it is either an important or very important issue.

Transportation and Mobility. For streets and ease of travel, 59% of respondents feel that traffic on major city streets is good or excellent, with 31% feeling indifferent. This response changes for downtown and highway sections of Sandy, where 43% of respondents said that traffic flow is poor and 38% were indifferent.

For the cost to ride the Sandy Area Metro (SAM), 74% of respondents answered that the price is correct, and 26% feel that the cost is too cheap.

Parks and Recreation. 73% of respondents say that the quality of Sandy's parks is either good or excellent, and 22% have a neutral response. Of the respondents who answered, 80% had a positive opinion of Sandy's Winterfest program, and 16% said it was fair.

At the Community/Senior Center, 83% of respondents who visited in the past year had a good or excellent experience.

Library. The most popular service at the library continues to be the offering of physical materials, such as books and magazines, with 75%. The second most popular service is the eBook and audiobook offering at 26% of respondents. 78% of respondents say that the level of technology offered by the library is either good or excellent and 20% say that it is fair. Likewise, 74% of respondents say that the level of electronic materials is good or excellent, with 21% saying that they are fair.

Public Engagement. About 47% of respondents interacted with the City in some way over the last year for either help or information. Of those respondents, 67% had good or excellent experiences. Note that this question does not mention interacting with Staff directly, but it is assumed that most responses required at least some interaction with Staff. Seventy respondents or 11% stated that they had attended a city public meeting in the last 12 months. The question mentioned that a city public meeting was not a school district or county board meeting. 31% of respondents say they are uninformed when it comes to City of Sandy related projects, goals and issues. 60% say they are somewhat informed, and only 9% feel they are very informed.

Quality of Life. Most respondents had positive opinions about their quality of life, and 84% say it is either good or excellent. That number decreases to 67% when respondents were asked about the community's overall quality of life.

Publishing and Making Data Public

Staff will be publishing working documents for the Council and public to download and use for future insight or research. Staff have been working on a web page that will allow the data to be filtered live and provide insight and compare questions and answers against each other.

BUDGET IMPACT:

N/A

RECOMMENDATION:

Staff respectfully request that the City Council provide feedback and next steps for analyzing and using the survey results.

SUGGESTED MOTION LANGUAGE:

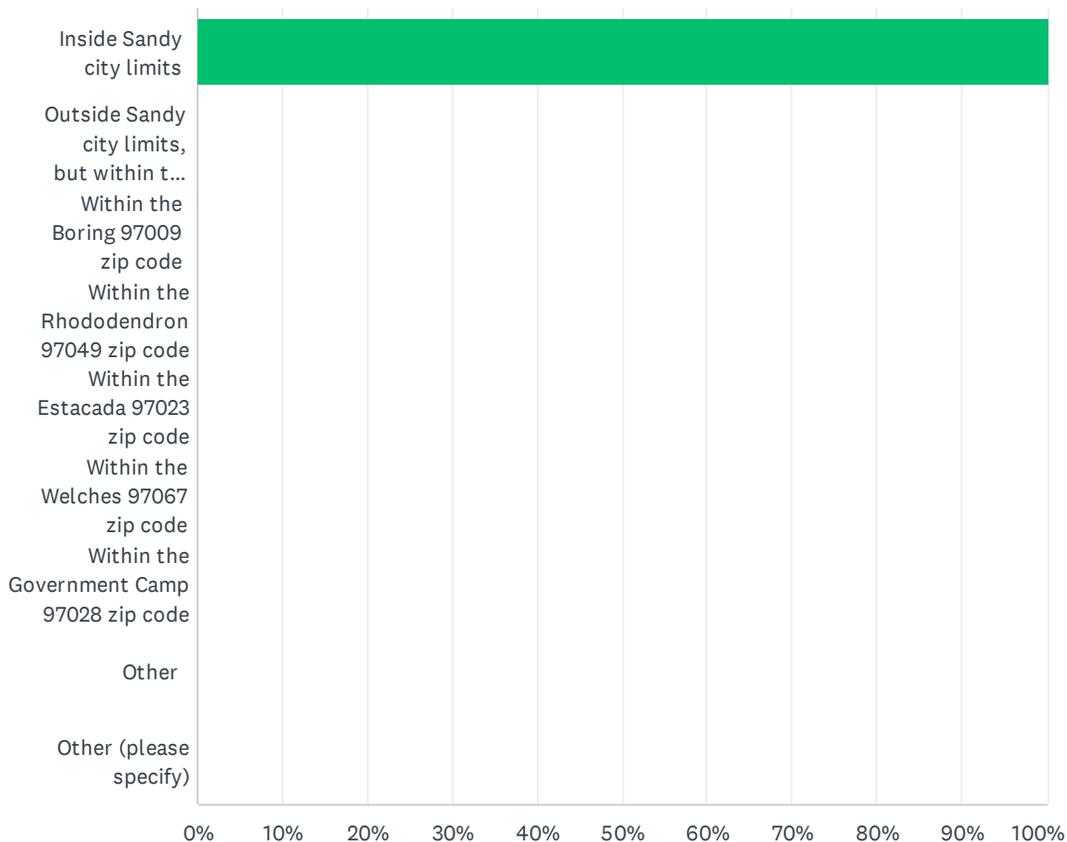
N/A

LIST OF ATTACHMENTS / EXHIBITS:

- A: Question List
- B: Filtered Survey Responses

Q1 Where do you primarily reside?

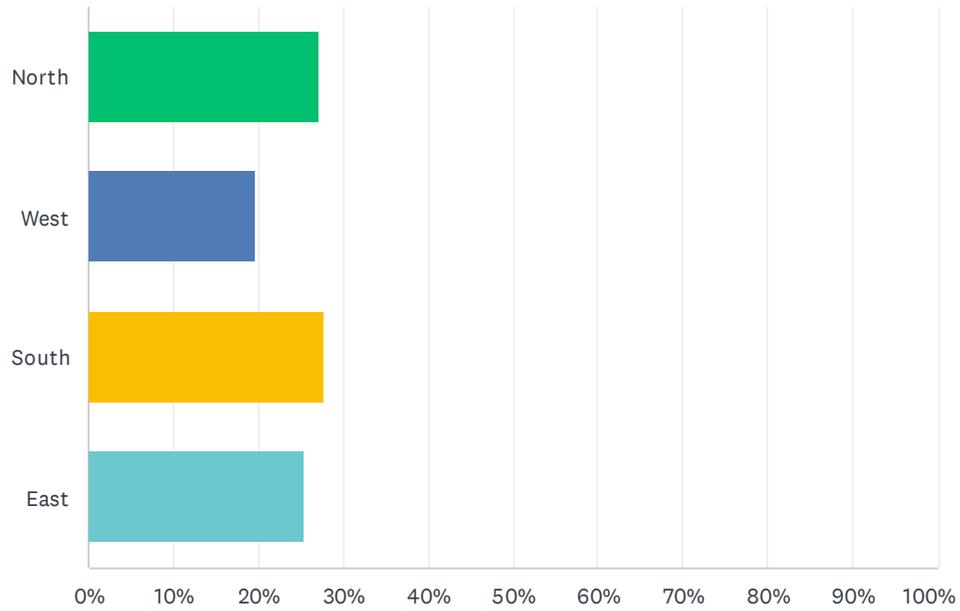
Answered: 797 Skipped: 0



ANSWER CHOICES	RESPONSES	
Inside Sandy city limits	100.00%	797
Outside Sandy city limits, but within the Sandy 97055 zip code	0.00%	0
Within the Boring 97009 zip code	0.00%	0
Within the Rhododendron 97049 zip code	0.00%	0
Within the Estacada 97023 zip code	0.00%	0
Within the Welches 97067 zip code	0.00%	0
Within the Government Camp 97028 zip code	0.00%	0
Other	0.00%	0
Other (please specify)	0.00%	0
TOTAL		797

Q2 What section of Sandy do you reside in? (Use the sections in the image below)

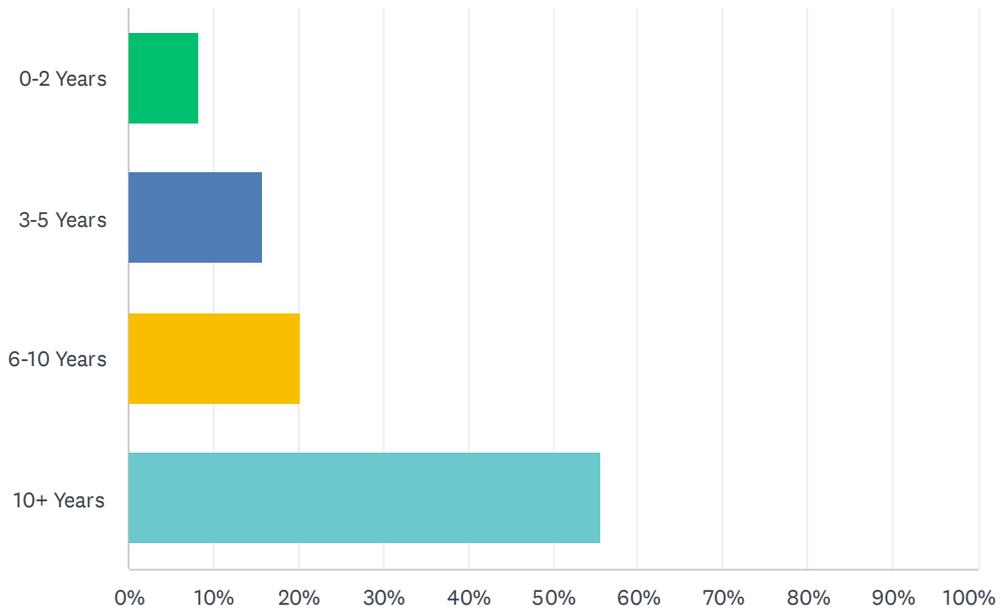
Answered: 767 Skipped: 30



ANSWER CHOICES	RESPONSES	
North	27.09%	198
West	19.70%	144
South	27.77%	203
East	25.44%	186
TOTAL		731

Q3 How many years have you lived in Sandy?

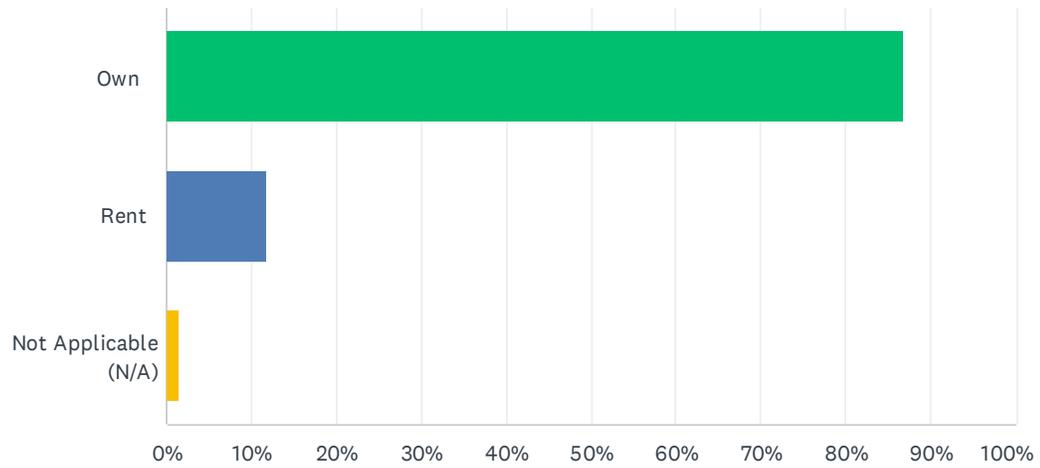
Answered: 778 Skipped: 19



ANSWER CHOICES	RESPONSES	
0-2 Years	8.26%	64
3-5 Years	15.87%	123
6-10 Years	20.26%	157
10+ Years	55.61%	431
TOTAL		775

Q4 Do you own or rent

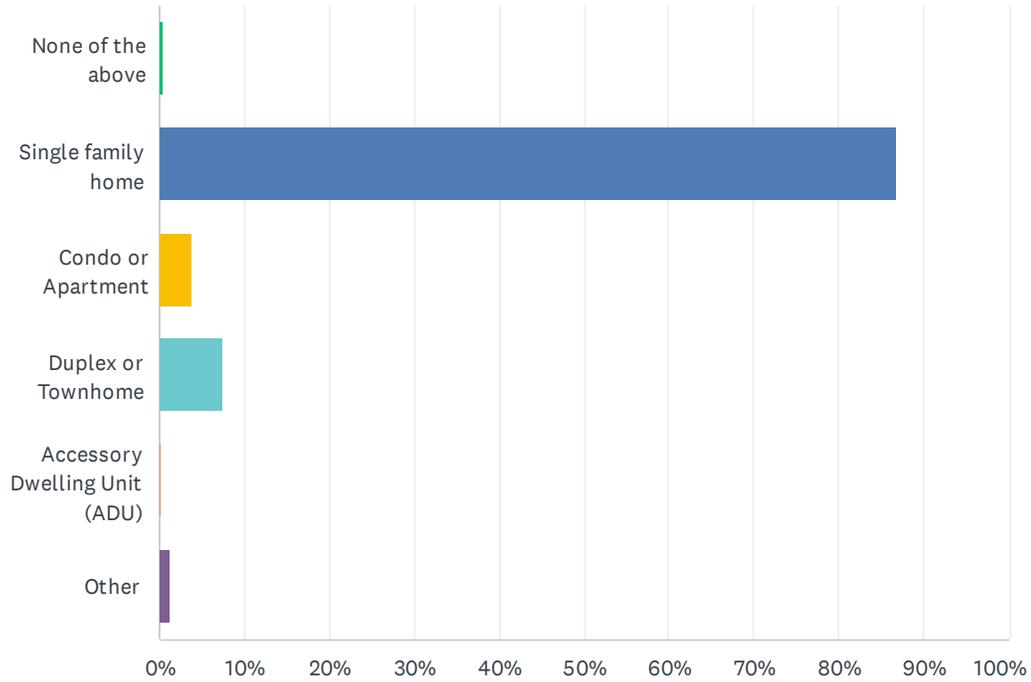
Answered: 775 Skipped: 22



ANSWER CHOICES	RESPONSES	
Own	86.76%	662
Rent	11.80%	90
Not Applicable (N/A)	1.44%	11
TOTAL		763

Q5 What type of residence do you reside in?

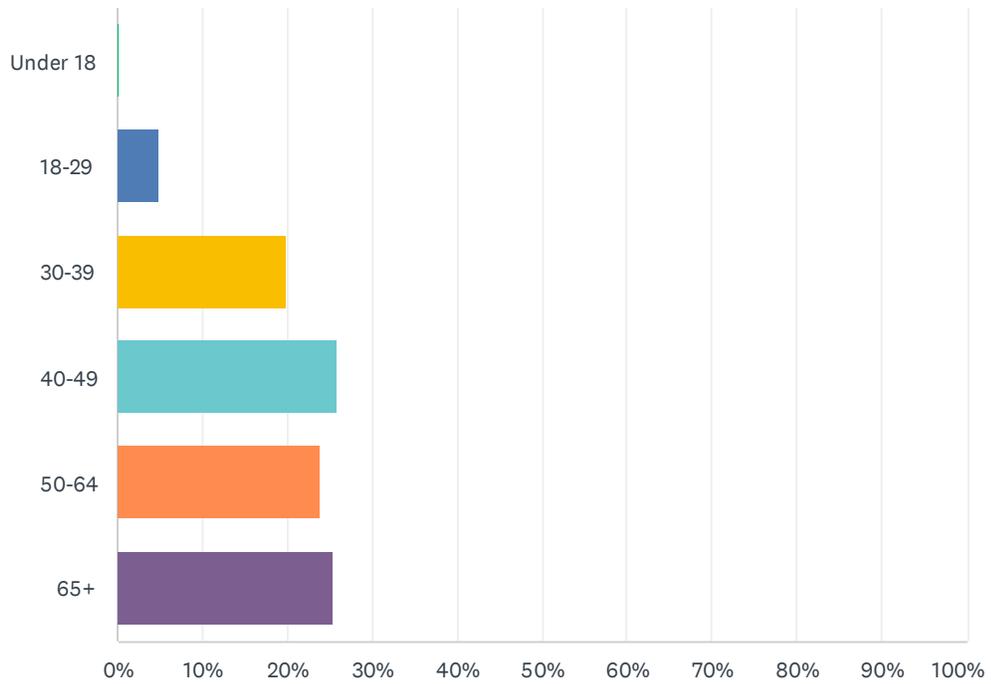
Answered: 777 Skipped: 20



ANSWER CHOICES	RESPONSES
None of the above	0.52% 4
Single family home	86.70% 665
Condo or Apartment	3.91% 30
Duplex or Townhome	7.56% 58
Accessory Dwelling Unit (ADU)	0.13% 1
Other	1.17% 9
TOTAL	767

Q6 What is your age?

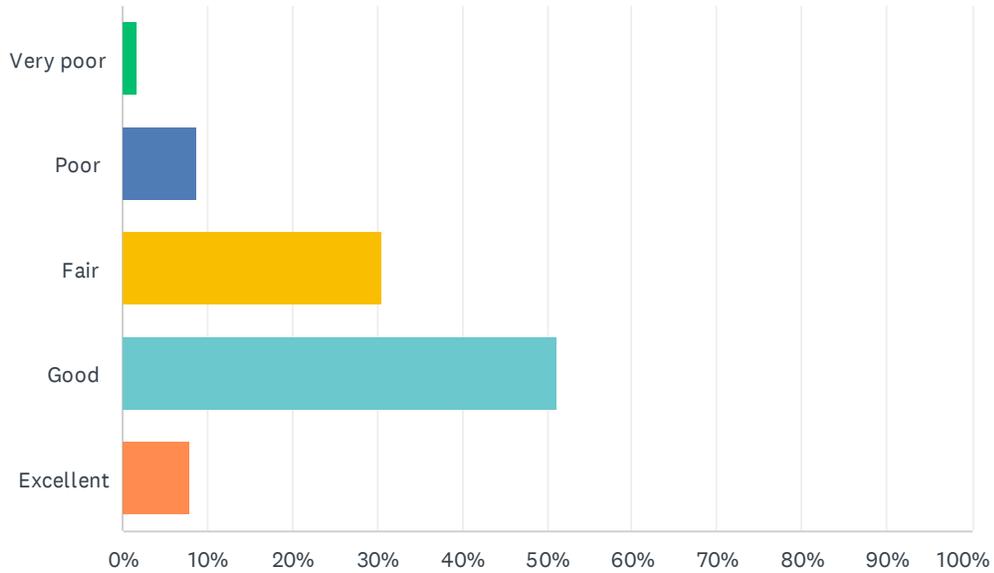
Answered: 777 Skipped: 20



ANSWER CHOICES	RESPONSES
Under 18	0.26% 2
18-29	4.86% 37
30-39	19.84% 151
40-49	25.76% 196
50-64	23.92% 182
65+	25.36% 193
TOTAL	761

Q7 How would you rate the City of Sandy's reputation?

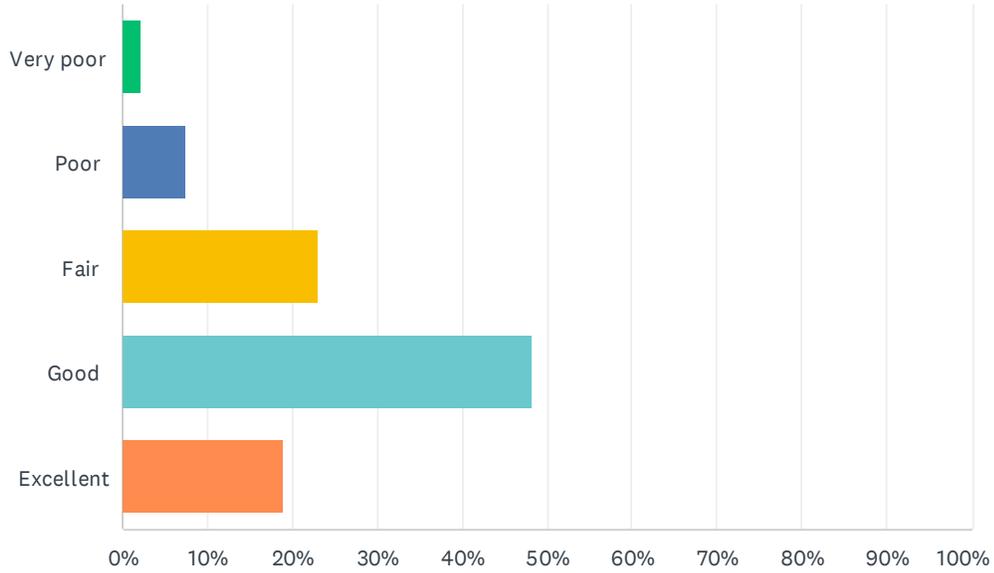
Answered: 754 Skipped: 43



ANSWER CHOICES	RESPONSES	
Very poor	1.73%	13
Poor	8.78%	66
Fair	30.45%	229
Good	51.20%	385
Excellent	7.85%	59
TOTAL		752

Q8 How would you rate the City of Sandy's reputation as compared to neighboring communities and cities (Estacada, Gresham, Troutdale, Welches, etc)?

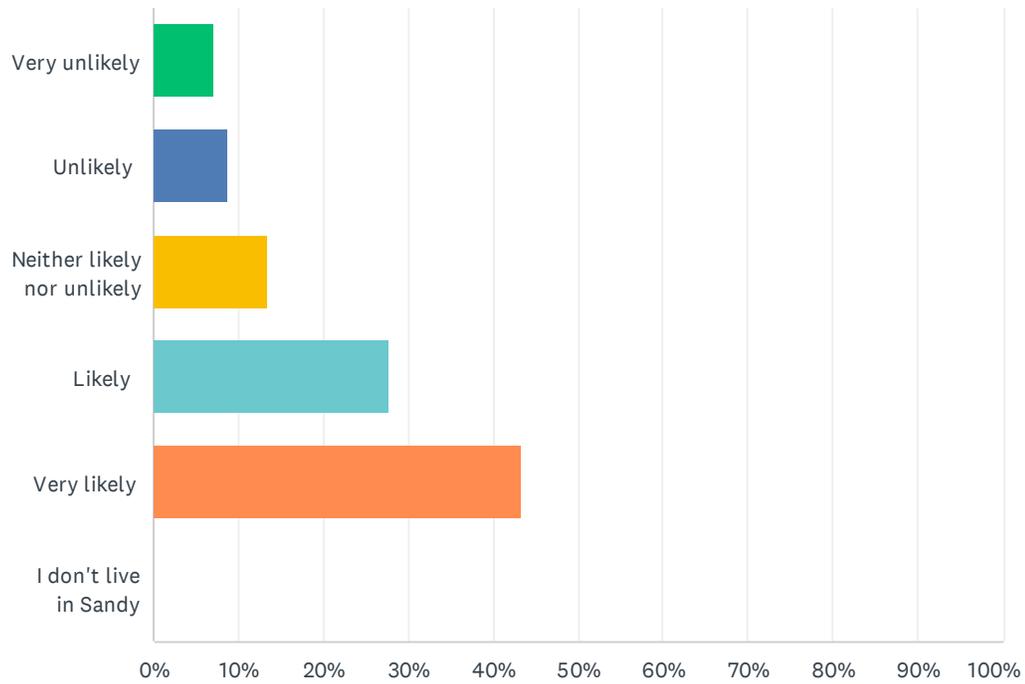
Answered: 752 Skipped: 45



ANSWER CHOICES	RESPONSES	
Very poor	2.15%	16
Poor	7.53%	56
Fair	23.12%	172
Good	48.25%	359
Excellent	18.95%	141
TOTAL		744

Q9 How likely are you remain in Sandy for the next five years?

