

Executive Committee Meeting

DATE: Tuesday, February 11, 2020

TIME: 5:30 p.m.

LOCATION: LCOG, Park Place Building, 859 Willamette St., Suite 500, Eugene, OR 97401

CONTACT: Brenda Wilson, 541-682-4283, [bwilson@lcog.org](mailto:bwilson@lcog.org)

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1. Agenda: Feb. 11, 2020

Documents:

[EC AGENDA FEB.PDF](#)

2. Item 2: FY20 Revised And FY21 Budget Process

Documents:

[2 FY20 REVISED AND FY21 BUDGET PROCESS.PDF](#)

3. Item 4 Memo: WIX2 Contract

Documents:

[4 MEMO WIX2 CONTRACT.PDF](#)

4. Item 4 Attachment: WIX2 Contract

Documents:

[LCOG\\_2G\\_CONSTRUCTION CONTRACT\\_V1.PDF](#)

5. Item 5 Memo: CWEDD

Documents:

[5 MEMO CWEDD.PDF](#)

6. Item 6 Memo: Audit Comm Appoint

Documents:

[6 MEMO AUDIT COMM APPOINT.PDF](#)

7. Item 7 Memo: Budget Committee Appoint.

Documents:

[7 MEMO BUDGET COMM APPOINT.PDF](#)

8. Item 8: Draft Board Agenda For February

Documents:

[8 DRAFT BD AGENDA FOR FEB.PDF](#)



## EXECUTIVE COMMITTEE MEETING AGENDA FOR FEBRUARY

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**Date:** Tuesday, February 11, 2020  
**Time:** 5:30 p.m.  
**Location:** Lane Council of Governments  
Park Place Building, 859 Willamette, Eugene - 5<sup>th</sup> Floor  
**Contact:** Brenda Wilson, (541) 682-4395

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\* Denotes Packet Attachment

### Information Items

1. LinkLane – Update
2. \*Budget Process
3. Dinner - Update

### Policy / Action Items

4. \*WIX2 Contract – Approve
5. \*CWEDD Board Members – Appoint
6. \*Audit Committee Members - Recommend Appointments to Board
7. \*Budget Committee Members - Recommend Appointments to Board

### Standing Items

8. \*Draft Board Agenda for February

**2020-2021 LCOG BUDGET PROCESS**  
**WITH INTERNAL DEADLINES**  
**DRAFT – FINAL BUDGET COMMITTEE DATES NOT YET SET FOR 2020**

<u>DATE</u>	<u>TASK</u>
2/28/20	FY20 Revised Budget: LCOG Managers - Deadline for budget changes to Fiscal
3/20/20	FY21 Proposed Budget: LCOG Managers – Deadline for FY21 Projections (FTE; Revenues; Expenditures; Changes from FY20 Identified) to Fiscal
3/20/20	Print FY20 Revised Budget
2/23/20*	Mail FY20 Revised Budget to Budget Committee/Executive Committee
4/7/20*	Budget Committee reviews Revised FY20 Budget; recommends to Executive Committee
4/14/20	Executive Committee – approves FY20 Revised Budget
4/23/20	Board adopts FY20 Revised Budget
4/28/20	Print FY21 Proposed Budget document
5/1/20	Mail FY21 Budget to Budget Committee/Executive Committee
5/12/20	Budget Committee meeting--reviews FY21 Budget
5/19/20*	Budget Committee meeting--approve FY21 Budget
6/9/20	Executive Committee meeting – approve FY21 Budget
6/25/20	Public Hearing on Budget/Adoption of FY21 Budget by Board
7/1/20	Adopted document printed--(40) Copies mailed to Board members in July Document made available on the LCOG Internet site.
7/2/20	Save Adopted Budget document, advertisements and revised budgets from prior year to send to Department of Revenue if requested.