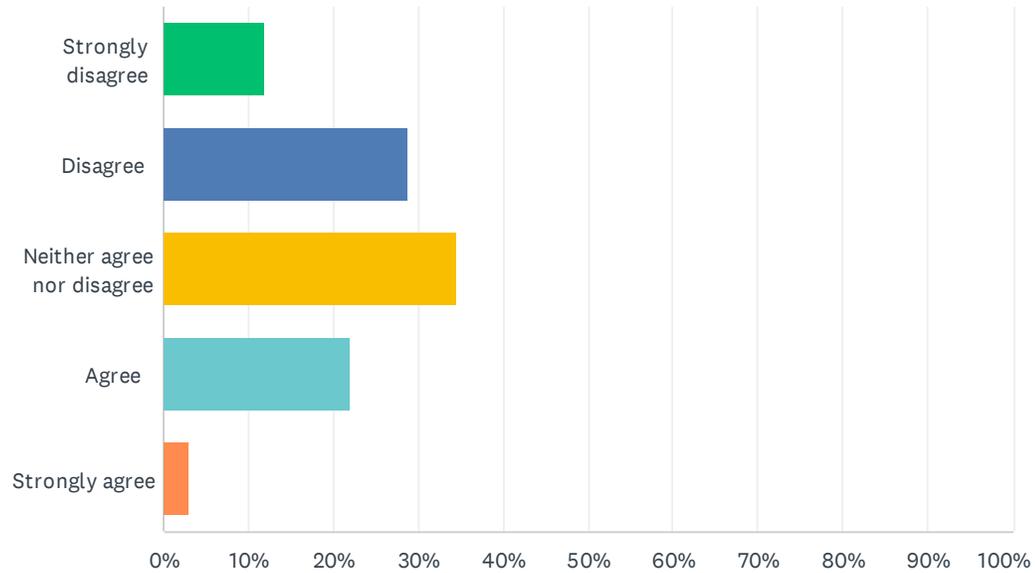
Answered: 753 Skipped: 44



ANSWER CHOICES	RESPONSES	
Very unlikely	6.95%	52
Unlikely	8.69%	65
Neither likely nor unlikely	13.50%	101
Likely	27.67%	207
Very likely	43.18%	323
I don't live in Sandy	0.00%	0
TOTAL		748

Q10 How much would you agree that Sandy is moving in the right direction?

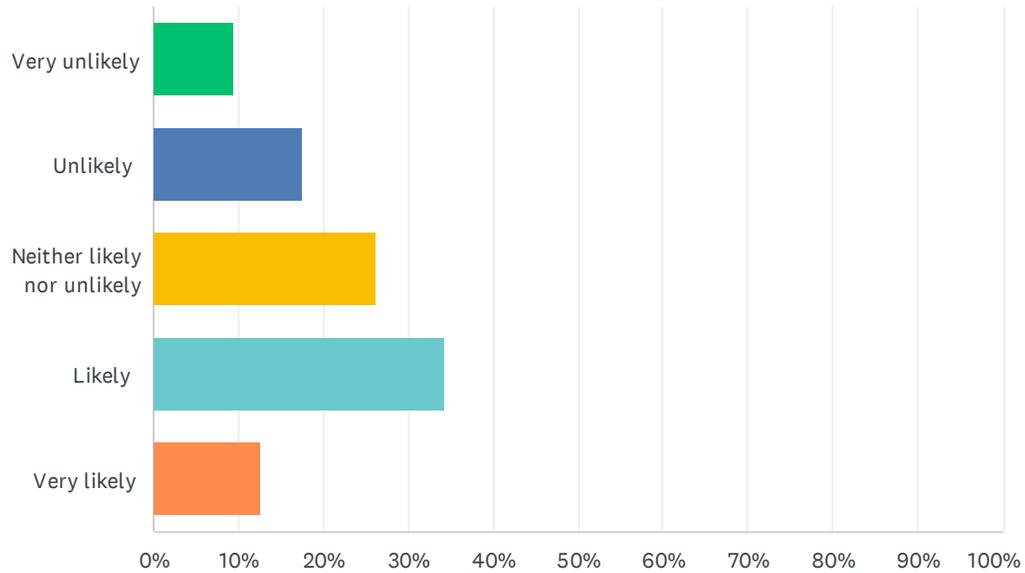
Answered: 754 Skipped: 43



ANSWER CHOICES	RESPONSES	
Strongly disagree	12.02%	90
Disagree	28.70%	215
Neither agree nor disagree	34.45%	258
Agree	21.90%	164
Strongly agree	2.94%	22
TOTAL		749

Q11 How likely are you to recommend Sandy to someone as a place to live?

Answered: 753 Skipped: 44



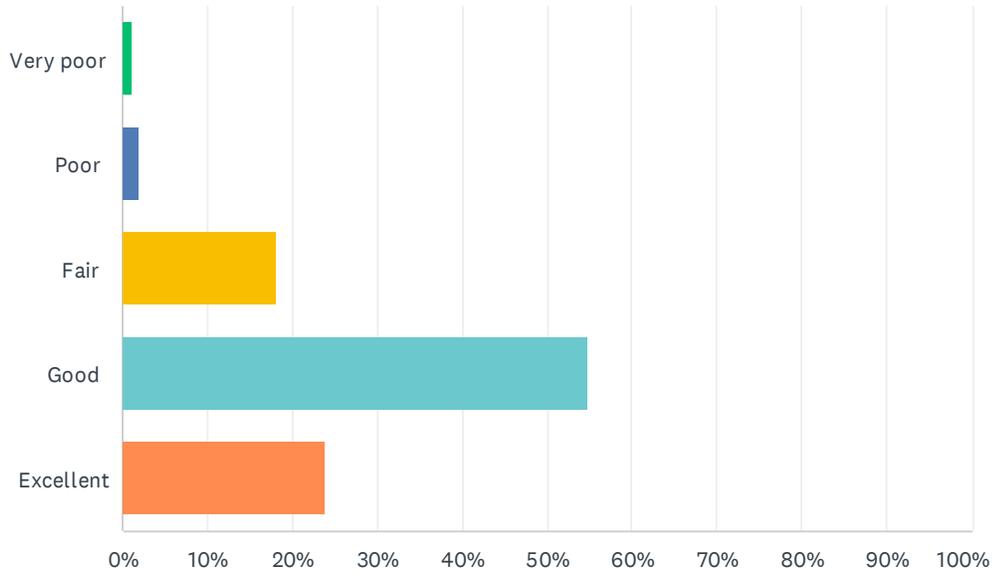
ANSWER CHOICES	RESPONSES	
Very unlikely	9.31%	70
Unlikely	17.55%	132
Neither likely nor unlikely	26.33%	198
Likely	34.31%	258
Very likely	12.50%	94
TOTAL		752

Q12 (Optional) Please use the space below to provide any feedback or comments you might have about Sandy's community image, connections or forward progress.

Answered: 340 Skipped: 457

Q13 How would you rate your overall feeling of safety in Sandy?

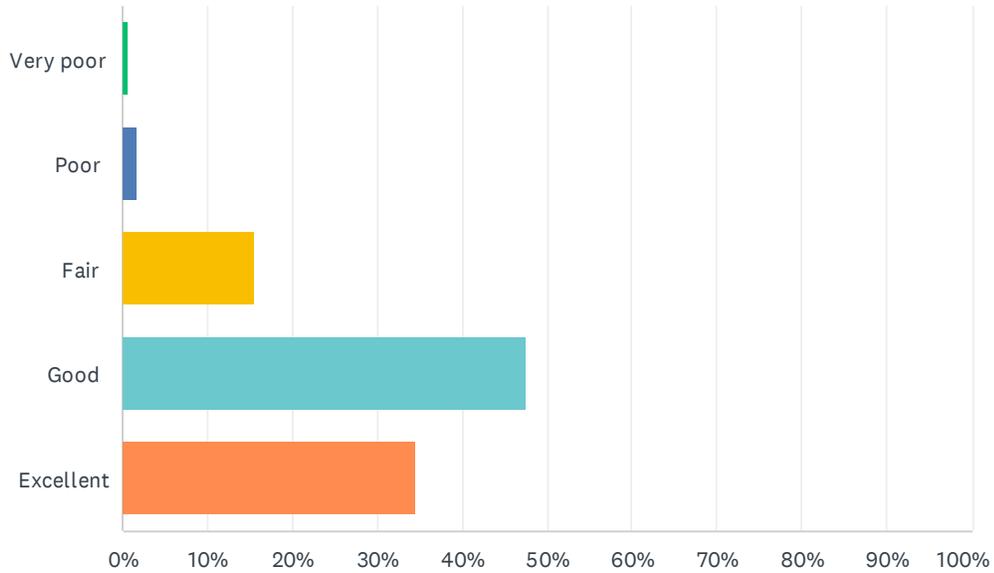
Answered: 750 Skipped: 47



ANSWER CHOICES	RESPONSES	
Very poor	1.07%	8
Poor	2.00%	15
Fair	18.16%	136
Good	54.87%	411
Excellent	23.90%	179
TOTAL		749

Q14 How would you rate your feeling of safety in your neighborhood?

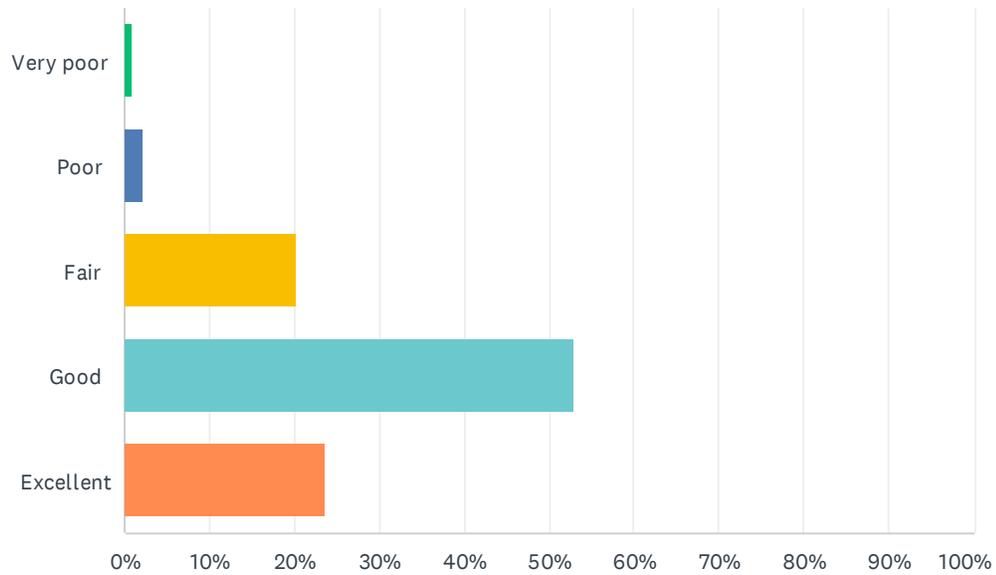
Answered: 748 Skipped: 49



ANSWER CHOICES	RESPONSES	
Very poor	0.67%	5
Poor	1.60%	12
Fair	15.64%	117
Good	47.59%	356
Excellent	34.49%	258
TOTAL		748

Q15 How would you rate your feeling of safety in downtown Sandy?

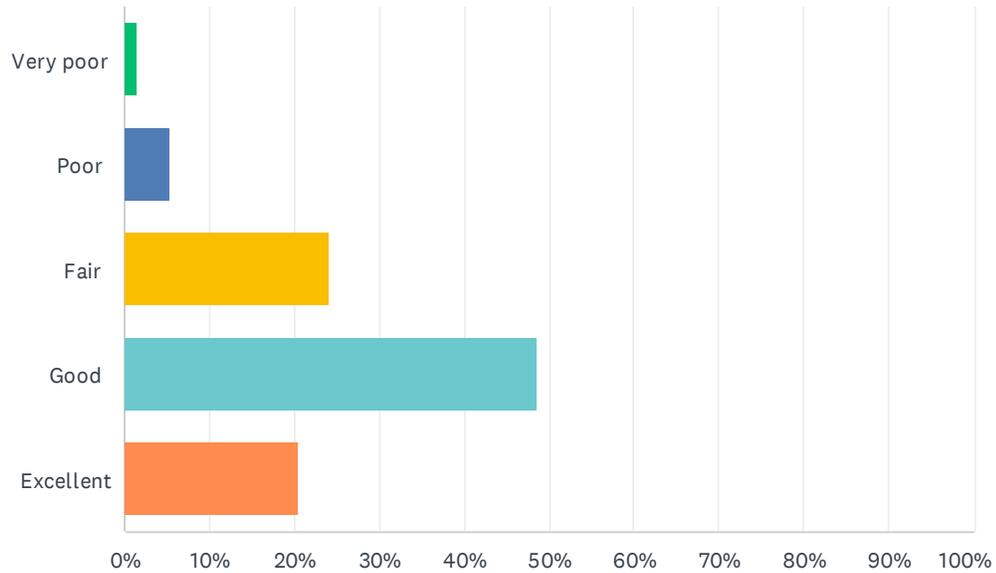
Answered: 749 Skipped: 48



ANSWER CHOICES	RESPONSES	
Very poor	0.93%	7
Poor	2.14%	16
Fair	20.29%	152
Good	52.87%	396
Excellent	23.77%	178
TOTAL		749

Q16 How would you rate your feeling of safety in public spaces (parks, city buildings, libraries, bus stations and plazas)?

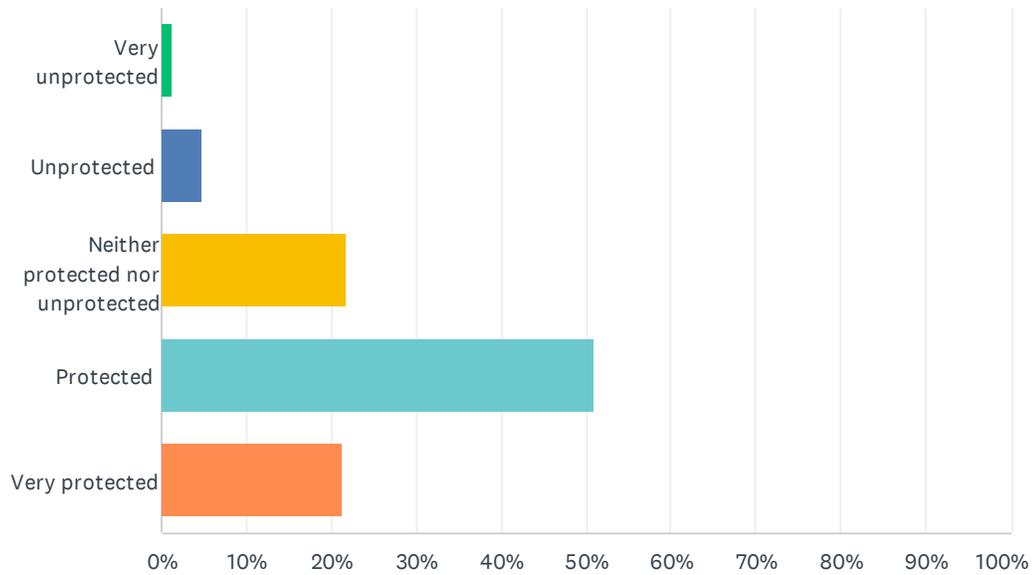
Answered: 749 Skipped: 48



ANSWER CHOICES	RESPONSES	
Very poor	1.49%	11
Poor	5.41%	40
Fair	24.19%	179
Good	48.51%	359
Excellent	20.41%	151
TOTAL		740

Q17 How would you rate your level of protection from violent crimes?

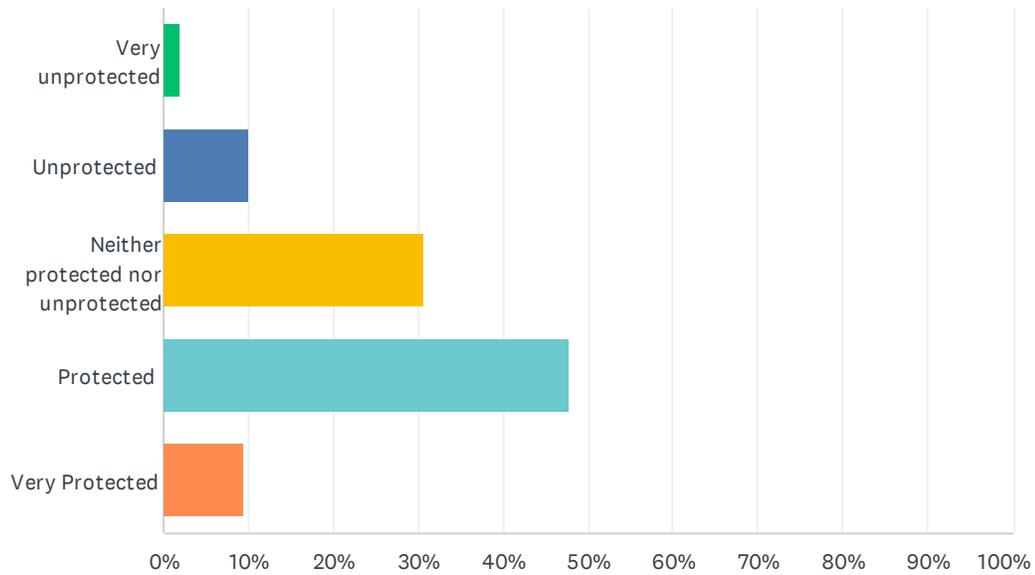
Answered: 726 Skipped: 71



ANSWER CHOICES	RESPONSES	
Very unprotected	1.26%	9
Unprotected	4.62%	33
Neither protected nor unprotected	21.85%	156
Protected	50.98%	364
Very protected	21.29%	152
TOTAL		714

Q18 How would you rate your level of protection from property crimes?

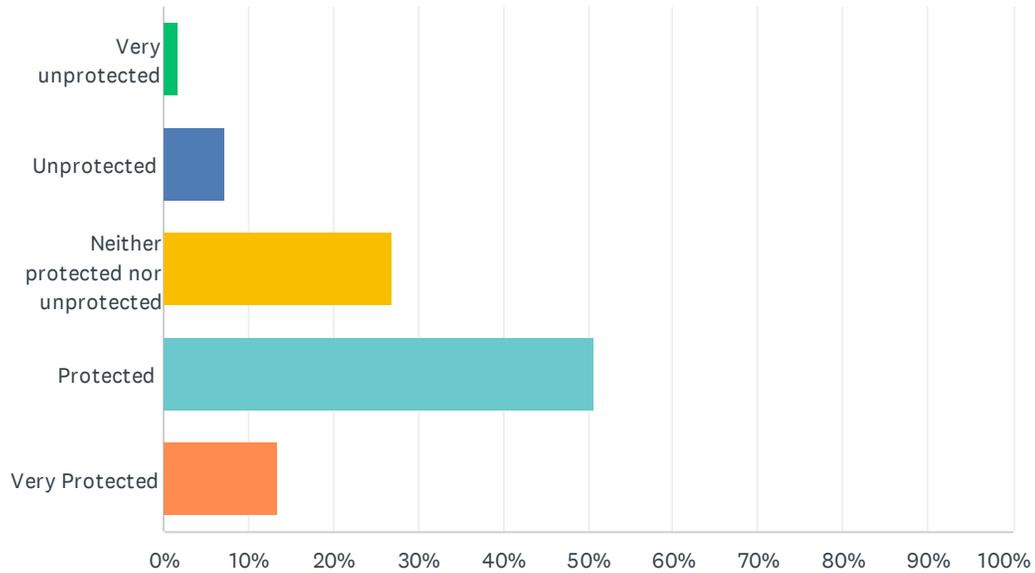
Answered: 724 Skipped: 73



ANSWER CHOICES	RESPONSES	
Very unprotected	1.97%	14
Unprotected	9.99%	71
Neither protected nor unprotected	30.80%	219
Protected	47.82%	340
Very Protected	9.42%	67
TOTAL		711

Q19 How would you rate your level of protection from fires, floods and other natural disasters?

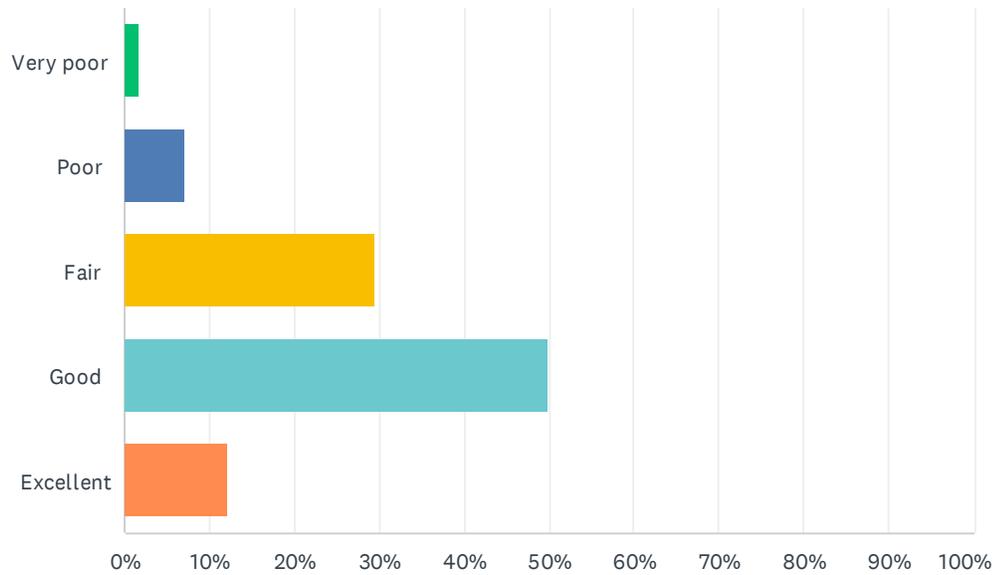
Answered: 725 Skipped: 72



ANSWER CHOICES	RESPONSES	
Very unprotected	1.66%	12
Unprotected	7.21%	52
Neither protected nor unprotected	26.91%	194
Protected	50.76%	366
Very Protected	13.45%	97
TOTAL		721

Q20 How would you rate the level of crime prevention in Sandy?

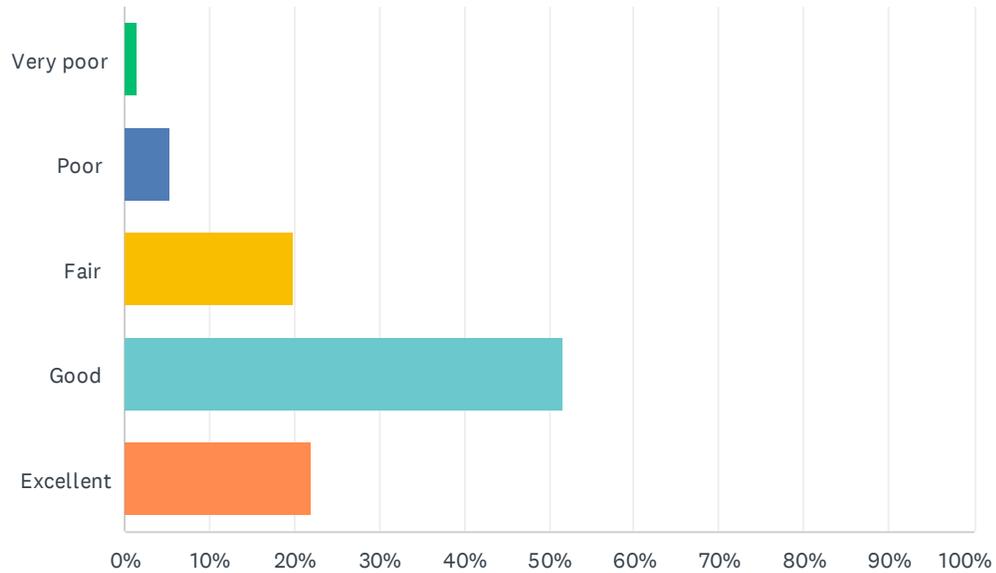
Answered: 725 Skipped: 72



ANSWER CHOICES	RESPONSES	
Very poor	1.70%	12
Poor	6.93%	49
Fair	29.42%	208
Good	49.79%	352
Excellent	12.16%	86
TOTAL		707

Q21 How would you rate the level police services from the Sandy Police Department?

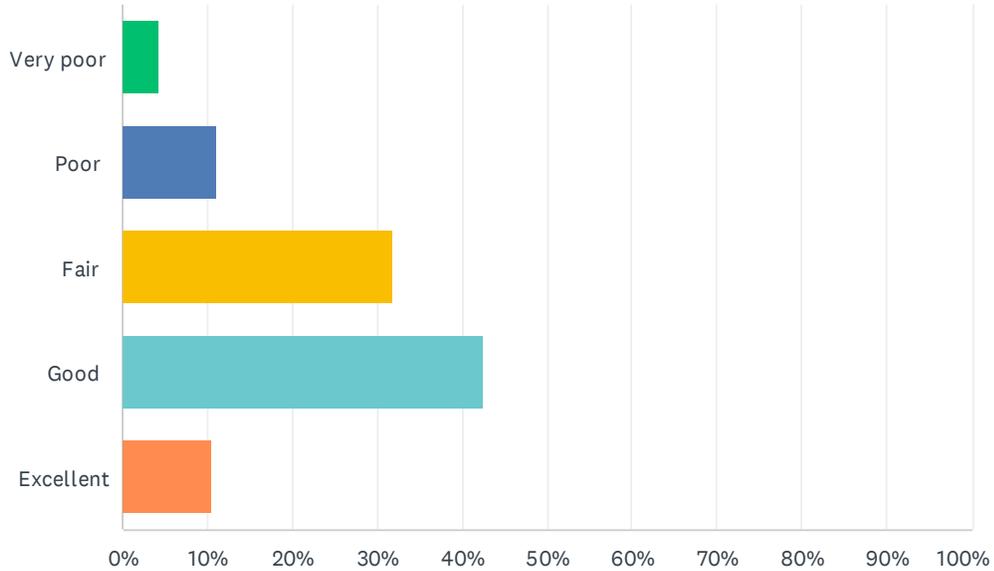
Answered: 724 Skipped: 73



ANSWER CHOICES	RESPONSES	
Very poor	1.42%	10
Poor	5.26%	37
Fair	19.91%	140
Good	51.49%	362
Excellent	21.91%	154
TOTAL		703

Q22 How would you rate the level of animal control and other code enforcement services in Sandy?

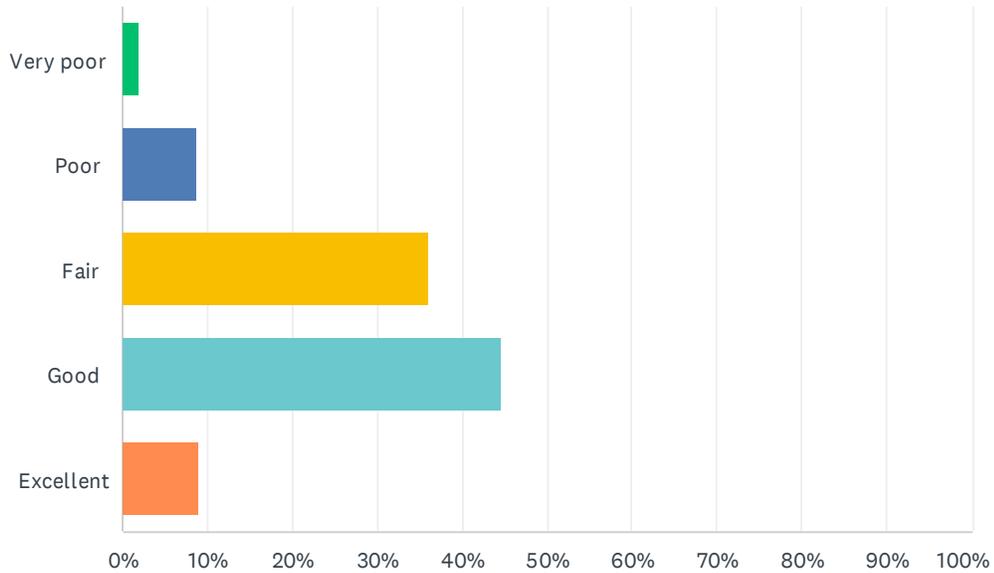
Answered: 724 Skipped: 73



ANSWER CHOICES	RESPONSES	
Very poor	4.35%	29
Poor	11.11%	74
Fair	31.68%	211
Good	42.49%	283
Excellent	10.36%	69
TOTAL		666

Q23 How would you rate the overall level of the Sandy community's emergency preparedness?

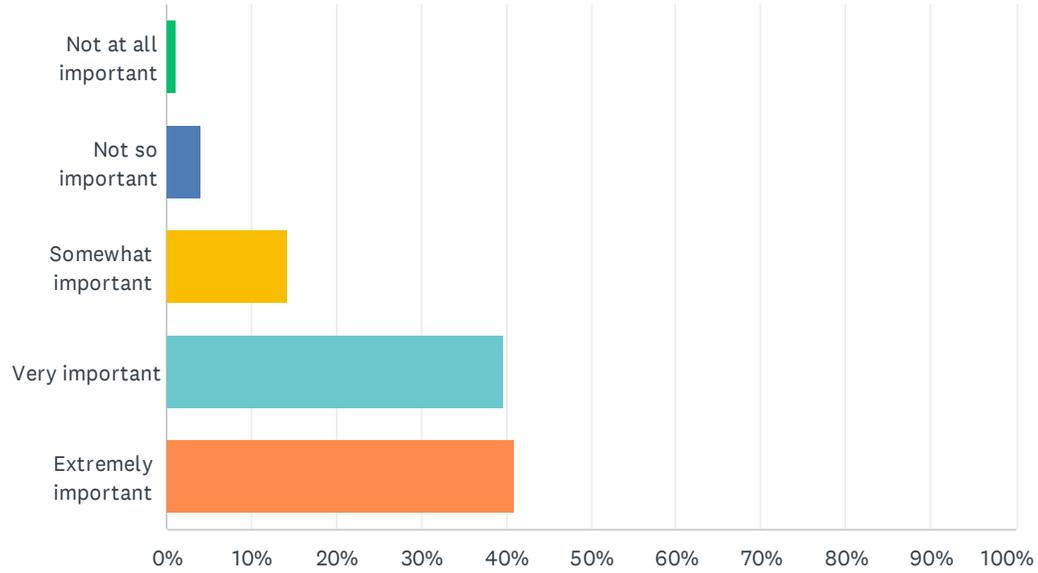
Answered: 717 Skipped: 80



ANSWER CHOICES	RESPONSES	
Very poor	1.83%	12
Poor	8.72%	57
Fair	36.09%	236
Good	44.50%	291
Excellent	8.87%	58
TOTAL		654

Q24 Please rate the importance of having visual representation of law enforcement in Sandy (Seeing police cars patrolling, performing traffic stops, presence at community events, parks, etc.).

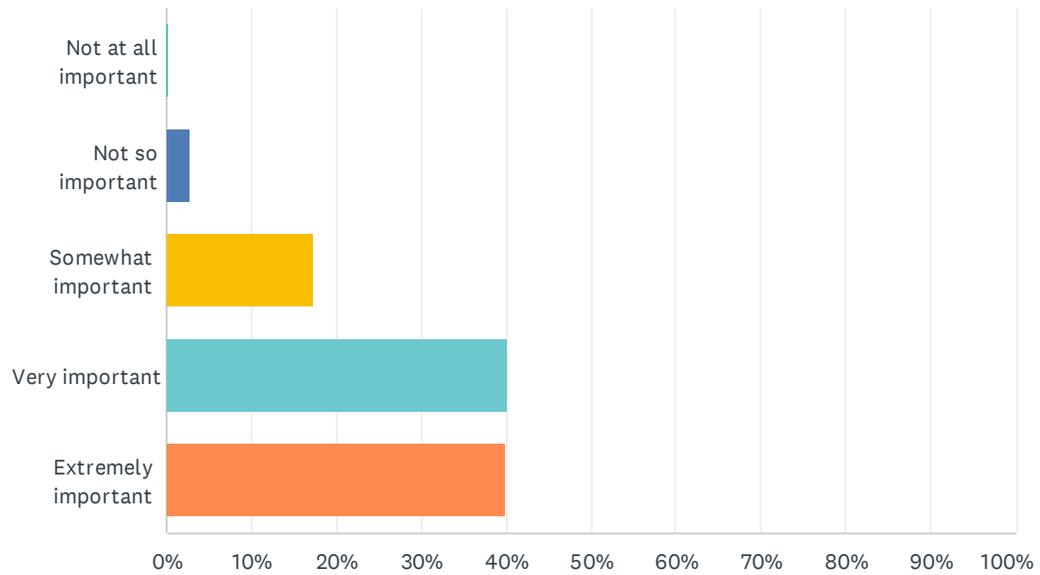
Answered: 700 Skipped: 97



ANSWER CHOICES	RESPONSES
Not at all important	1.00% 7
Not so important	4.02% 28
Somewhat important	14.20% 99
Very important	39.74% 277
Extremely important	41.03% 286
TOTAL	697

Q25 Please rate the importance of traffic and speed enforcement in Sandy.

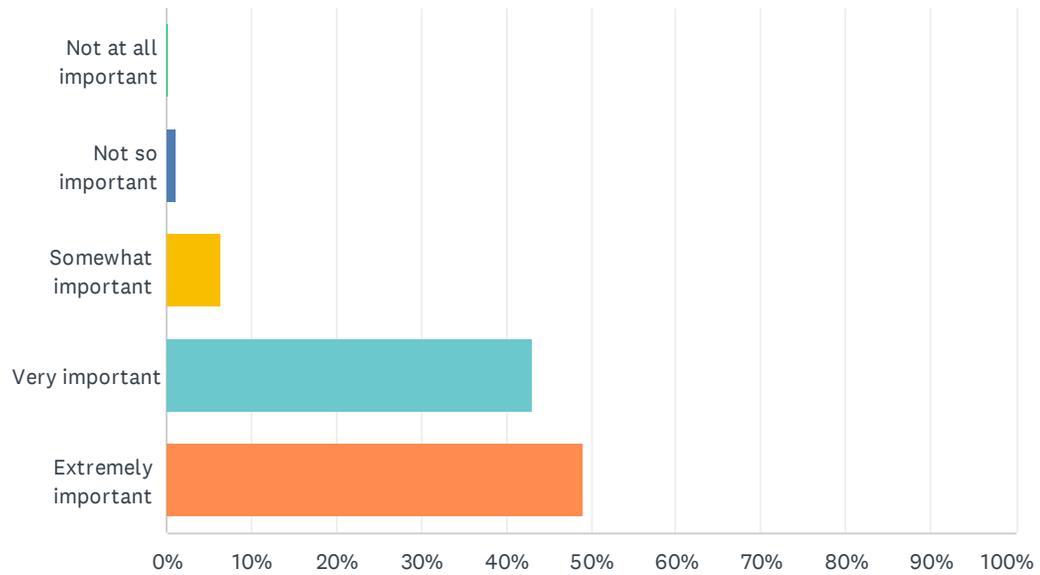
Answered: 700 Skipped: 97



ANSWER CHOICES	RESPONSES	
Not at all important	0.14%	1
Not so important	2.72%	19
Somewhat important	17.31%	121
Very important	40.06%	280
Extremely important	39.77%	278
TOTAL		699

Q26 Please rate the importance of theft prevention in Sandy.

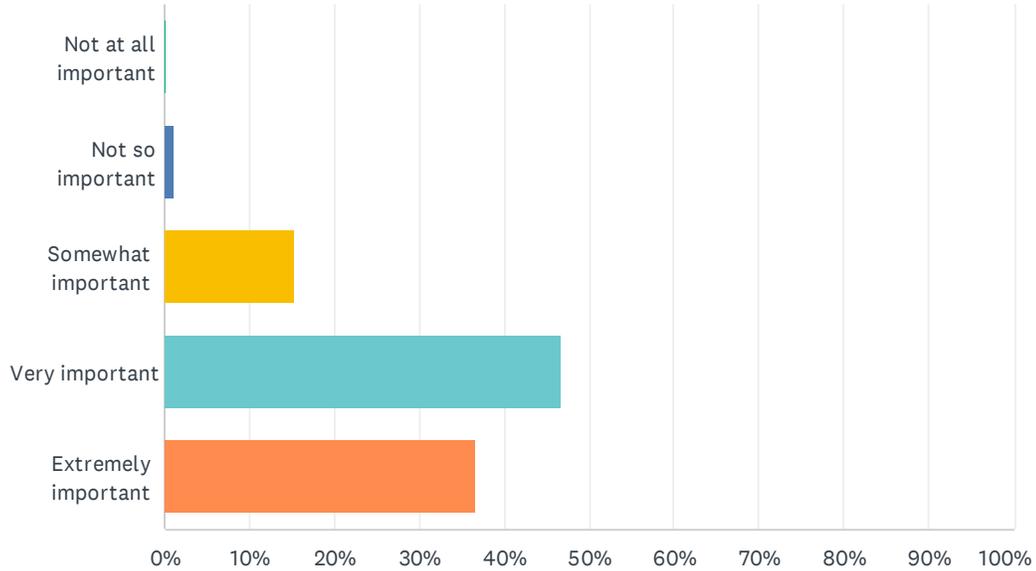
Answered: 698 Skipped: 99



ANSWER CHOICES	RESPONSES	
Not at all important	0.29%	2
Not so important	1.01%	7
Somewhat important	6.47%	45
Very important	43.10%	300
Extremely important	49.14%	342
TOTAL		696

Q27 Please rate the importance of community policing and public education of law enforcement. Community policing is engagement with the community to understand the community's public safety concerns.

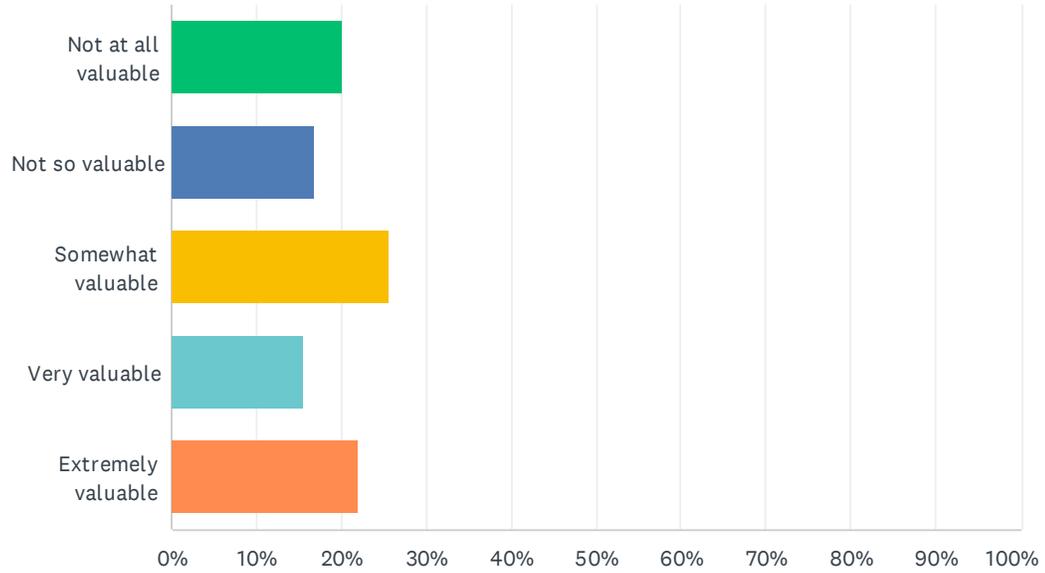
Answered: 695 Skipped: 102



ANSWER CHOICES	RESPONSES
Not at all important	0.15% 1
Not so important	1.16% 8
Somewhat important	15.28% 105
Very important	46.72% 321
Extremely important	36.68% 252
TOTAL	687

Q28 How much would you agree that red light traffic cameras or speed cameras would be valuable to the Sandy community?

Answered: 699 Skipped: 98



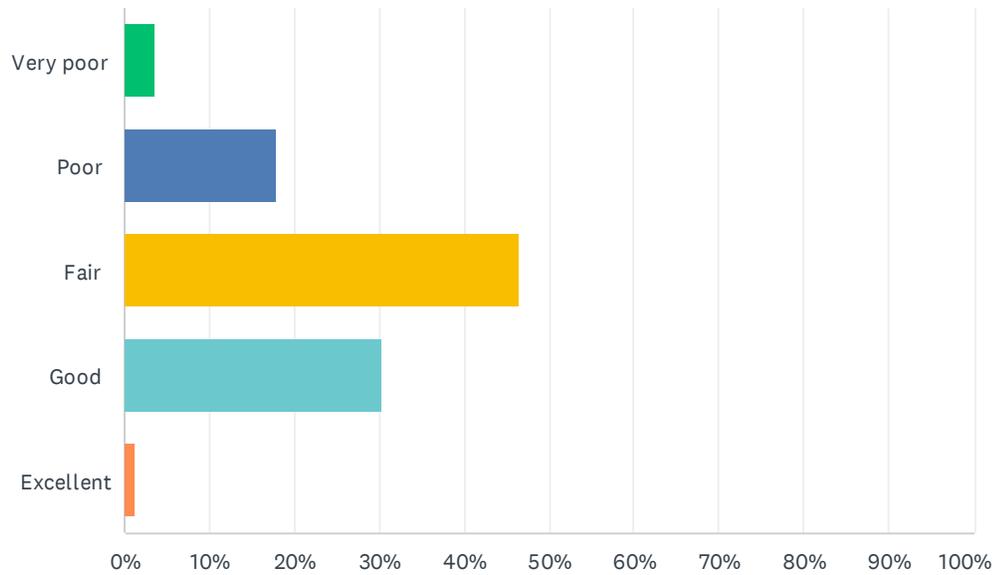
ANSWER CHOICES	RESPONSES	
Not at all valuable	20.03%	138
Not so valuable	16.84%	116
Somewhat valuable	25.69%	177
Very valuable	15.53%	107
Extremely valuable	21.92%	151
TOTAL		689

Q29 (Optional) Please use the space below to provide any feedback or comments you might have about the safety of the Sandy community.

Answered: 232 Skipped: 565

Q30 How would you rate Sandy's overall economic health?

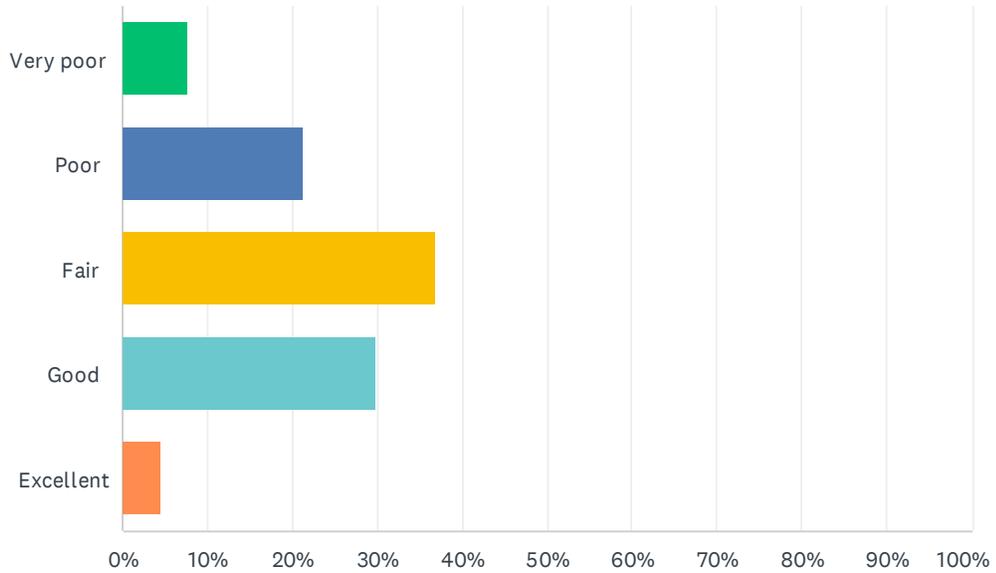
Answered: 674 Skipped: 123



ANSWER CHOICES	RESPONSES	
Very poor	3.66%	24
Poor	18.02%	118
Fair	46.56%	305
Good	30.38%	199
Excellent	1.37%	9
TOTAL		655

Q31 How would you rate Sandy as a place to work?

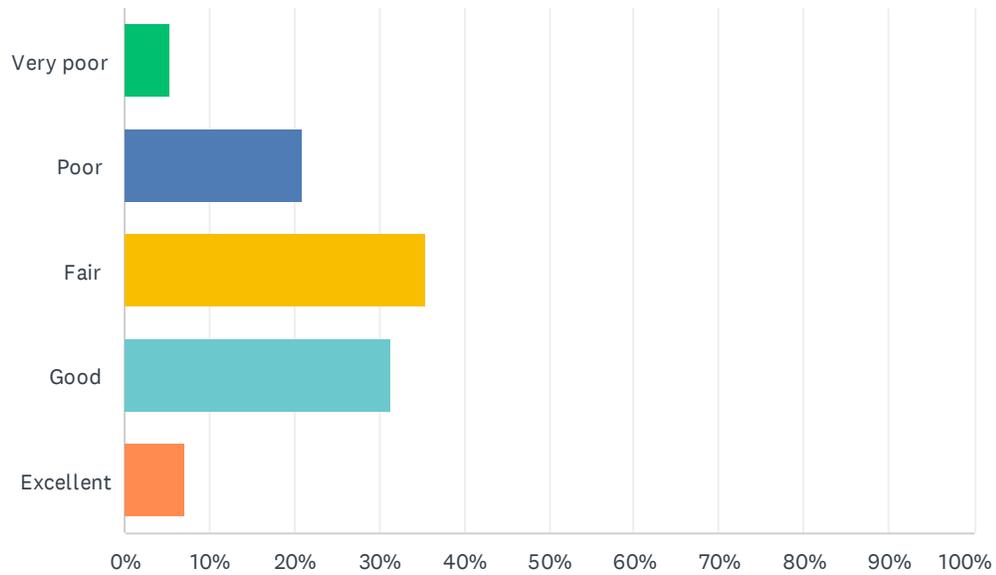
Answered: 669 Skipped: 128



ANSWER CHOICES	RESPONSES	
Very poor	7.58%	43
Poor	21.34%	121
Fair	36.86%	209
Good	29.81%	169
Excellent	4.41%	25
TOTAL		567

Q32 How would you rate Sandy as a destination to visit?

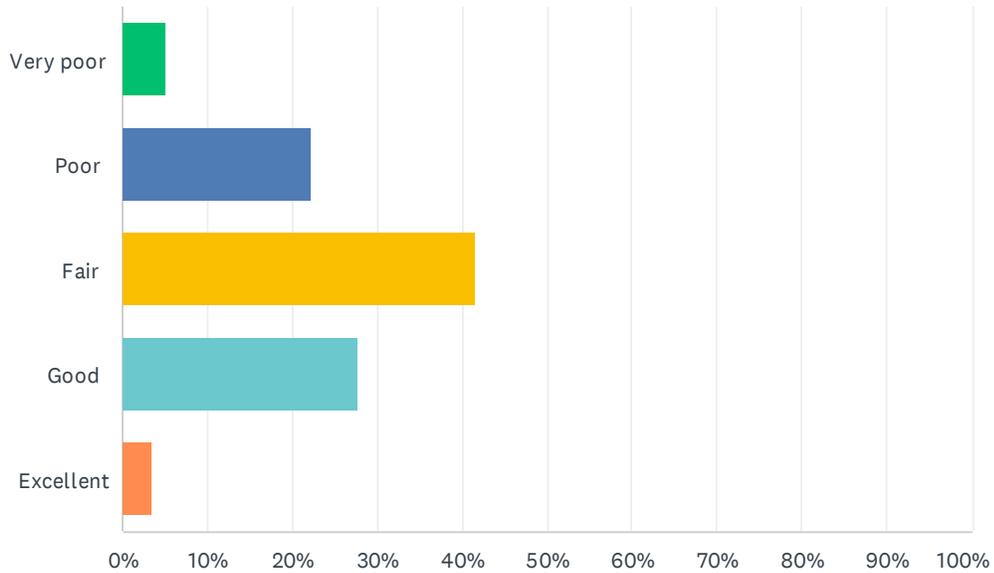
Answered: 673 Skipped: 124



ANSWER CHOICES	RESPONSES	
Very poor	5.24%	35
Poor	20.96%	140
Fair	35.33%	236
Good	31.44%	210
Excellent	7.04%	47
TOTAL		668

Q33 How would you rate the variety of businesses and service establishments Sandy?

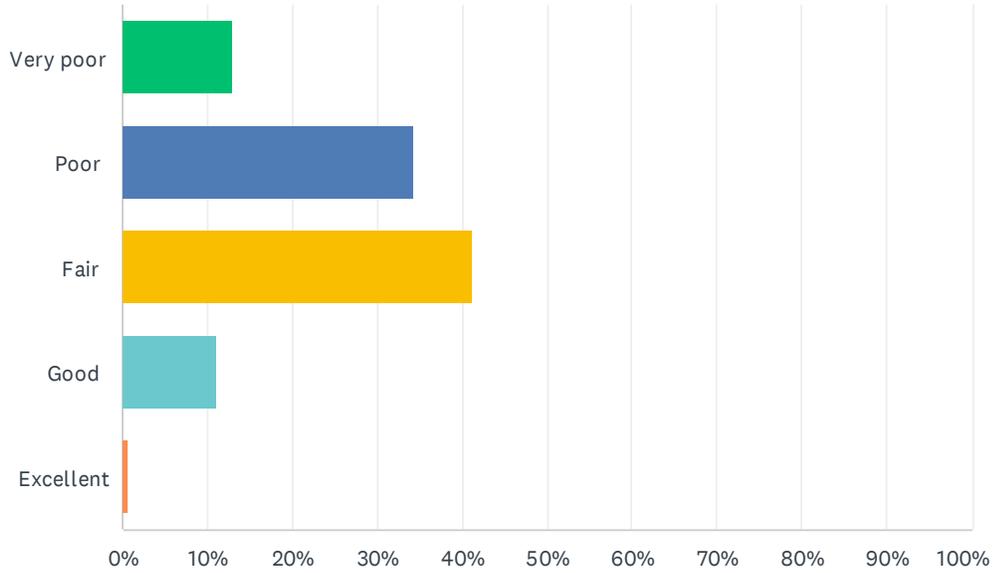
Answered: 676 Skipped: 121



ANSWER CHOICES	RESPONSES	
Very poor	5.19%	35
Poor	22.22%	150
Fair	41.48%	280
Good	27.70%	187
Excellent	3.41%	23
TOTAL		675

Q34 How would you rate the variety of employment opportunities in Sandy?

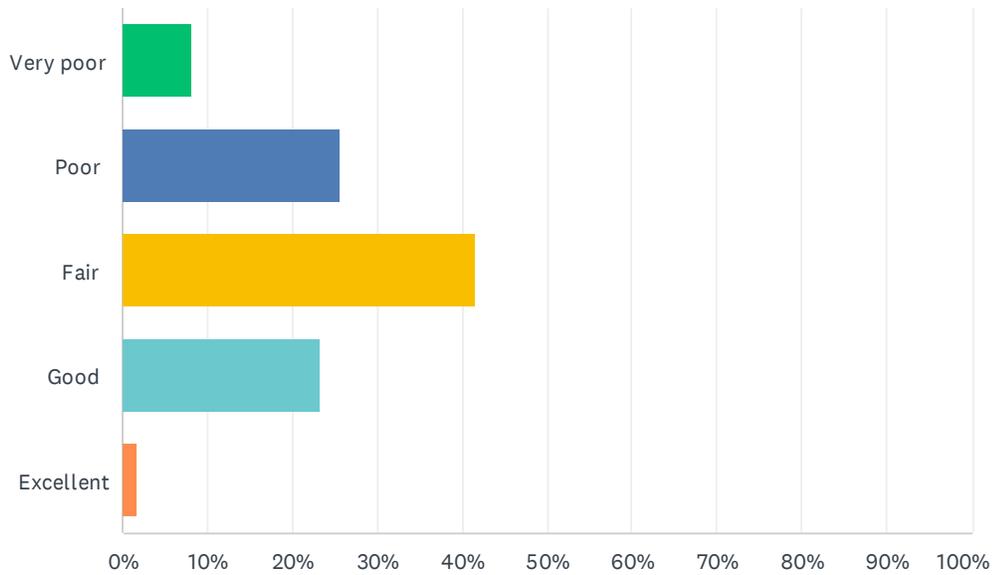
Answered: 671 Skipped: 126



ANSWER CHOICES	RESPONSES	
Very poor	12.95%	76
Poor	34.24%	201
Fair	41.06%	241
Good	11.07%	65
Excellent	0.68%	4
TOTAL		587

Q35 How would you rate the variety of shopping opportunities in Sandy?

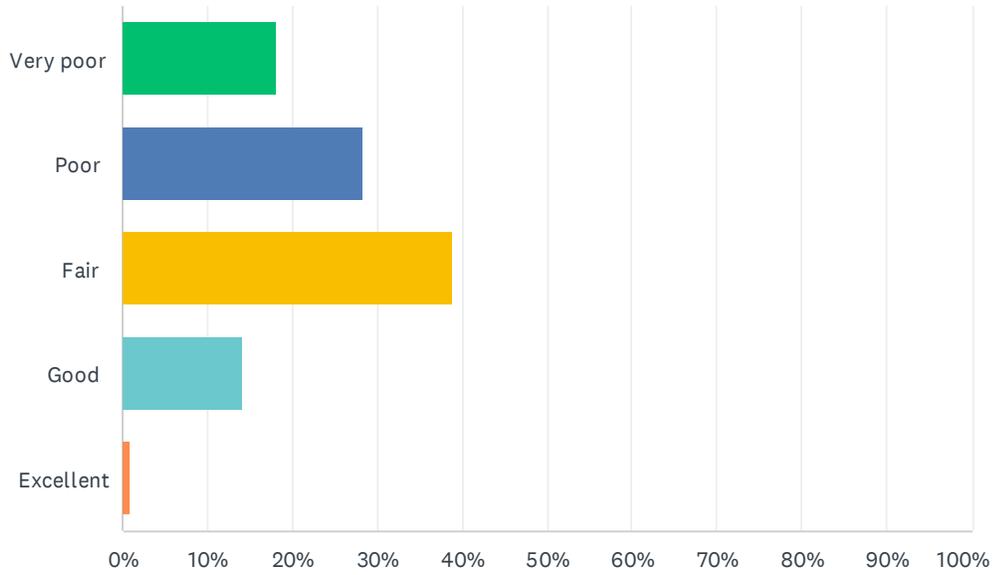
Answered: 675 Skipped: 122



ANSWER CHOICES	RESPONSES	
Very poor	8.04%	54
Poor	25.60%	172
Fair	41.52%	279
Good	23.21%	156
Excellent	1.64%	11
TOTAL		672

Q36 How would you rate the cost of living in Sandy?

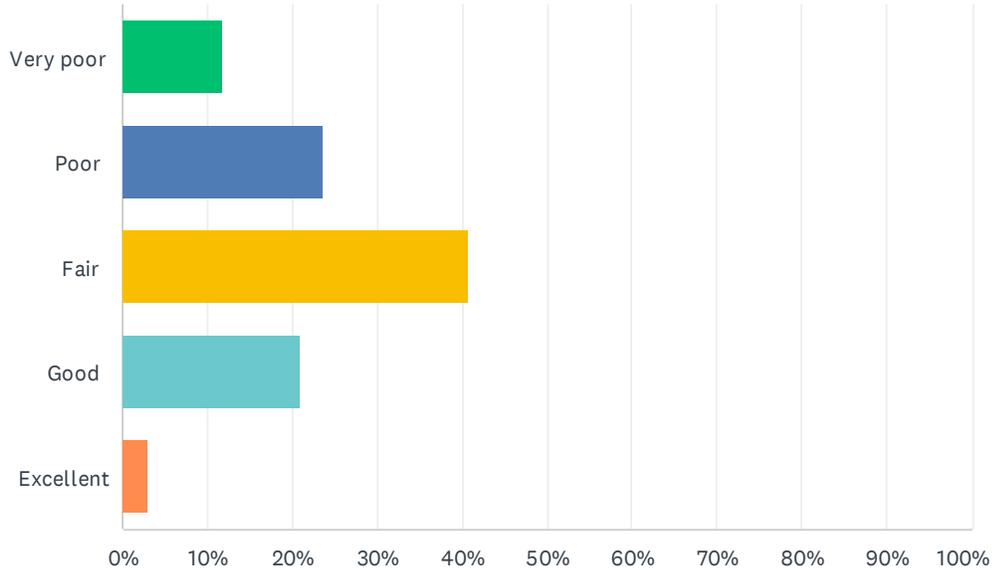
Answered: 675 Skipped: 122



ANSWER CHOICES	RESPONSES	
Very poor	18.03%	121
Poor	28.32%	190
Fair	38.75%	260
Good	14.01%	94
Excellent	0.89%	6
TOTAL		671

Q37 How would you rate the cost of living in Sandy as compared to other neighboring cities and communities (Estacada, Gresham, Troutdale, Welches, etc.)?

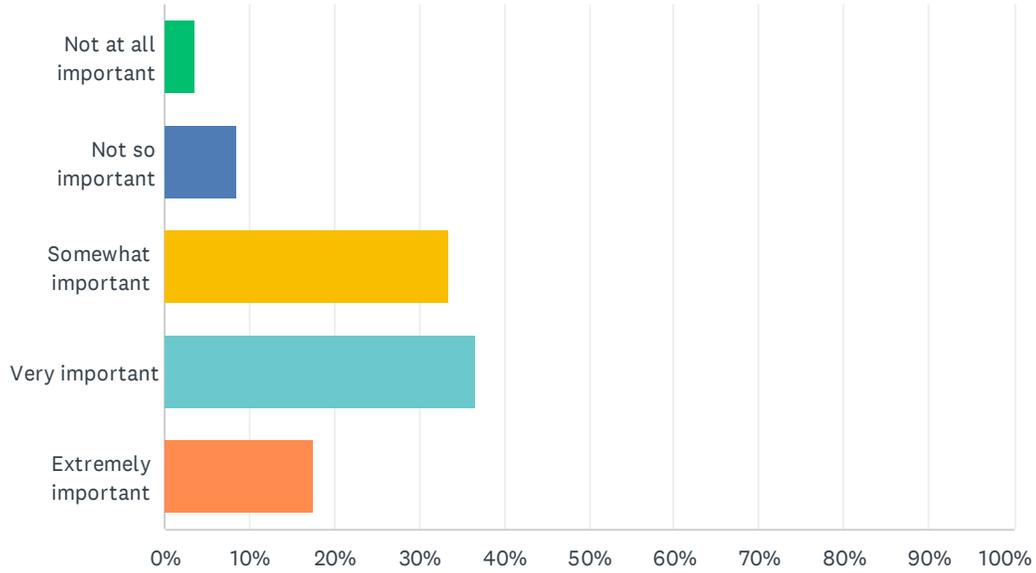
Answered: 670 Skipped: 127



ANSWER CHOICES	RESPONSES	
Very poor	11.77%	75
Poor	23.70%	151
Fair	40.66%	259
Good	20.88%	133
Excellent	2.98%	19
TOTAL		637

Q38 How important to you is the City of Sandy's investment in economic development (implementing strategies that promote wealth creation, job opportunities and business growth)?

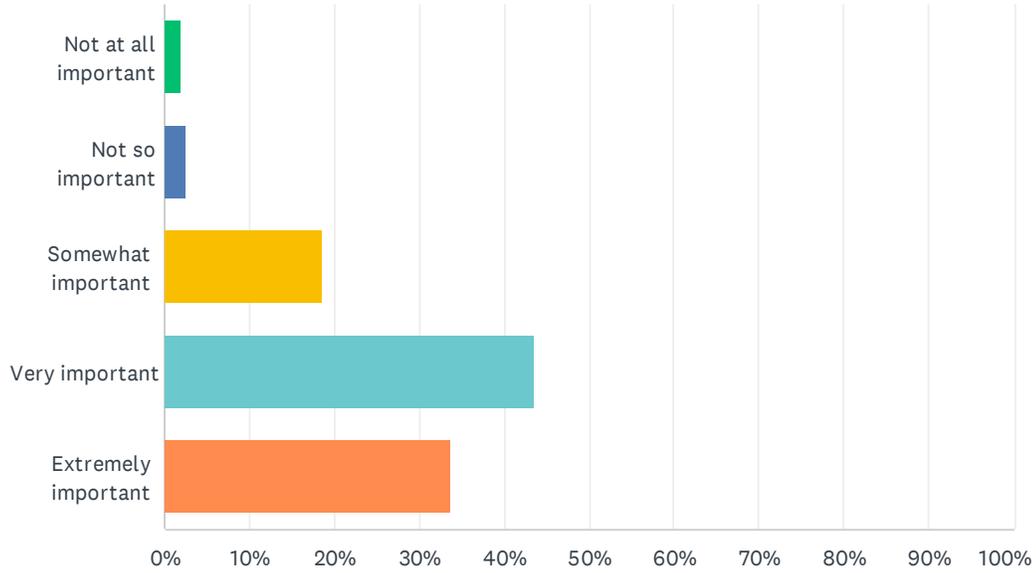
Answered: 672 Skipped: 125



ANSWER CHOICES	RESPONSES	
Not at all important	3.69%	24
Not so important	8.62%	56
Somewhat important	33.54%	218
Very important	36.77%	239
Extremely important	17.38%	113
TOTAL		650

Q39 How important to you is the City of Sandy's investment in city owned and operated infrastructure (roads, water/sewer systems, telecommunications)?

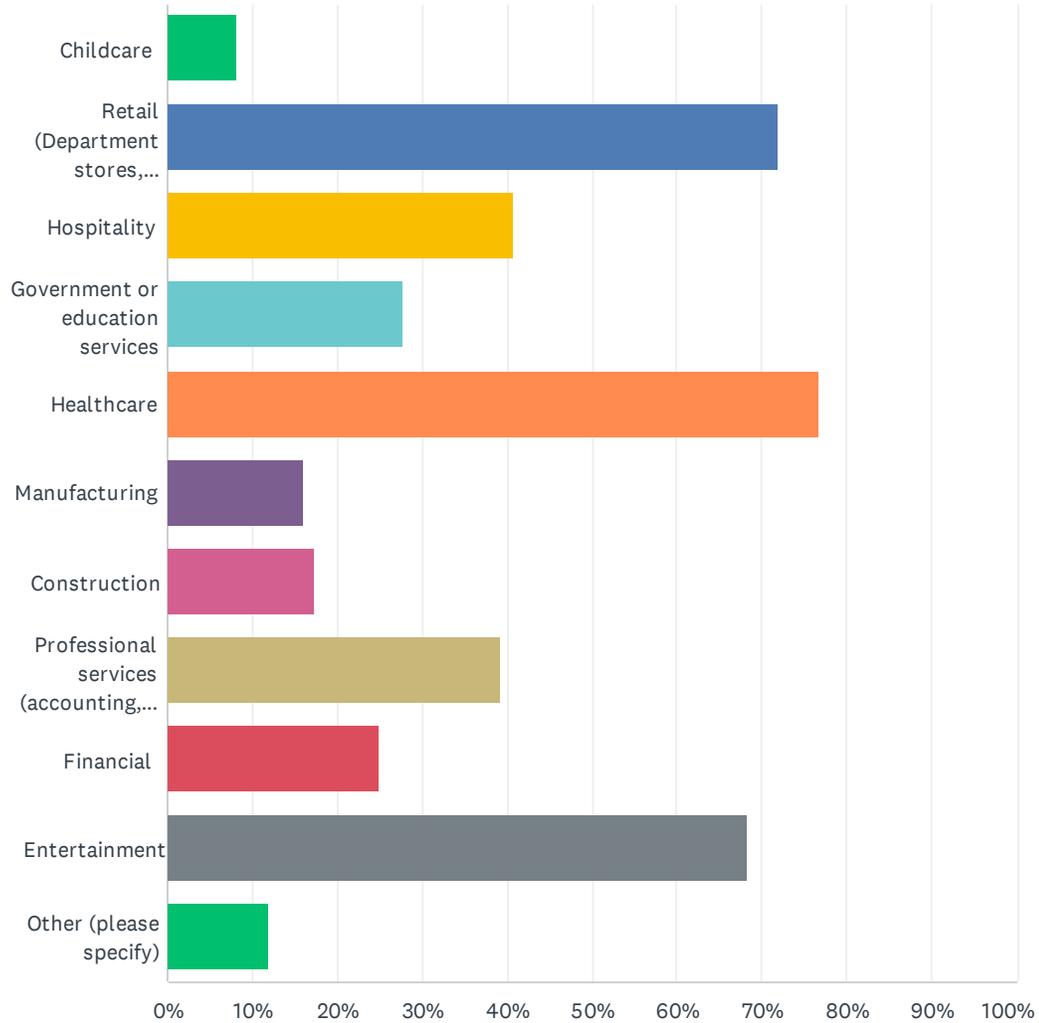
Answered: 673 Skipped: 124



ANSWER CHOICES	RESPONSES	
Not at all important	1.82%	12
Not so important	2.58%	17
Somewhat important	18.51%	122
Very important	43.40%	286
Extremely important	33.69%	222
TOTAL		659

Q40 Which industries or services do you have to go outside of Sandy to get? (Select all that apply).

Answered: 659 Skipped: 138



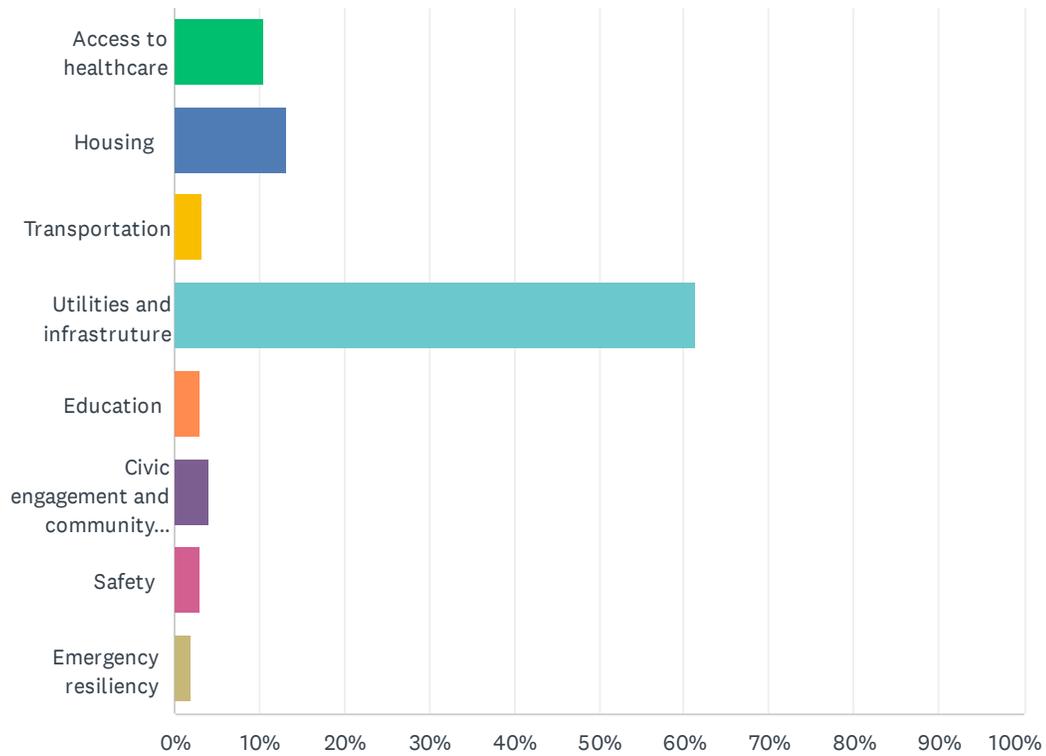
Community Survey

Item # 5.

ANSWER CHOICES	RESPONSES	
Childcare	8.04%	53
Retail (Department stores, Supermarkets, Franchises, etc.)	71.93%	474
Hospitality	40.82%	269
Government or education services	27.77%	183
Healthcare	76.78%	506
Manufacturing	15.93%	105
Construction	17.30%	114
Professional services (accounting, legal, engineering, consulting, etc.)	39.30%	259
Financial	24.89%	164
Entertainment	68.29%	450
Other (please specify)	11.84%	78
Total Respondents: 659		

Q41 What is the biggest livability issue that Sandy faces?

Answered: 663 Skipped: 134



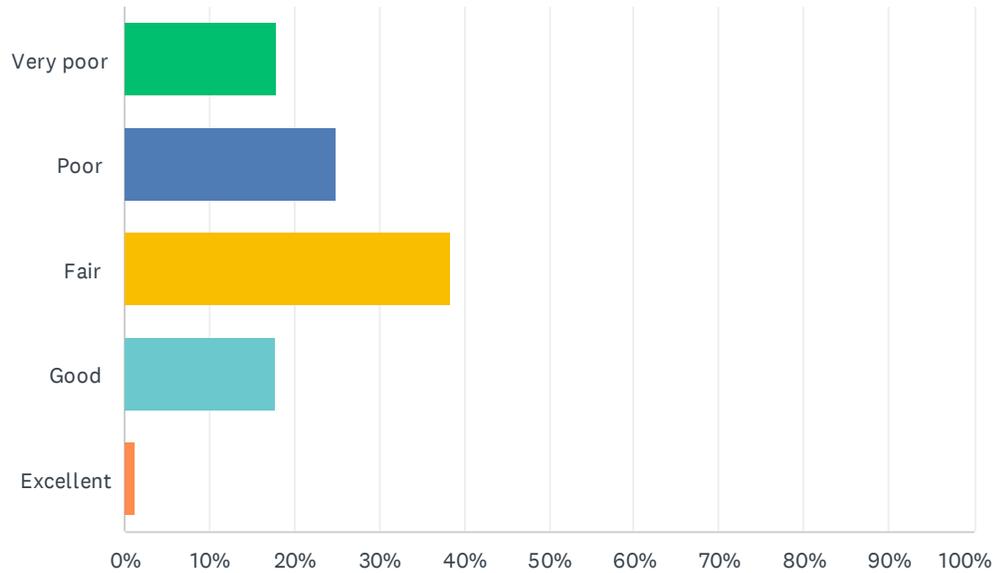
ANSWER CHOICES	RESPONSES	
Access to healthcare	10.36%	63
Housing	13.32%	81
Transportation	3.13%	19
Utilities and infrastructure	61.35%	373
Education	2.96%	18
Civic engagement and community communication	3.95%	24
Safety	2.96%	18
Emergency resiliency	1.97%	12
TOTAL		608

Q42 (Optional) Please use the space below to provide any feedback or comments you might have about Sandy's local economy.

Answered: 226 Skipped: 571

Q43 How would you rate the flow of traffic through downtown Sandy? (See image below)

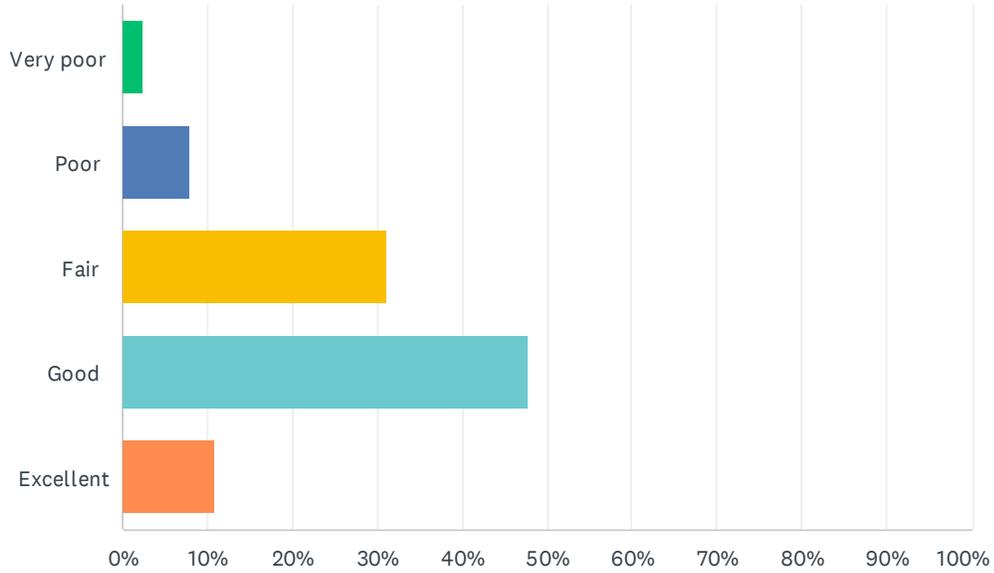
Answered: 667 Skipped: 130



ANSWER CHOICES	RESPONSES	
Very poor	17.95%	119
Poor	24.89%	165
Fair	38.31%	254
Good	17.65%	117
Excellent	1.21%	8
TOTAL		663

Q44 How would you rate the flow of traffic through major streets in Sandy that are NOT highways or through downtown? (See image below)

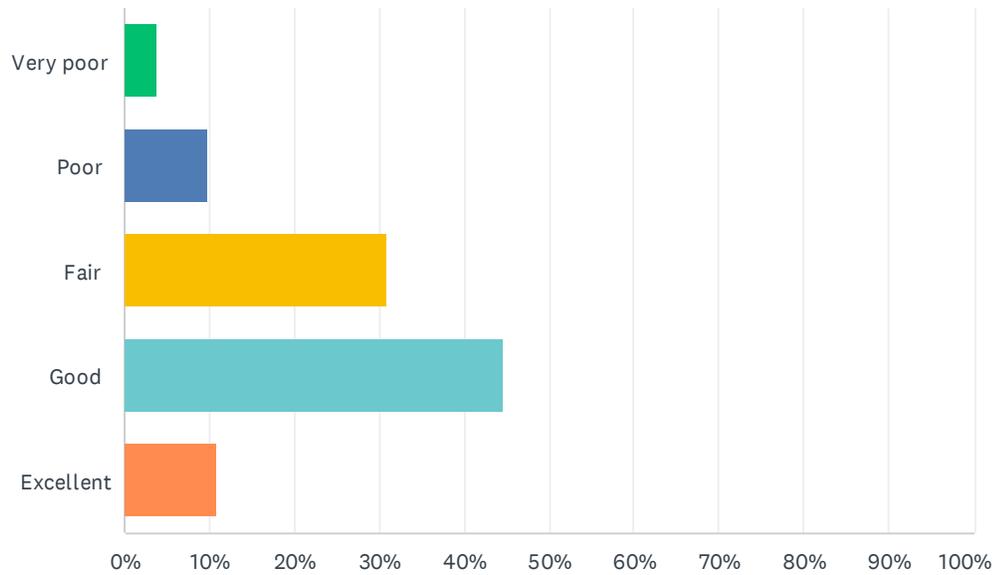
Answered: 667 Skipped: 130



ANSWER CHOICES	RESPONSES	
Very poor	2.41%	16
Poor	7.82%	52
Fair	31.13%	207
Good	47.67%	317
Excellent	10.98%	73
TOTAL		665

Q45 How would you rate the ease of traveling by car in Sandy?

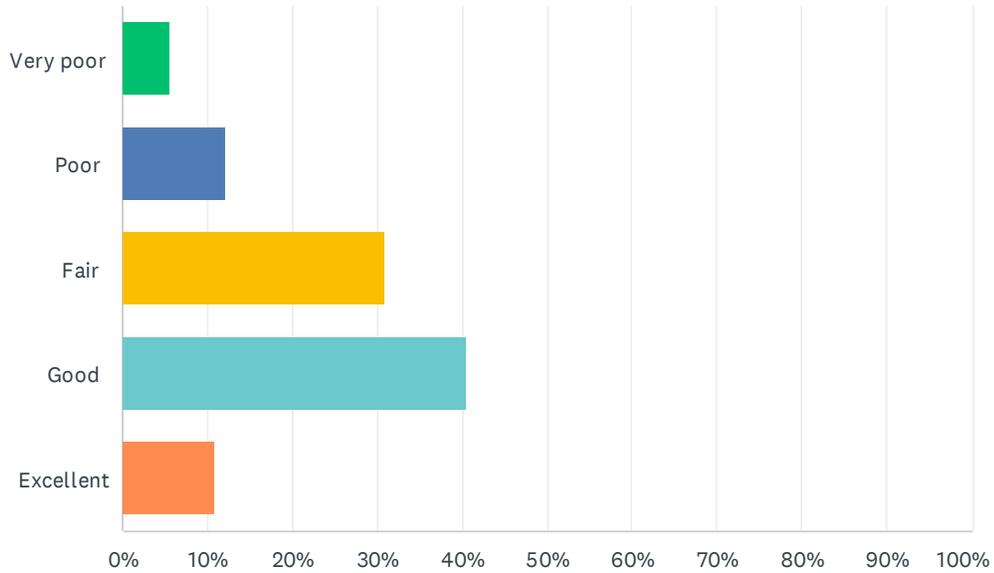
Answered: 668 Skipped: 129



ANSWER CHOICES	RESPONSES	
Very poor	3.89%	26
Poor	9.73%	65
Fair	30.99%	207
Good	44.61%	298
Excellent	10.78%	72
TOTAL		668

Q46 How would you rate the ease of traveling by walking in Sandy?

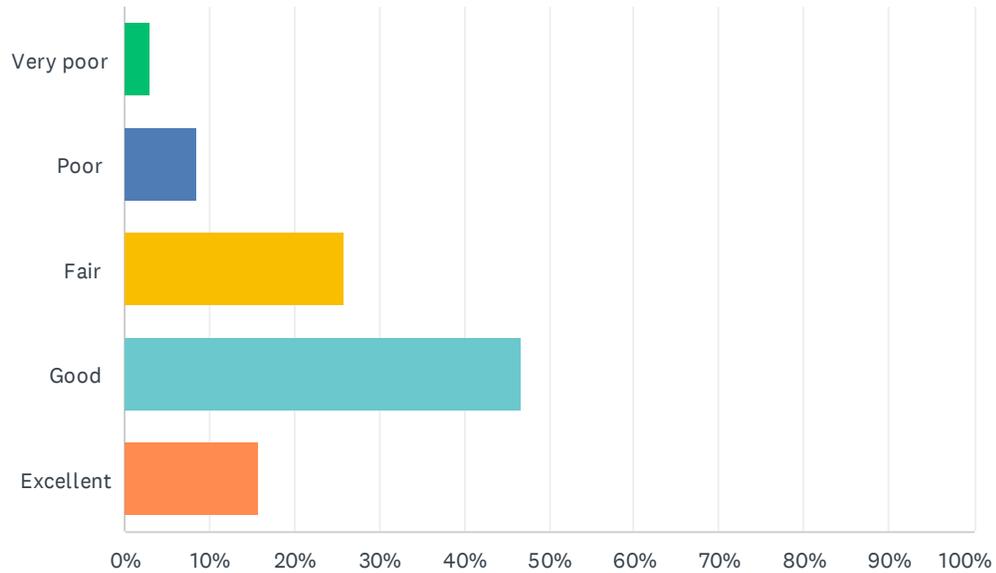
Answered: 666 Skipped: 131



ANSWER CHOICES	RESPONSES	
Very poor	5.60%	36
Poor	12.13%	78
Fair	30.95%	199
Good	40.44%	260
Excellent	10.89%	70
TOTAL		643

Q47 How would you rate the ease of traveling by using public transportation in Sandy?

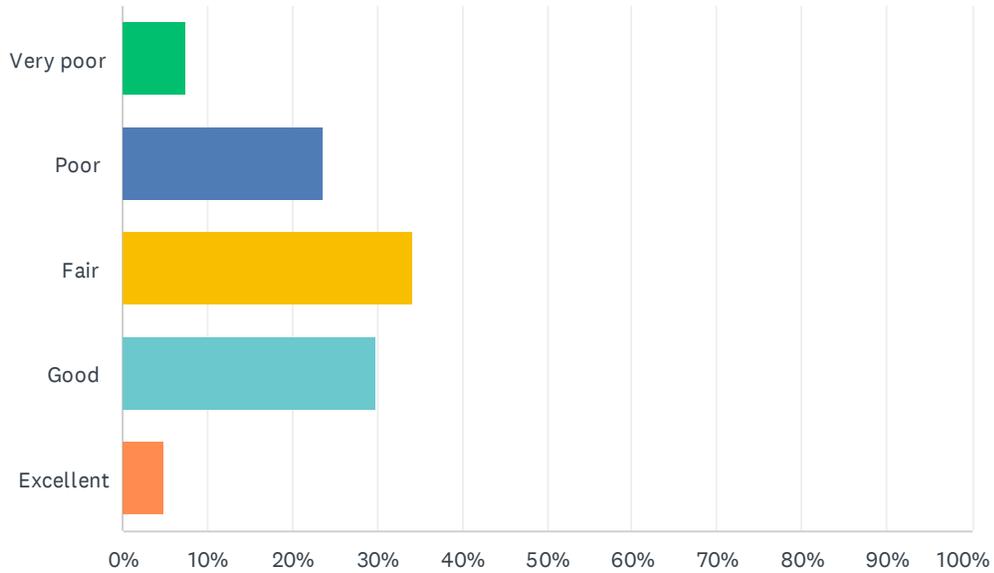
Answered: 649 Skipped: 148



ANSWER CHOICES	RESPONSES	
Very poor	3.02%	13
Poor	8.60%	37
Fair	25.81%	111
Good	46.74%	201
Excellent	15.81%	68
TOTAL		430

Q48 How would you rate the amount of public parking in Sandy?

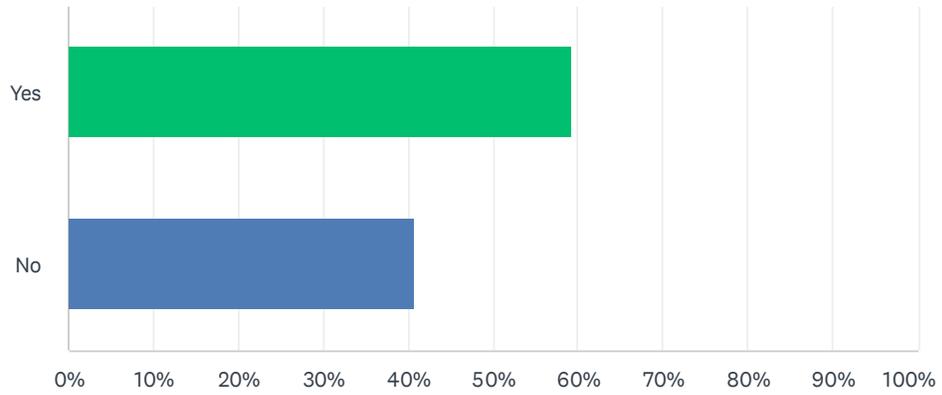
Answered: 668 Skipped: 129



ANSWER CHOICES	RESPONSES	
Very poor	7.41%	49
Poor	23.75%	157
Fair	34.19%	226
Good	29.80%	197
Excellent	4.84%	32
TOTAL		661

Q49 In the past 12 months, have you walked or biked to a destination instead of driving?

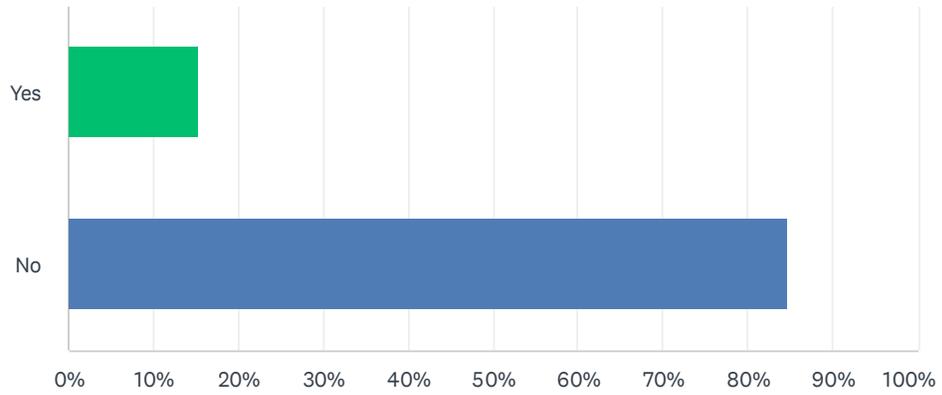
Answered: 666 Skipped: 131



ANSWER CHOICES	RESPONSES	
Yes	59.18%	390
No	40.82%	269
TOTAL		659

Q50 In the past 12 months, have you used the Sandy Area Metro (SAM) or any other form of public transportation instead of driving?

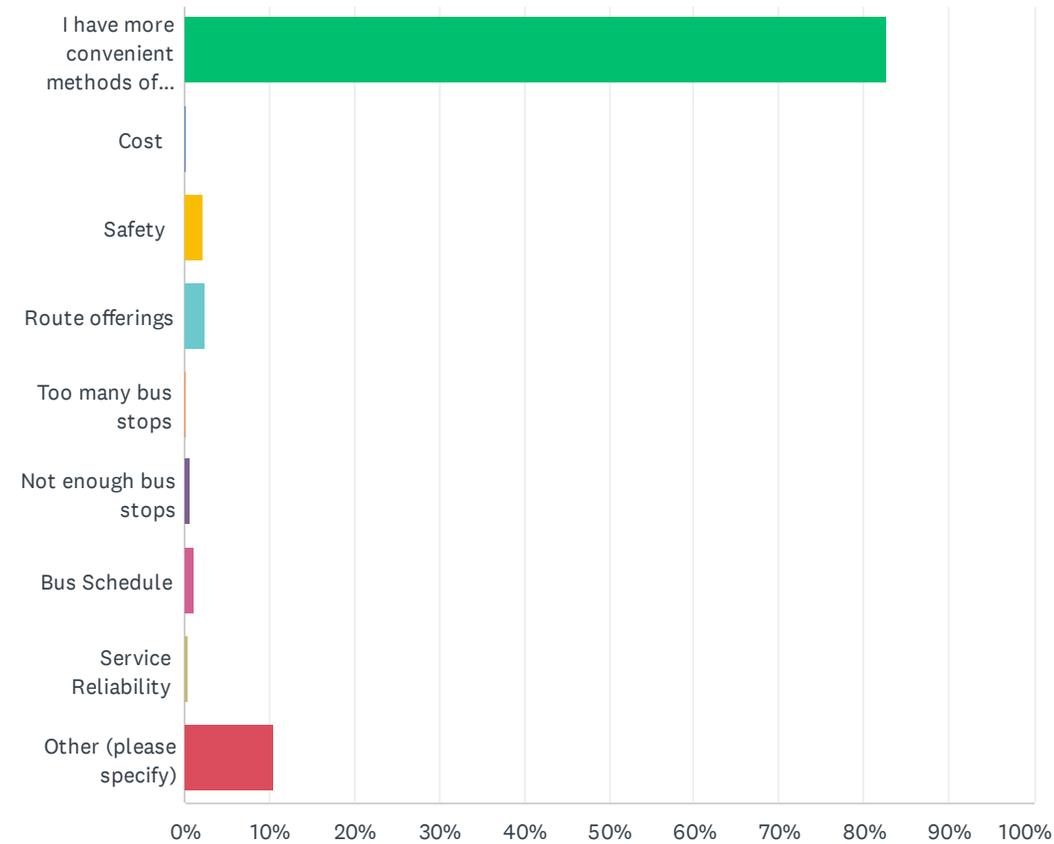
Answered: 667 Skipped: 130



ANSWER CHOICES	RESPONSES	
Yes	15.36%	102
No	84.64%	562
TOTAL		664

Q51 What is your primary reason for not using the Sandy Area Metro (SAM)?

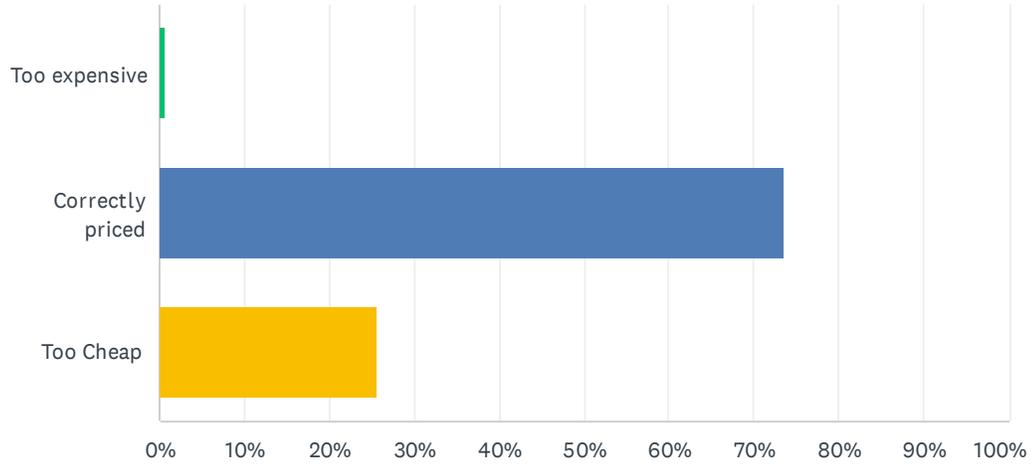
Answered: 551 Skipped: 246



ANSWER CHOICES	RESPONSES	
I have more convenient methods of transportation	82.67%	439
Cost	0.19%	1
Safety	2.07%	11
Route offerings	2.45%	13
Too many bus stops	0.19%	1
Not enough bus stops	0.56%	3
Bus Schedule	1.13%	6
Service Reliability	0.38%	2
Other (please specify)	10.36%	55
TOTAL		531

Q52 The cost to ride the Sandy Area Metro (SAM) outside of city limits is \$1. How would you rank the cost of the service?

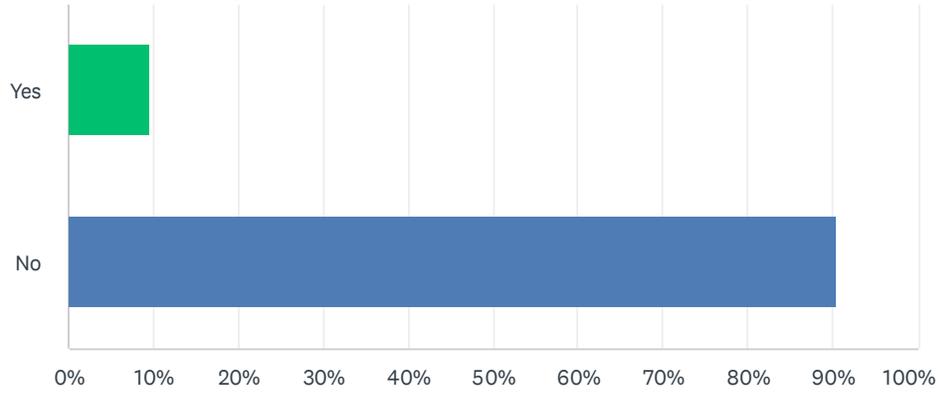
Answered: 641 Skipped: 156



ANSWER CHOICES	RESPONSES
Too expensive	0.74% 4
Correctly priced	73.62% 399
Too Cheap	25.65% 139
TOTAL	542

Q53 The Sandy Area Metro (SAM) offers a shopper shuttle within Sandy's city limits. Have you used the shopper shuttle in the past 12 months?

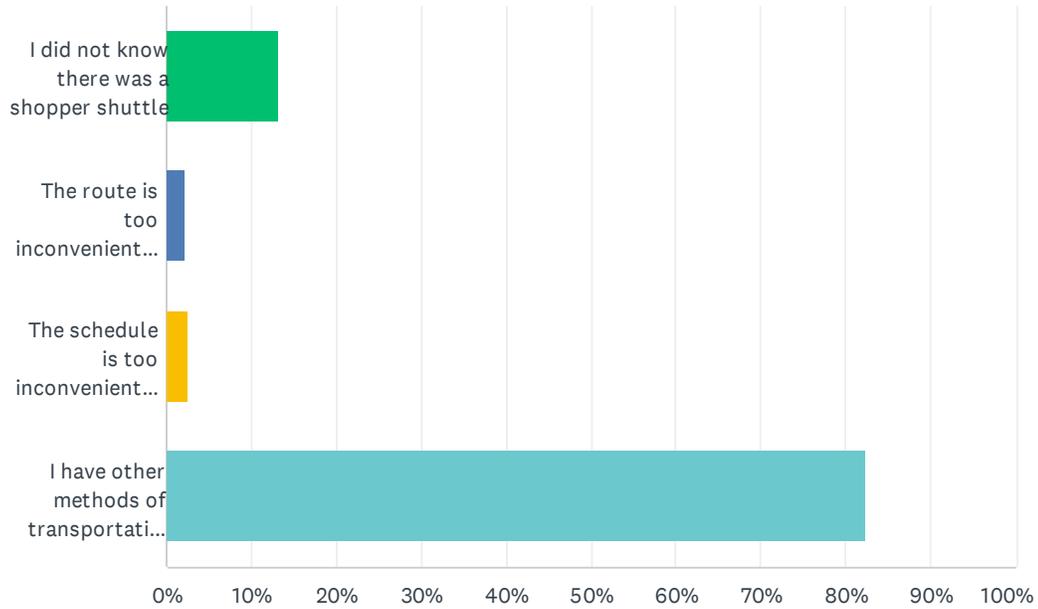
Answered: 652 Skipped: 145



ANSWER CHOICES	RESPONSES	
Yes	9.59%	61
No	90.41%	575
TOTAL		636

Q54 What is your primary reason for not using the shopper shuttle?

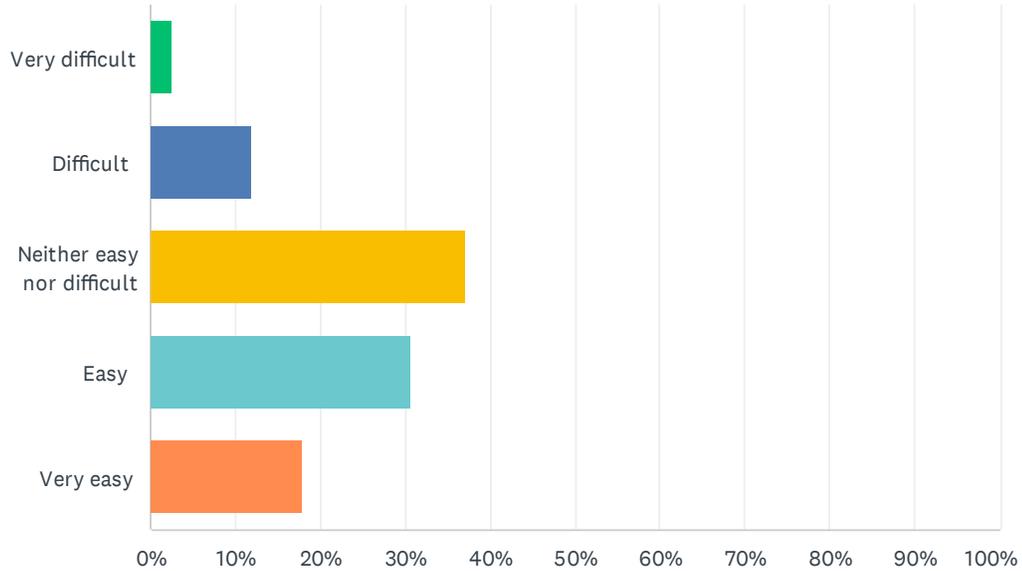
Answered: 586 Skipped: 211



ANSWER CHOICES	RESPONSES	
I did not know there was a shopper shuttle	13.16%	75
The route is too inconvenient for me	2.11%	12
The schedule is too inconvenient for me	2.46%	14
I have other methods of transportation that are more convenient	82.28%	469
TOTAL		570

Q55 What level of difficulty is it to find the Sandy Area Metro (SAM) schedule?

Answered: 642 Skipped: 155



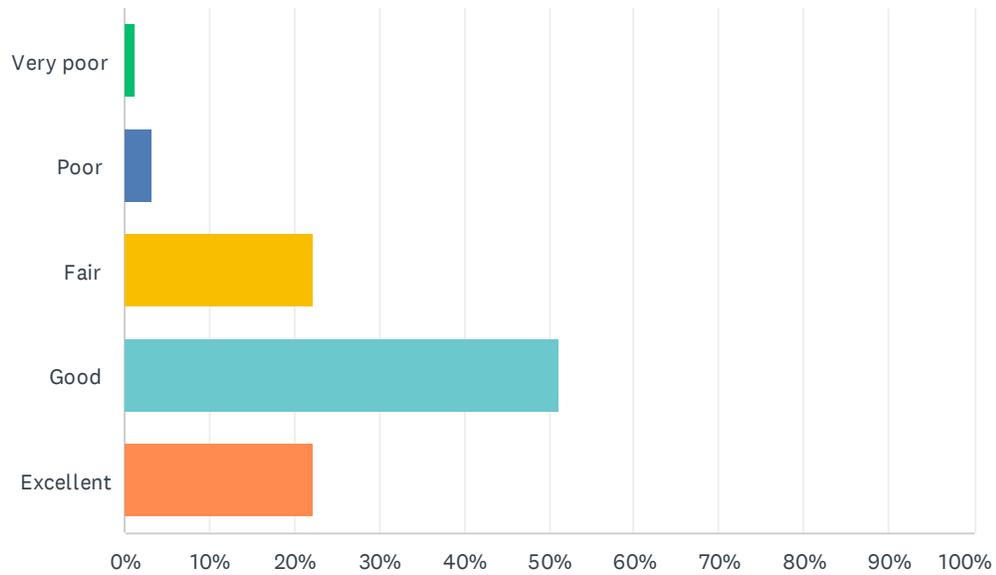
ANSWER CHOICES	RESPONSES	
Very difficult	2.49%	9
Difficult	11.88%	43
Neither easy nor difficult	37.02%	134
Easy	30.66%	111
Very easy	17.96%	65
TOTAL		362

Q56 (Optional) Please use the space below to provide any feedback or comments that you might have about transportation in Sandy.

Answered: 104 Skipped: 693

Q57 Overall, how would you rate the quality of Sandy's parks?

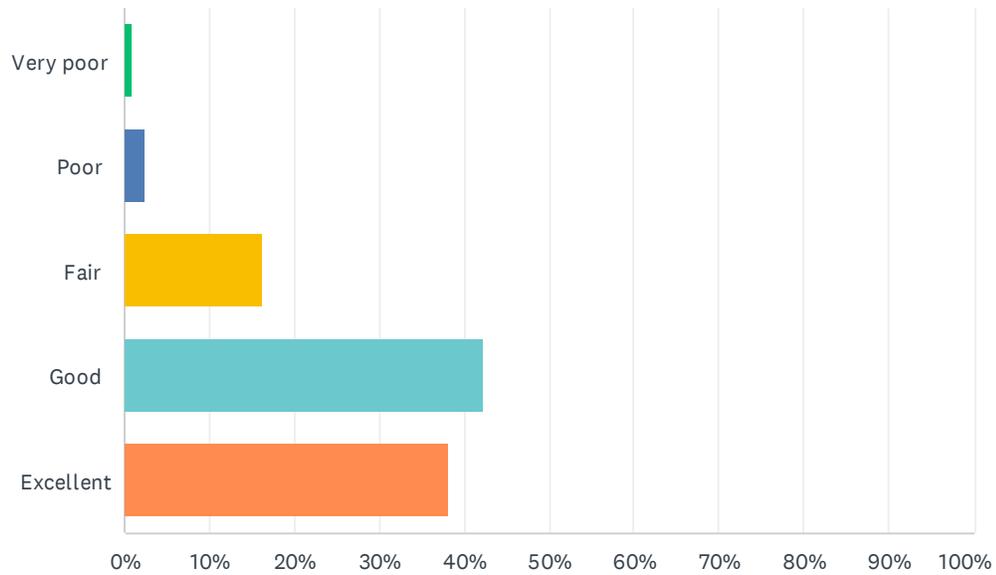
Answered: 645 Skipped: 152



ANSWER CHOICES	RESPONSES	
Very poor	1.26%	8
Poor	3.15%	20
Fair	22.24%	141
Good	51.10%	324
Excellent	22.24%	141
TOTAL		634

Q58 How would you rate the quality of Sandy's Winterfest program?

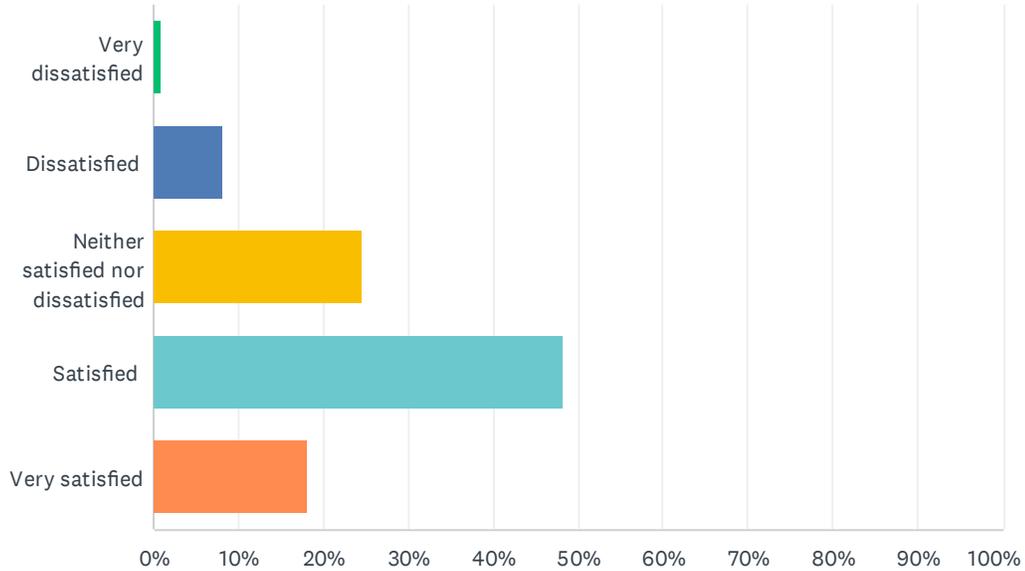
Answered: 633 Skipped: 164



ANSWER CHOICES	RESPONSES	
Very poor	0.93%	5
Poor	2.41%	13
Fair	16.30%	88
Good	42.22%	228
Excellent	38.15%	206
TOTAL		540

Q59 How satisfied are you with the amount of walking paths and trails in Sandy?

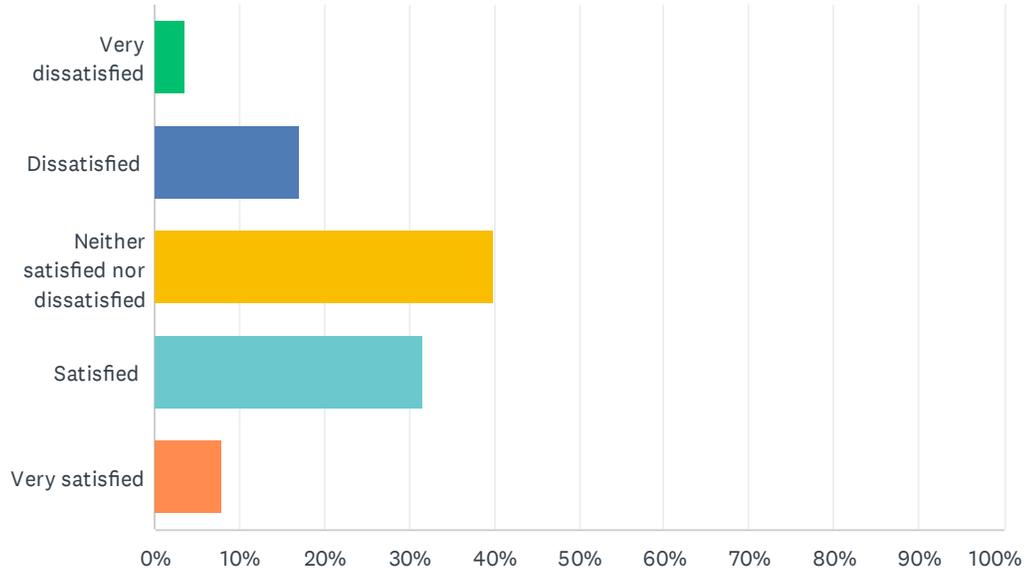
Answered: 642 Skipped: 155



ANSWER CHOICES	RESPONSES	
Very dissatisfied	0.95%	6
Dissatisfied	8.10%	51
Neither satisfied nor dissatisfied	24.60%	155
Satisfied	48.25%	304
Very satisfied	18.10%	114
TOTAL		630

Q60 How satisfied are you with the number of recreational activities in Sandy?

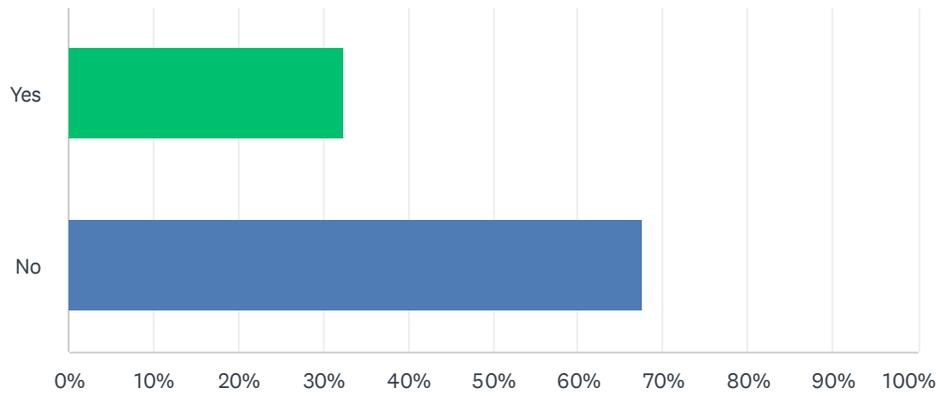
Answered: 640 Skipped: 157



ANSWER CHOICES	RESPONSES	
Very dissatisfied	3.58%	22
Dissatisfied	17.07%	105
Neither satisfied nor dissatisfied	39.84%	245
Satisfied	31.54%	194
Very satisfied	7.97%	49
TOTAL		615

Q61 Have you visited the Community/Senior Center in the past year?

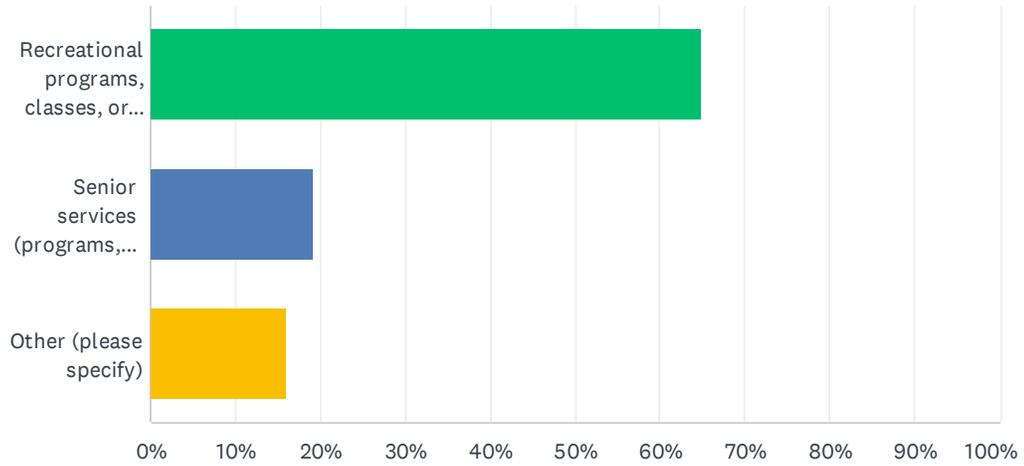
Answered: 644 Skipped: 153



ANSWER CHOICES	RESPONSES	
Yes	32.50%	207
No	67.50%	430
TOTAL		637

Q62 What was the primary reason for your visit?

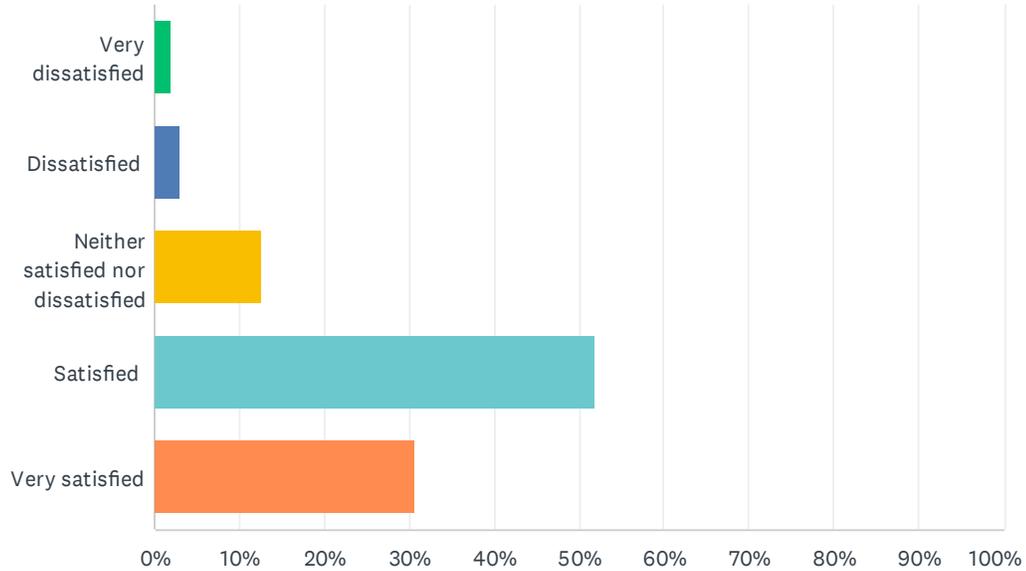
Answered: 206 Skipped: 591



ANSWER CHOICES	RESPONSES	
Recreational programs, classes, or events	64.77%	125
Senior services (programs, classes, nutrition services, or resource connection)	19.17%	37
Other (please specify)	16.06%	31
TOTAL		193

Q63 How satisfied were you with your experience at the Community/Senior Center?

Answered: 208 Skipped: 589



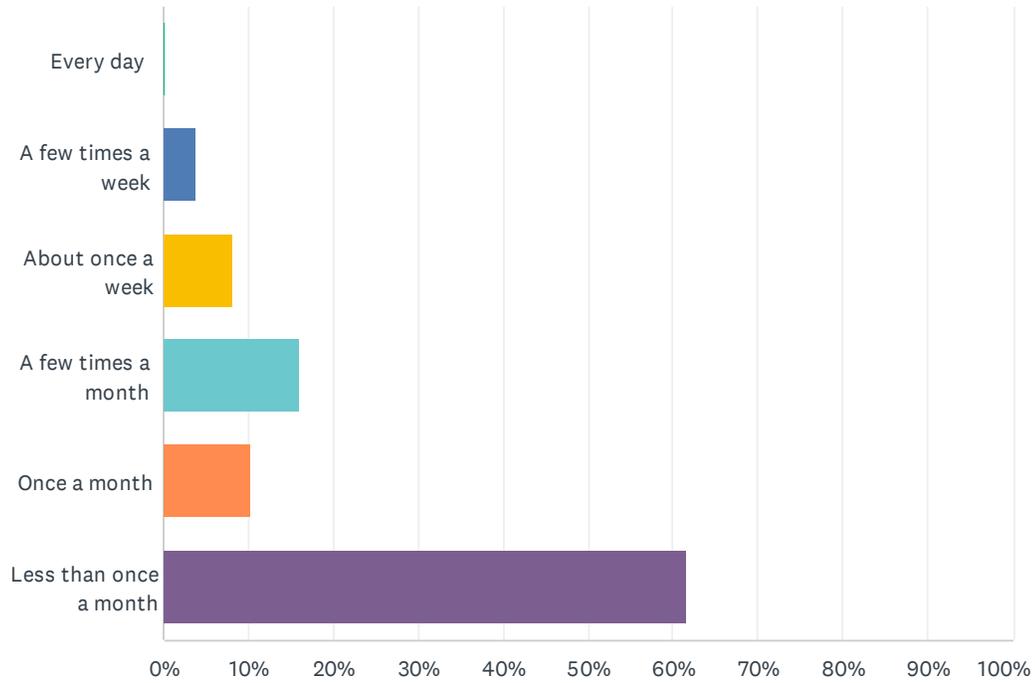
ANSWER CHOICES	RESPONSES	
Very dissatisfied	1.95%	4
Dissatisfied	2.93%	6
Neither satisfied nor dissatisfied	12.68%	26
Satisfied	51.71%	106
Very satisfied	30.73%	63
TOTAL		205

Q64 (Optional) Please use the space below to provide any feedback or comments you might have about Sandy's parks.

Answered: 190 Skipped: 607

Q65 In the past 12 months, how often have you visited or used services offered by either the Sandy Public Library or Hoodland Public Library?

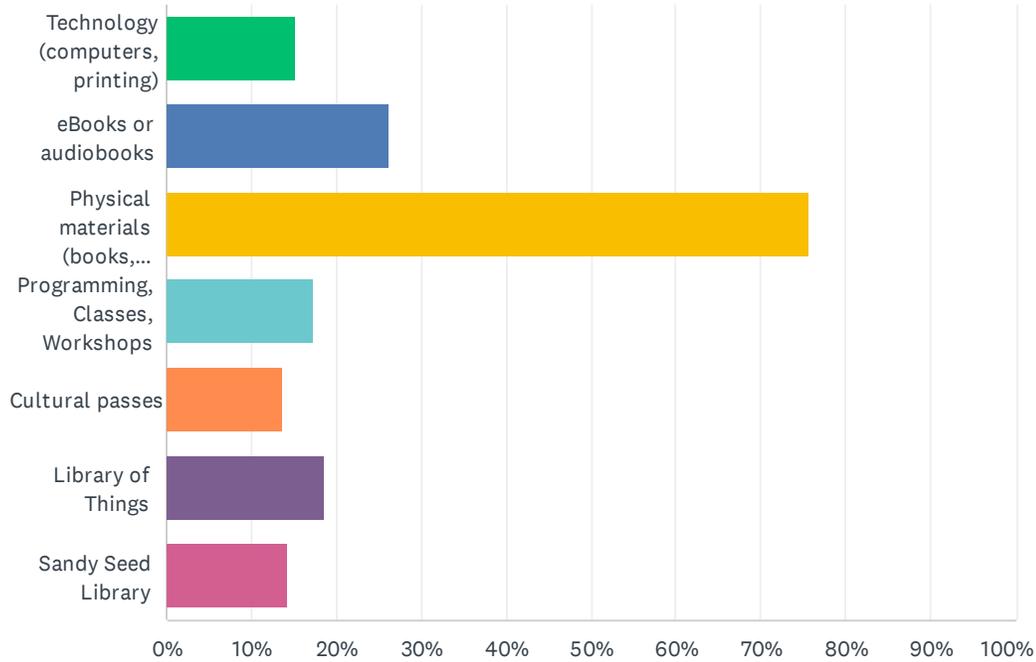
Answered: 627 Skipped: 170



ANSWER CHOICES	RESPONSES	
Every day	0.18%	1
A few times a week	3.85%	21
About once a week	8.07%	44
A few times a month	15.96%	87
Once a month	10.28%	56
Less than once a month	61.65%	336
TOTAL		545

Q66 When you engage with the Library, which services do you typically use? (Select all that apply)

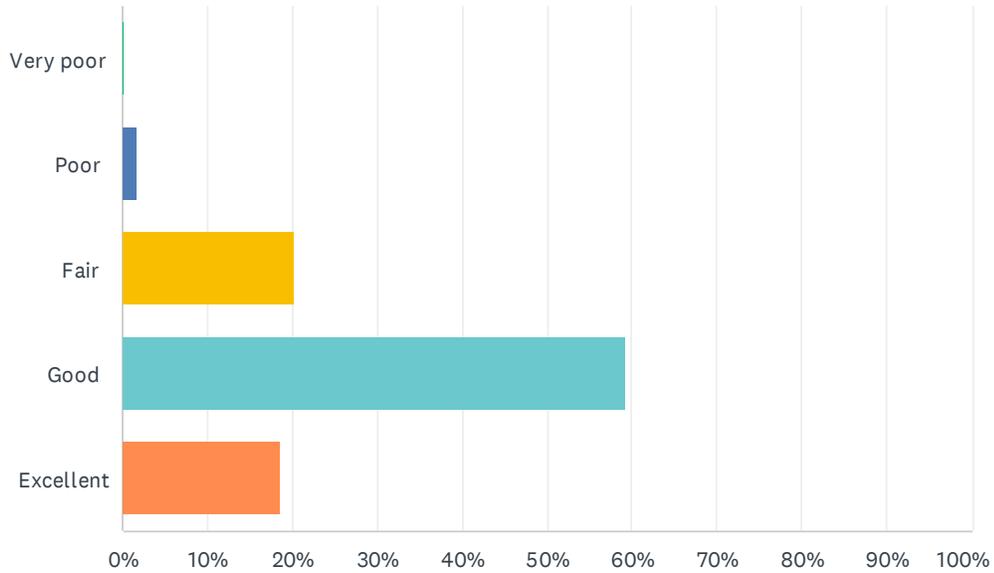
Answered: 465 Skipped: 332



ANSWER CHOICES	RESPONSES	
Technology (computers, printing)	15.05%	70
eBooks or audiobooks	26.24%	122
Physical materials (books, magazines)	75.70%	352
Programming, Classes, Workshops	17.20%	80
Cultural passes	13.55%	63
Library of Things	18.49%	86
Sandy Seed Library	14.19%	66
Total Respondents: 465		

Q67 How would you rate the level of technology offered by the Library?

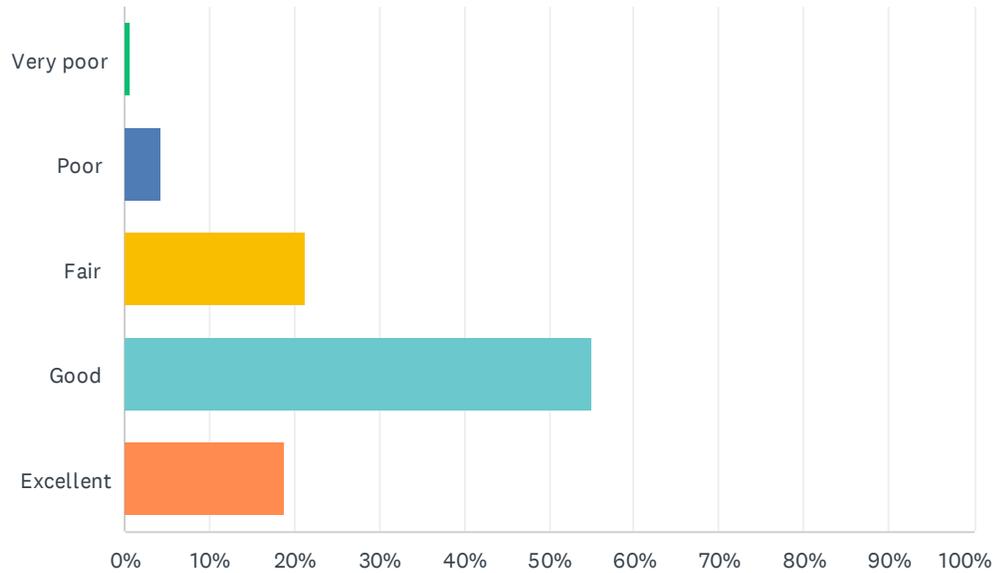
Answered: 577 Skipped: 220



ANSWER CHOICES	RESPONSES	
Very poor	0.27%	1
Poor	1.60%	6
Fair	20.32%	76
Good	59.36%	222
Excellent	18.45%	69
TOTAL		374

Q68 How would you rate the level of electronic materials offered (eBooks/audiobooks) by the Library?

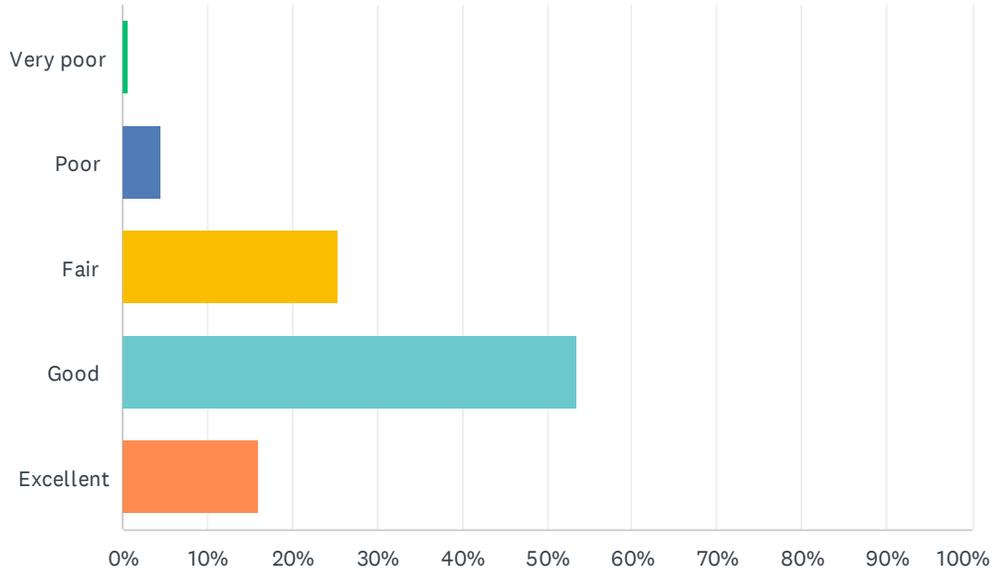
Answered: 576 Skipped: 221



ANSWER CHOICES	RESPONSES	
Very poor	0.57%	2
Poor	4.27%	15
Fair	21.37%	75
Good	54.99%	193
Excellent	18.80%	66
TOTAL		351

Q69 How would you rate the level of programming, classes and workshops offered by the Library?

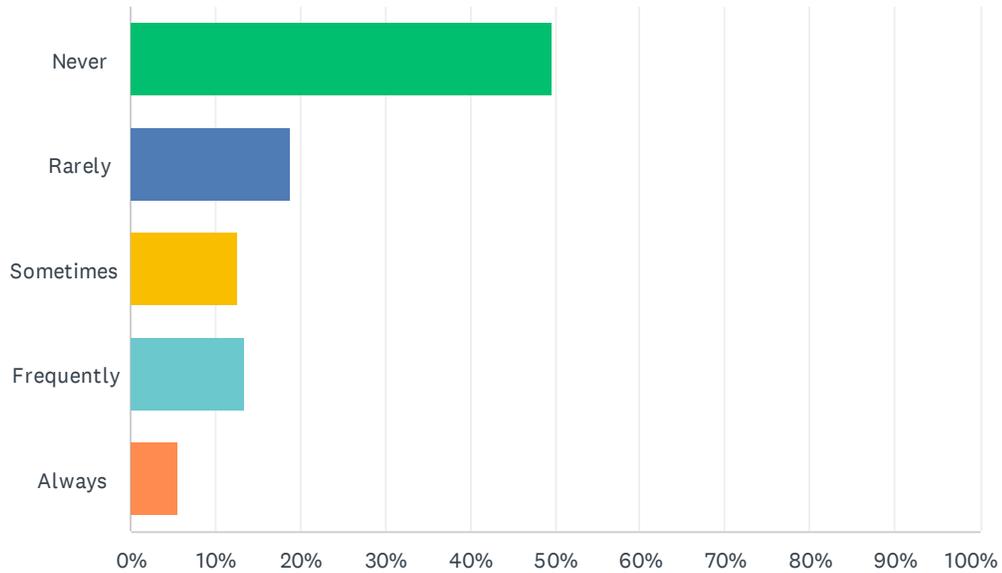
Answered: 571 Skipped: 226



ANSWER CHOICES	RESPONSES	
Very poor	0.69%	2
Poor	4.51%	13
Fair	25.35%	73
Good	53.47%	154
Excellent	15.97%	46
TOTAL		288

Q70 How often do you go outside of the Clackamas Library network (LINCC) for eBooks and eMagazines?

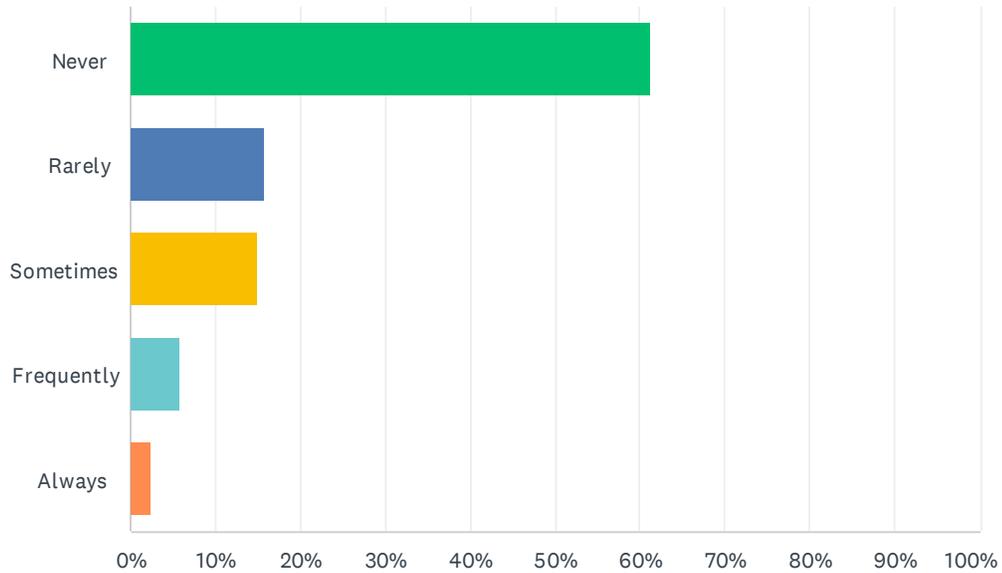
Answered: 590 Skipped: 207



ANSWER CHOICES	RESPONSES	
Never	49.67%	228
Rarely	18.74%	86
Sometimes	12.64%	58
Frequently	13.51%	62
Always	5.45%	25
TOTAL		459

Q71 How often do you go outside of the Clackamas Library network (LINCC) for classes or programming?

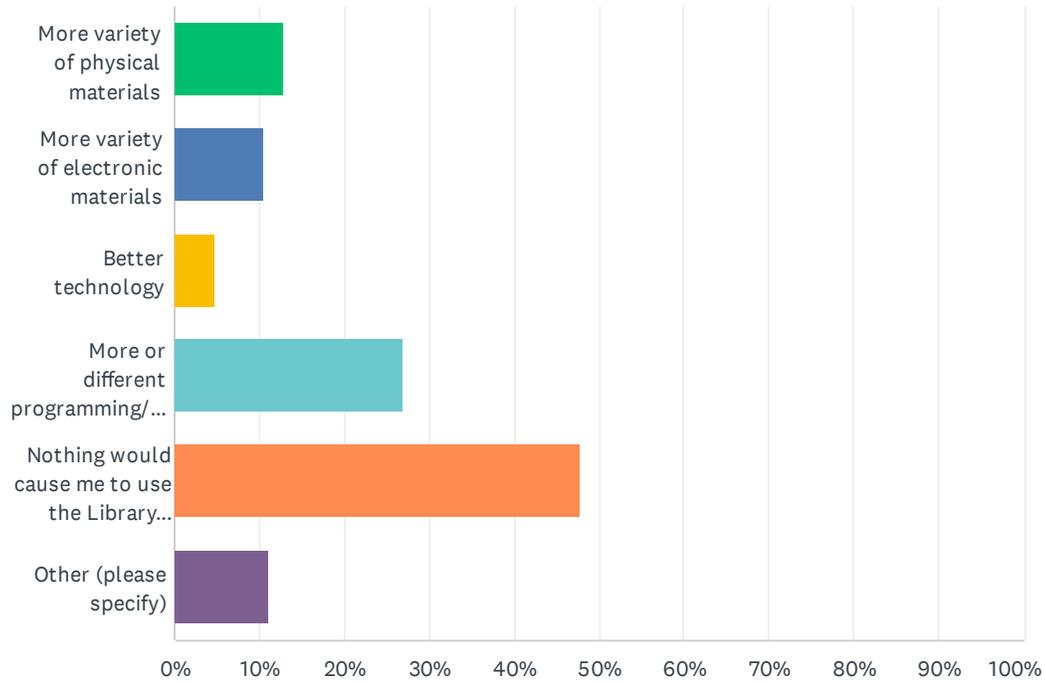
Answered: 590 Skipped: 207



ANSWER CHOICES	RESPONSES	
Never	61.20%	265
Rarely	15.70%	68
Sometimes	15.01%	65
Frequently	5.77%	25
Always	2.31%	10
TOTAL		433

Q72 Which of the following would cause you to use the Library more often?

Answered: 554 Skipped: 243



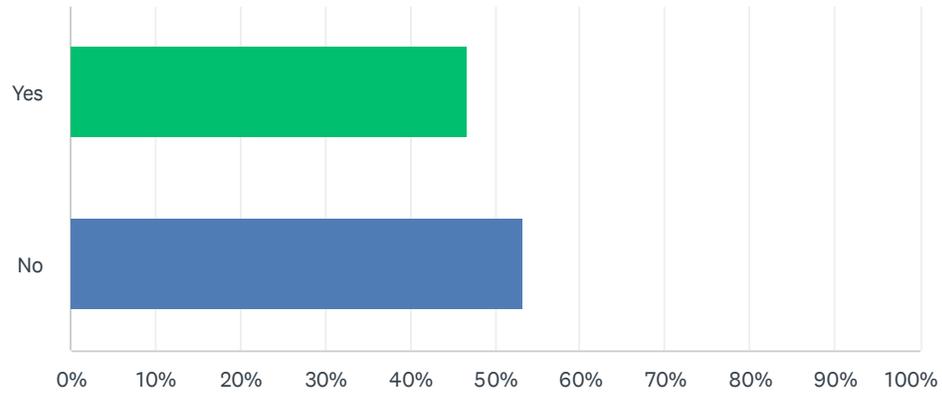
ANSWER CHOICES	RESPONSES	
More variety of physical materials	12.82%	71
More variety of electronic materials	10.47%	58
Better technology	4.69%	26
More or different programming/classes/workshops	26.90%	149
Nothing would cause me to use the Library more often	47.83%	265
Other (please specify)	11.01%	61
Total Respondents: 554		

Q73 (Optional) Please use the space below to provide any feedback or comments you might have about Sandy's libraries.

Answered: 87 Skipped: 710

Q74 In the past 12 months, have you contacted the City of Sandy for help or information?

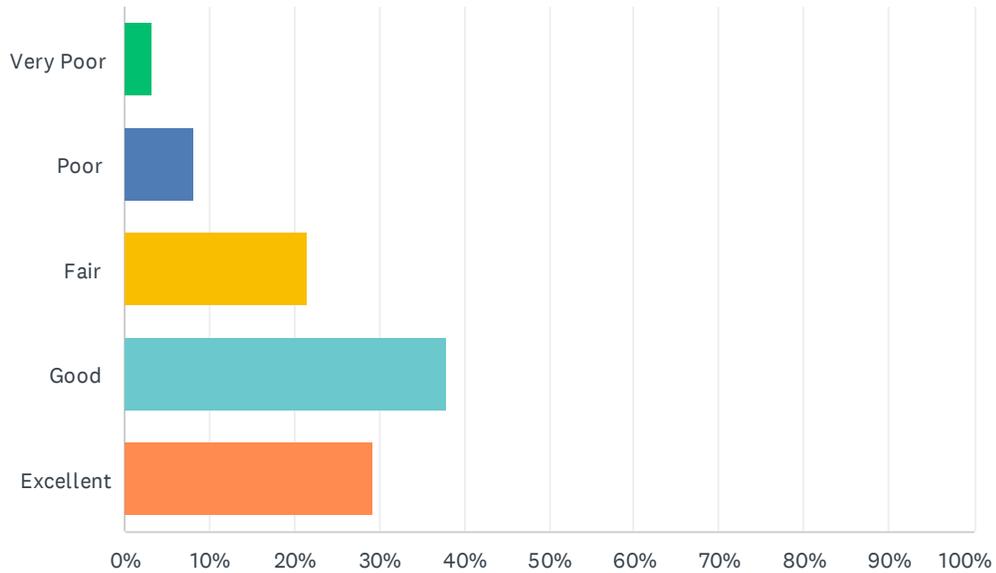
Answered: 626 Skipped: 171



ANSWER CHOICES	RESPONSES	
Yes	46.68%	288
No	53.32%	329
TOTAL		617

Q75 Please rate your experience when you engaged or reached out to the City of Sandy.

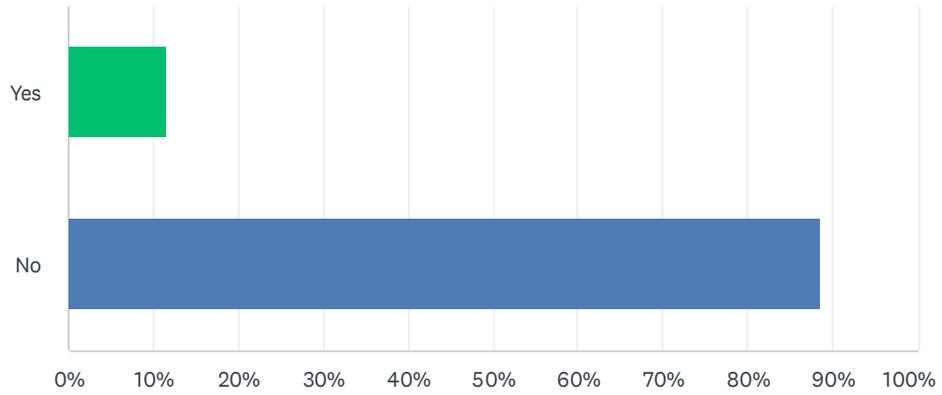
Answered: 287 Skipped: 510



ANSWER CHOICES	RESPONSES	
Very Poor	3.14%	9
Poor	8.01%	23
Fair	21.60%	62
Good	37.98%	109
Excellent	29.27%	84
TOTAL		287

Q76 In the past 12 months, have you attended a City of Sandy public meeting (not a school district or county board meeting)?

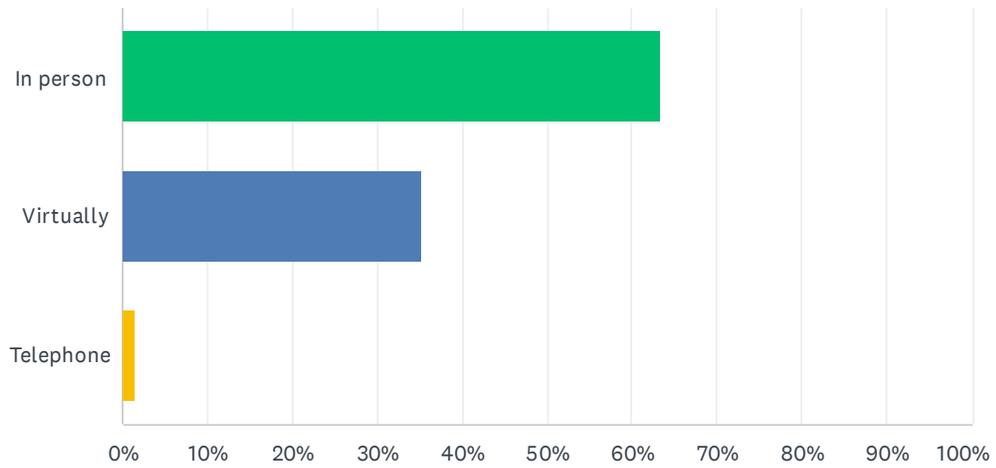
Answered: 623 Skipped: 174



ANSWER CHOICES	RESPONSES	
Yes	11.46%	70
No	88.54%	541
TOTAL		611

Q77 How did you attend/participate in your meeting?

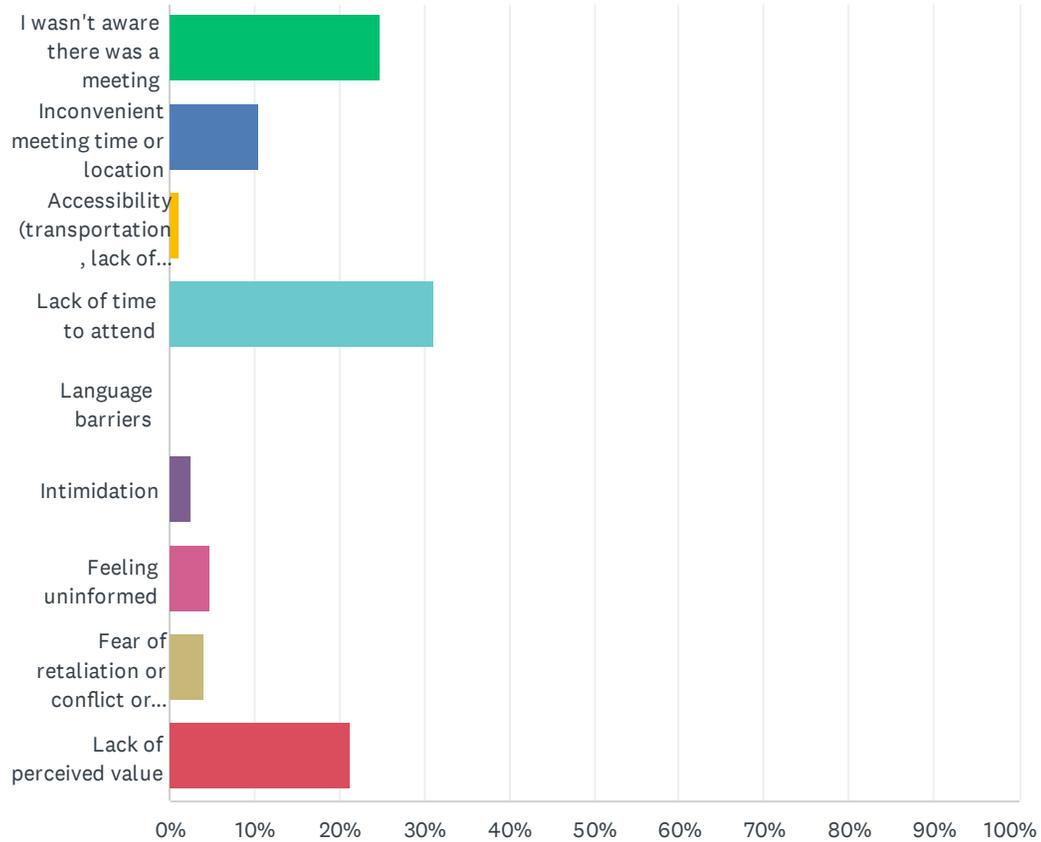
Answered: 84 Skipped: 713



ANSWER CHOICES	RESPONSES	
In person	63.38%	45
Virtually	35.21%	25
Telephone	1.41%	1
TOTAL		71

Q78 What is the biggest reason for not attending public meetings more often?

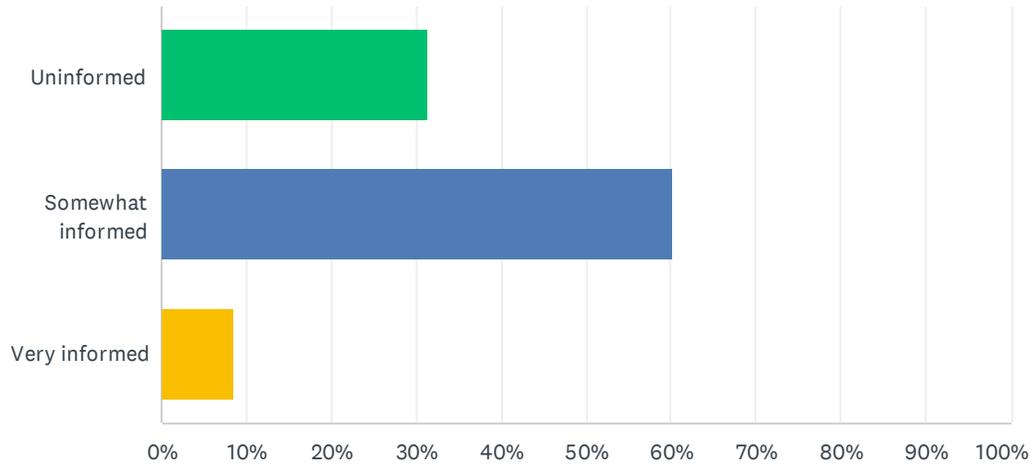
Answered: 610 Skipped: 187



ANSWER CHOICES	RESPONSES	
I wasn't aware there was a meeting	24.81%	129
Inconvenient meeting time or location	10.38%	54
Accessibility (transportation, lack of technology, lack of childcare, etc.)	1.15%	6
Lack of time to attend	31.15%	162
Language barriers	0.00%	0
Intimidation	2.50%	13
Feeling uninformed	4.62%	24
Fear of retaliation or conflict or hostility	4.04%	21
Lack of perceived value	21.35%	111
TOTAL		520

Q79 How informed do you believe that you are on City of Sandy related projects, goals and issues?

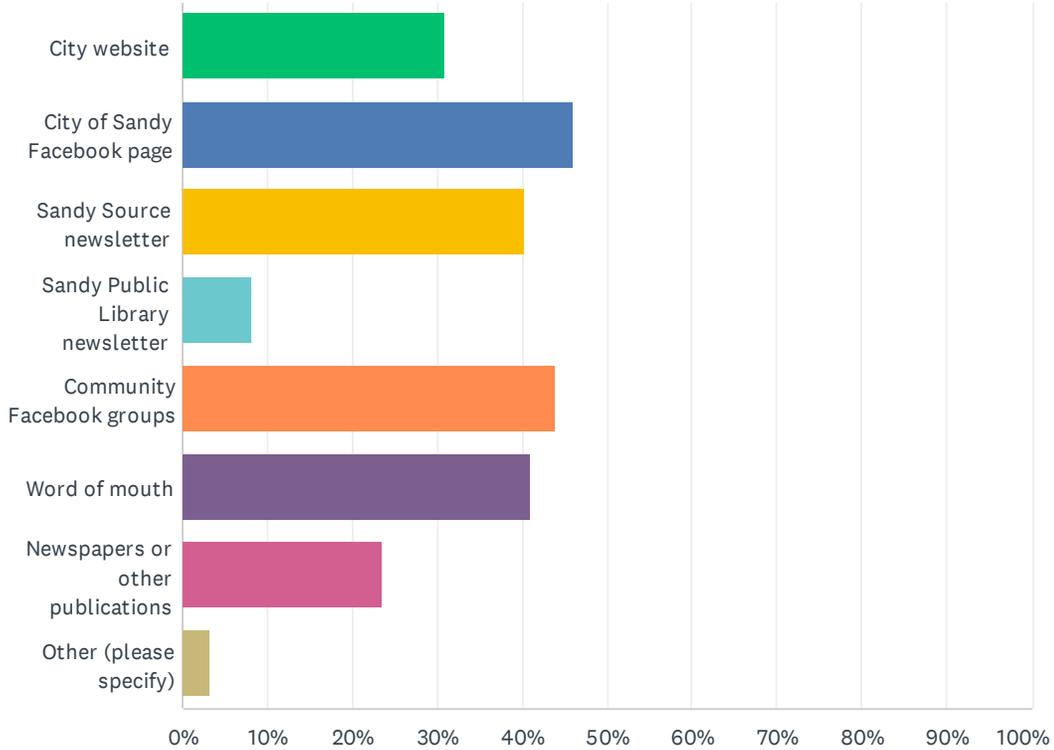
Answered: 616 Skipped: 181



ANSWER CHOICES	RESPONSES	
Uninformed	31.25%	185
Somewhat informed	60.14%	356
Very informed	8.61%	51
TOTAL		592

Q80 How do you hear about Sandy related news, projects, goals and issues? (Select all that apply)

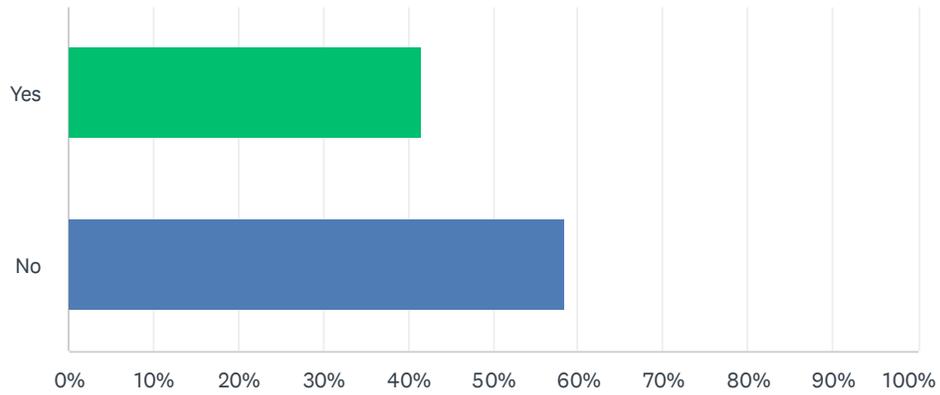
Answered: 610 Skipped: 187



ANSWER CHOICES	RESPONSES	
City website	30.82%	188
City of Sandy Facebook page	46.07%	281
Sandy Source newsletter	40.33%	246
Sandy Public Library newsletter	8.20%	50
Community Facebook groups	43.93%	268
Word of mouth	40.98%	250
Newspapers or other publications	23.44%	143
Other (please specify)	3.28%	20
Total Respondents: 610		

Q81 The Sandy Source is a monthly newsletter that written by the City of Sandy and published online and distributed over email. Do you currently subscribe to the newsletter?

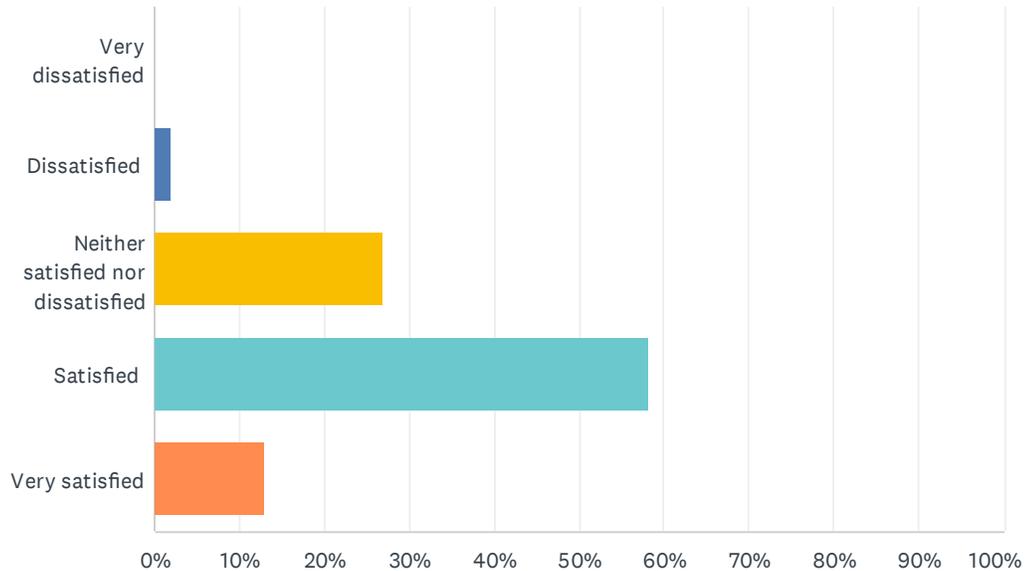
Answered: 616 Skipped: 181



ANSWER CHOICES	RESPONSES	
Yes	41.68%	248
No	58.32%	347
TOTAL		595

Q82 How satisfied are you with the content that is provided in the Sandy Source?

Answered: 272 Skipped: 525



ANSWER CHOICES	RESPONSES	
Very dissatisfied	0.00%	0
Dissatisfied	1.98%	5
Neither satisfied nor dissatisfied	26.88%	68
Satisfied	58.10%	147
Very satisfied	13.04%	33
TOTAL		253

Q83 (Optional) Would you be willing to provide any information on why you are dissatisfied with the content of the Sandy Source?

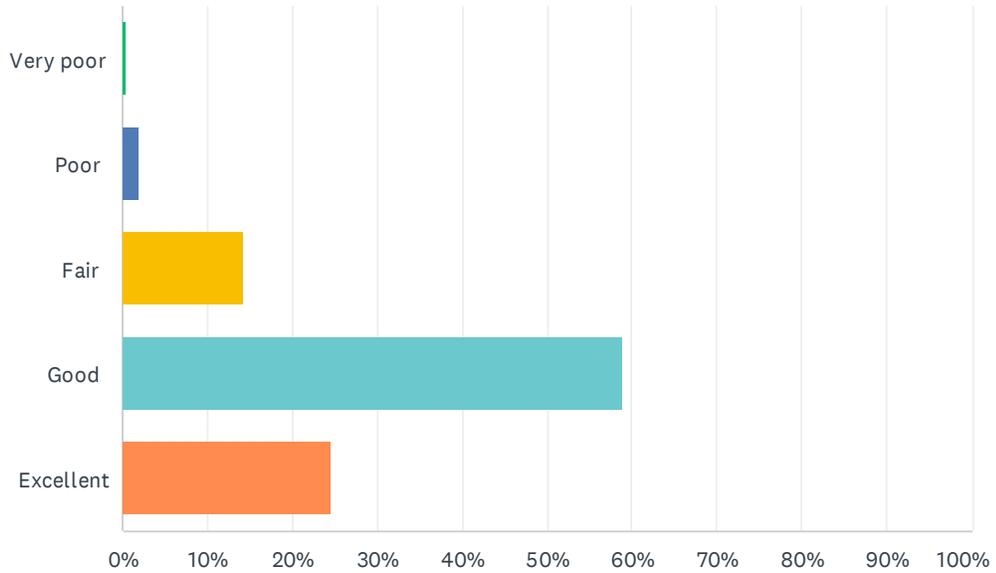
Answered: 3 Skipped: 794

Q84 (Optional) Please use the space below to provide any feedback or comments you might have about public engagement.

Answered: 74 Skipped: 723

Q85 How would you rate your overall quality of life?

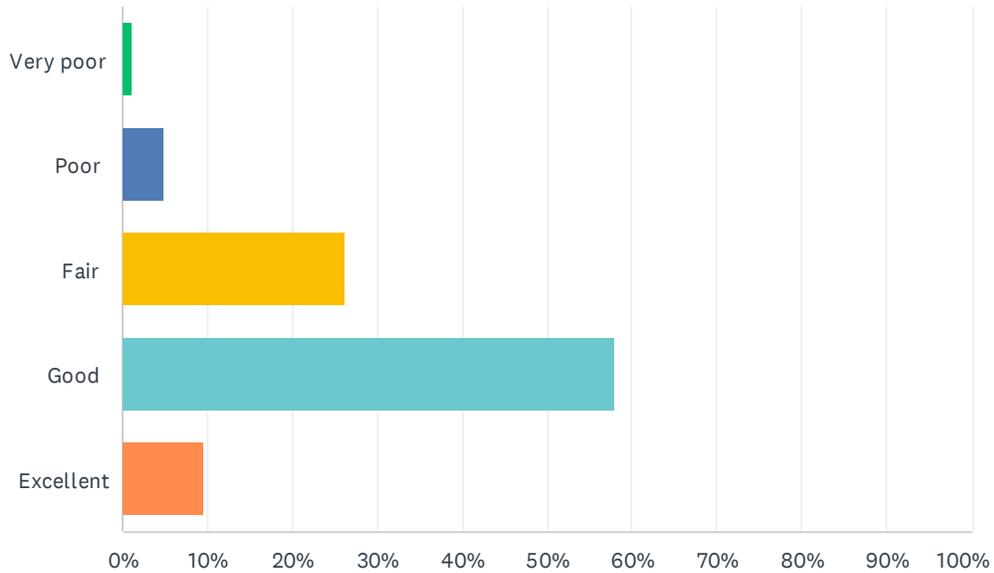
Answered: 617 Skipped: 180



ANSWER CHOICES	RESPONSES	
Very poor	0.33%	2
Poor	1.95%	12
Fair	14.33%	88
Good	58.79%	361
Excellent	24.59%	151
TOTAL		614

Q86 How would you rate the quality of life of the Sandy community of as a whole

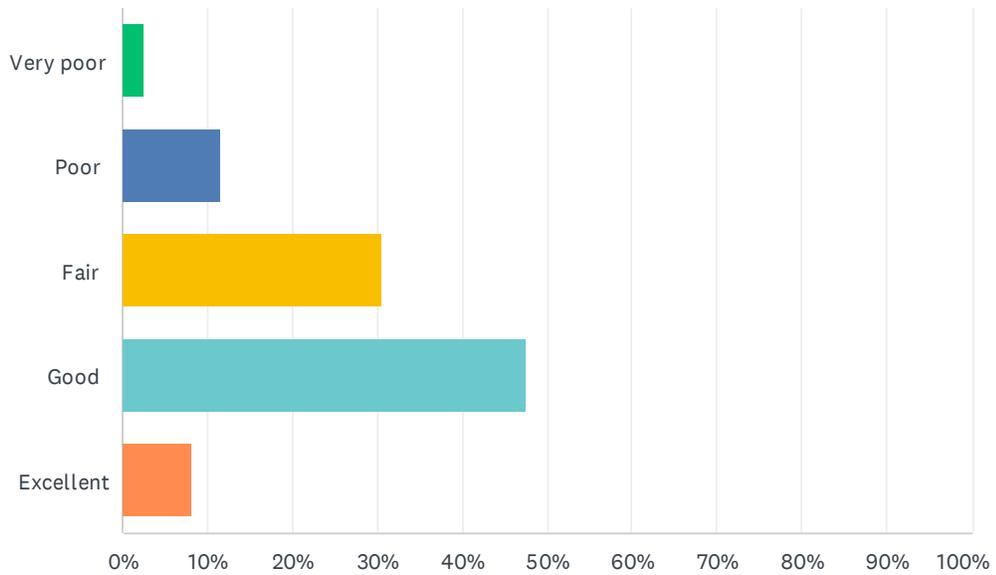
Answered: 616 Skipped: 181



ANSWER CHOICES	RESPONSES	
Very poor	1.15%	7
Poor	4.93%	30
Fair	26.32%	160
Good	58.06%	353
Excellent	9.54%	58
TOTAL		608

Q87 How would you rate the City of Sandy's overall image and reputation?

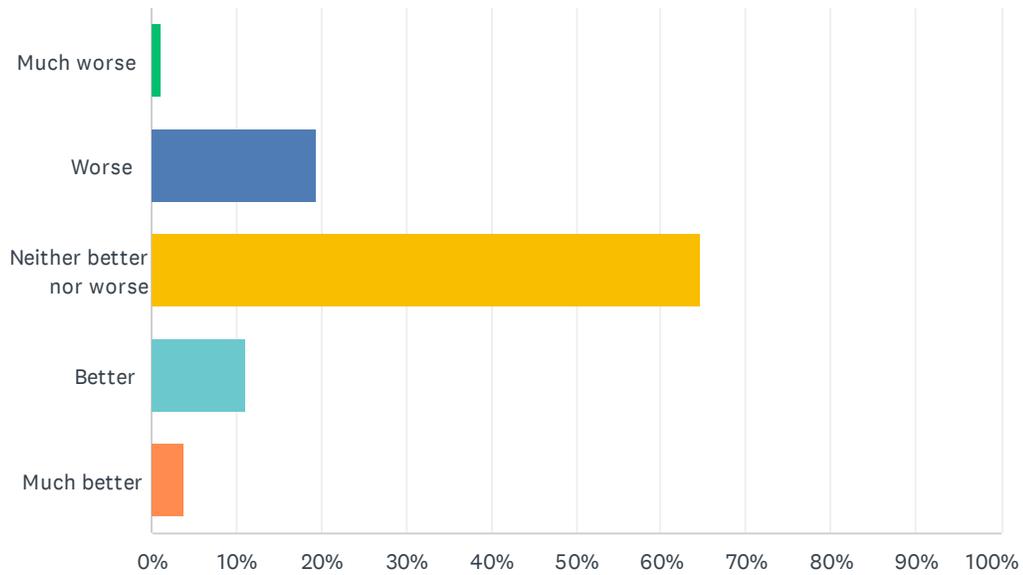
Answered: 616 Skipped: 181



ANSWER CHOICES	RESPONSES	
Very poor	2.45%	15
Poor	11.46%	70
Fair	30.44%	186
Good	47.46%	290
Excellent	8.18%	50
TOTAL		611

Q88 Compared to last year, please rate the change in your quality of life?

Answered: 615 Skipped: 182



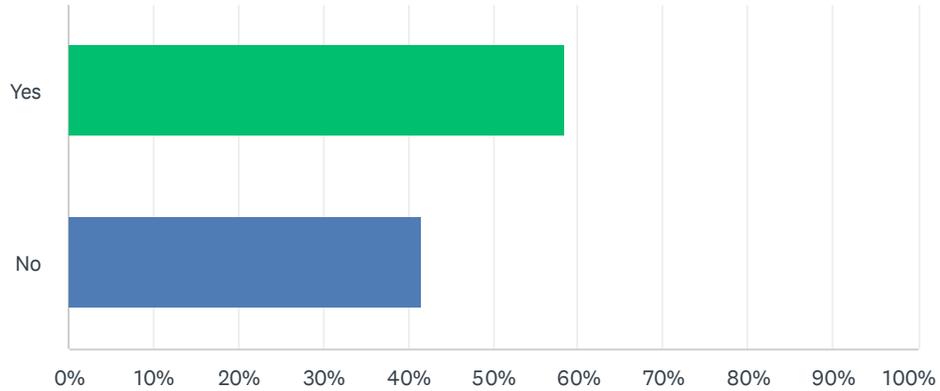
ANSWER CHOICES	RESPONSES	
Much worse	1.17%	7
Worse	19.37%	116
Neither better nor worse	64.61%	387
Better	11.02%	66
Much better	3.84%	23
TOTAL		599

Q89 (Optional) Please use the space below to provide any feedback or comments you might have about Sandy's quality of life.

Answered: 123 Skipped: 674

Q90 Would you be open and willing to participate in future surveys from the City of Sandy? By answering yes, we will ask for either your email address or a phone number so we may contact you if we decided to perform a future survey.

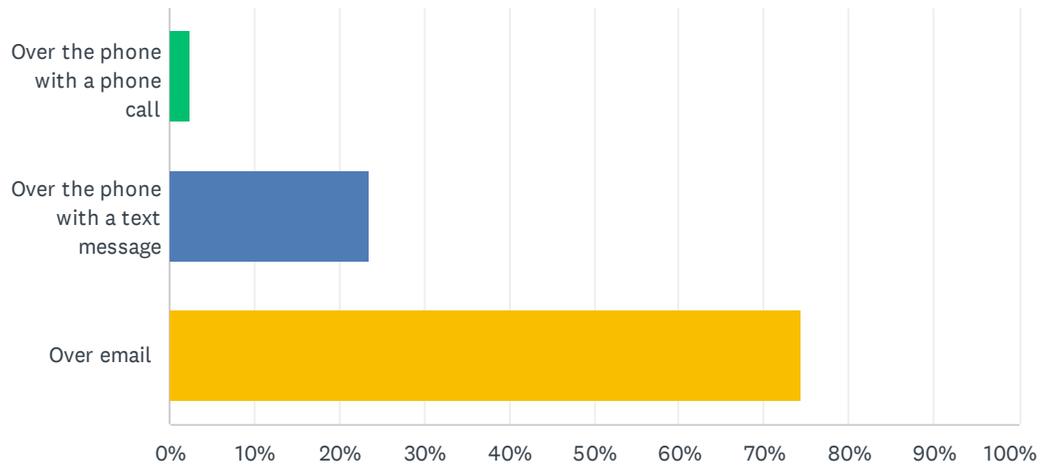
Answered: 608 Skipped: 189



ANSWER CHOICES	RESPONSES	
Yes	58.39%	355
No	41.61%	253
TOTAL		608

Q91 Would you prefer to be contacted over the phone or email?

Answered: 351 Skipped: 446



ANSWER CHOICES	RESPONSES	
Over the phone with a phone call	2.28%	8
Over the phone with a text message	23.36%	82
Over email	74.36%	261
TOTAL		351

Q92 Please enter a valid phone number

Answered: 90 Skipped: 707

ANSWER CHOICES	RESPONSES	
Phone number	100.00%	90
	0.00%	0

Q93 Please enter a valid email address

Answered: 234 Skipped: 563

ANSWER CHOICES	RESPONSES	
Email address	100.00%	234

Attachment B – Summary of Open-Ended Responses

Q12 (Optional) Please use the space below to provide any feedback or comments you might have about Sandy's community image, connections or forward progress.

Category	Hit Count
High Utility Costs	48
Rapid Growth / Over-Development	42
Traffic & Roads	34
Infrastructure Mismanagement	28
Loss of Small-Town Feel	24
Community Pool Needs	21
Shopping & Dining Variety	19
School System Issues	17
Homelessness & Crime	15
Community Social Environment	14
Other (Misc. single-topic responses)	32

Q29 (Optional) Please use the space below to provide any feedback or comments you might have about the safety of the Sandy community.

Category	Hit Count
Traffic & Speeding Enforcement	62
Running Red Lights / Stop Signs	38
Opposition to Traffic Cameras	34
Homelessness / Transient Concerns	24
Intersection & Infrastructure Issues	22

Pedestrian & Crosswalk Safety	21
Drugs & Substance Use	18
Property Crimes & Theft	15
Code Enforcement Issues	12
School & E-bike Safety	11
Other (Misc. single-topic responses)	19

Q42 (Optional) Please use the space below to provide any feedback or comments you might have about Sandy's local economy.

Category	Hit Count
High Utility Costs	46
Infrastructure & Sewer Needs	24
Over-Development / High-Density	22
Traffic & Road Conditions	18
Retail & Grocery Variety	17
Dining & Entertainment Quality	15
Housing Costs & Property Taxes	14
Medical Facility Needs	11
Job & Career Opportunities	10
Vacant Buildings / Revitalization	9
Other (Childcare, Safety, Pool, etc.)	28

Q56 (Optional) Please use the space below to provide any feedback or comments that you might have about transportation in Sandy.

Category	Hit Count
Infrastructure (Sidewalks/Biking/Crosswalks)	28
Traffic Congestion / Bypass Needs	18
Safety & Homelessness Concerns	16
Transit Inconvenience (Schedule/Stops)	15
Transit Spending / Low Ridership	14
Other (General Praise, Personal Irrelevance, etc.)	57

Q64 (Optional) Please use the space below to provide any feedback or comments you might have about Sandy's parks.

Category	Hit Count
Public Pool / Aquatic Center Needs	32
Homelessness, Drugs & Safety	29
Sports Fields & Courts (Pickleball/Soccer)	24
Park & Trail Maintenance	21
Expanded Walking/Biking Trails	18
Other (Programming, Events, New Parks, etc.)	110

Q73 (Optional) Please use the space below to provide any feedback or comments you might have about Sandy's libraries.

Category	Hit Count
Praise for Staff & Service Quality	32
Parking & Physical Accessibility Issues	18

Children & Youth Programming Support	16
Digital Service/App Complaints (Libby)	14
Safety & Homelessness Concerns	12
Other (Marketing, Funding, Facility Needs, etc.)	53

Q84 (Optional) Please use the space below to provide any feedback or comments you might have about public engagement.

Category	Hit Count
Feelings of Being Ignored / Ineffective Engagement	24
Meeting Announcement & Schedule Issues	18
Newsletter Awareness (Sandy Source)	16
Growth & Infrastructure Concerns	15
Digital/Social Media Engagement Needs	14
Other (Non-city residents, Leadership views, Physical mail, etc.)	49



STAFF REPORT

Meeting Type: City Council
Meeting Date: March 2, 2026
From: Tyler Deems, City Manager
Subject: Clackamas County TSP Discussion

DECISION TO BE MADE:

Discuss transportation projects that relate to the City of Sandy but are in Clackamas County’s jurisdiction; identify projects to advocate for inclusion in the County’s Transportation System Plan.

APPLICABLE COUNCIL GOAL:

N/A

BACKGROUND / CONTEXT:

Clackamas County is currently working on [updating their Transportation System Plan \(TSP\)](#). The last update was completed in 2013. The current process is looking ahead to 2045. Clackamas County conducted a virtual open house in early February to receive feedback on potential future projects. Clackamas County has also asked for a staff representative to serve on their technical advisory committee. Kelly O’Neill Jr, Development Services Director, was selected to participate on that advisory committee to represent the City of Sandy. It is still to be determined what future involvement from local elected officials will look like in the TSP process.

KEY CONSIDERATIONS / ANALYSIS:

To ensure that staff is capturing all of the projects that could benefit the City of Sandy, staff is requesting that Council provide any details on future improvements and projects that should be addressed in the TSP. Staff has developed a list of three projects that would directly benefit Sandy, and would improve traffic and safety within the community. These three projects are:

- Extension of 362nd Avenue north to Kelson Road
- Installation of stop light and related improvements at Highway 211 and 362nd Avenue
- Improvements to Ten Eyck Road at Highway 26

To assist in facilitating this discussion, staff will provide a map of Sandy and the surrounding area during the Council meeting on March 2nd. Councilors can then identify any problem areas or proposed solutions and staff will take that feedback, consolidate it, and provide it to Clackamas County for their consideration.

BUDGET IMPACT:

None at this time.

RECOMMENDATION:

Discuss transportation projects that relate to the City of Sandy but are in Clackamas County's jurisdiction; identify projects to advocate for inclusion in the County's Transportation System Plan.

Meeting Type: City Council
Meeting Date: March 2, 2026
From: Tyler Deems, City Manager
Subject: “Bin List” Discussion

DECISION TO BE MADE:

Discuss items and tasks that can be added to our ongoing “bin list” for future work.

APPLICABLE COUNCIL GOAL:

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

BACKGROUND / CONTEXT:

The City Council adopts a list of goals each biennium; the most recent adoption of Council goals took place in early 2025. The list of current goals can be found [here](#). Council goal 6.10 identified the ongoing desire to continue to improve and refine cost language, policies, and practices related to code enforcement. This goal could also be expanded to include other items that do not necessarily relate to code enforcement but apply to good governance or city operations.

In addition, the City Council recently discussed the idea of creating a “bin list” – a list of needed improvements and potential work that both City Council and staff have identified as issues that need to be addressed. The intent of this process is to ensure that the items that staff plan to work on in the coming months have Council support, and any new ideas that are discussed have support by a majority of the Council.

KEY CONSIDERATIONS / ANALYSIS:

Staff have been working on several updates behind the scenes as part of our ongoing effort to improve and refine code language. Examples of this work include:

- Code modification to ensure fines are consistent throughout (Class A, Class B, and Class C – already in progress)
- Increased fine amounts for code violations that cannot be reversed (for example, tree removal)
- [Chapter 17](#) modifications:
 - Sign code (already in progress, still need further work on temporary signs)
 - Parks and open spaces code language for structures
 - Accessory structures for commercial

- Fences/retaining walls and temporary uses/structures (already in progress, needs a future work session)
- Urban forestry amendments
- Regulations surrounding short-term rentals (in alignment with the recently adopted Housing Production Strategy)
- Property maintenance code to assist with residential code enforcement (replacing parts of [Chapter 8.16](#))
- Addressing code to standardize and codify our current practices (coordinated with the Fire District)

Other ideas have been brought up in recent months by various members of the City Council include:

- Noise ordinance
- Solicitation (door to door sales) ordinance
- Utility bill due dates and practices
- Rolls and responsibilities of City Council (refresher on Council Rules)
- Traffic discussion at Cedar Ridge Middle School and Sandy High School

Any other ideas from the Council are welcomed and discussion can take place to determine the priority/consensus of any additional items.

BUDGET IMPACT:

None at this time.

RECOMMENDATION:

Discuss the existing list that was put together by staff, add any additional items where consensus among the Council is identified.