\*Tentative

**FY2020 REVISED ONLY**  
**INTERNAL DEADLINES**

**DRAFT – FINAL BUDGET COMMITTEE DATES NOT YET SET FOR 2020**

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3/20/20	Print FY20 Revised Budget
3/23/20*	Mail FY20 Revised Budget to Budget Committee/Executive Committee
4/7/20*	Budget Committee reviews Revised FY20 Budget; recommends to Executive Committee
4/14/20	Executive Committee – approves FY20 Revised Budget
4/23/20	Board adopts FY20 Revised Budget

\*Tentative

**FY2021 ONLY**  
**INTERNAL DEADLINES**  
**DRAFT – FINAL BUDGET COMMITTEE DATES NOT YET SET FOR 2020**

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3/20/20	FY21 Proposed Budget: LCOG Managers – Deadline for FY21 Projections (FTE; Revenues; Expenditures; Changes from FY20 Identified) to Fiscal
4/28/20	Print FY21 Proposed Budget document
5/1/20	Mail FY21 Budget to Budget Committee/Executive Committee
5/12/20	Budget Committee meeting--reviews FY21 Budget
5/19/20*	Budget Committee meeting--approve FY21 Budget
6/9/20	Executive Committee meeting – approve FY21 Budget
6/25/20	Public Hearing on Budget/Adoption of FY21 Budget by Board
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\*Tentative



February 11, 2020

**To:** Executive Committee

**From:** Brenda Wilson

**Subject:** Willamette Internet Exchange (WIX) Expansion Construction Contract

**Action Recommended:** Approve Contract

**Background:**

Per the LCOG Bylaws, the Executive Committee serves as the "contract review board" for the Lane Council of Governments, and exercises the powers and duties established for such boards under State law (ORS 279.055). By resolution, the Board has established procedures for entering into public contracts. Within those procedures, the Executive Director or his/her designee serves as the contracting and purchasing agent for the agency and is authorized to enter into contracts. All contracts with a fiscal impact on LCOG of \$250,000 or more shall require Executive Committee ratification.

This memo briefly describes the current status of the EUGNet project and, more specifically the construction of an expansion to the Willamette Internet Exchange (WIX) at the Park Place Building. We are asking the LCOG Executive Committee approve LCOG as party to the project and authorize the LCOG Executive Director to execute the \$1,861,000 construction contract to build the expansion in a 1,300 square foot second floor suite at 859 Willamette Street.

EUGNet is a multi-agency effort to deploy an open-access, high speed fiber network to the core of the City of Eugene's downtown. EUGNet partners include EWEB, City of Eugene, LCOG and the Technology Association of Oregon. The project, as essential infrastructure, is to spur economic development by creating and retaining jobs in the high-tech sector. Furthermore, the project creates a competitive landscape for internet service providers by its open access model. This model has already been shown to dramatically increase internet speeds while simultaneously lowering the monthly cost for end users.

EUGNet began in earnest in 2017, and built on a successful pilot project which began in 2015. The physical part of the project has two major, interrelated components, the Fiber Network (the spokes of the wheel) and the WIX Expansion (the hub of the wheel). They are not phases but parallel project components with staggered implementation timelines.

- **Fiber Network Component**  
The Fiber Network component was the installation of micro-ducts (small-diameter bundles of conduits) and fiber optic cables into existing underground EWEB electrical conduits and subsurface vaults. Through these existing conduits, 85 buildings in downtown Eugene have been connected directly to the existing interconnection facility, we know as the Willamette Internet Exchange ("WIX"). Remaining and new buildings will be connected in the future.
- **Willamette Internet Exchange (WIX) Expansion Component**  
EUGNet partners anticipated that the increase in interconnective opportunities at the WIX would stress, and ultimately overwhelm, the facility's capacity. Indeed, the existing WIX space, in the basement of 859 Willamette Street, has no more cabinet space to accommodate the growth occurring (and expected) from the project. The physical expansion of the WIX must occur if the project is to fully meet its forecasted usage. This work will also increase functional security by providing system-critical redundancy, vital backup hardware, and an alternative less vulnerable to water inundation.

Design and Engineering for the WIX began in early 2019 and was completed in the fall of 2019. Construction for the expansion was put out to bid in November of 2019. Six competitive bids were received in December 2019 and the low bid was \$1,861,000. This was less than the engineers



estimated range of \$1.9 to \$2.1 million for the project. The construction firm with the successful (lowest) bid is 2G Construction out of Eugene. 2G is a reputable construction firm.

LCOG staff, with the assistance of LCOG's legal counsel at the Local Government Law Group, developed a construction contract and submitted the contract to 2G Construction in early January, 2020. That contract is attached.

EUGNet has a total budget of approximately \$3.5 million dollars. The City of Eugene is funding the majority of the project costs through Urban Renewal funds and through "Telecom" funds which are collected through Eugene's telecom tax. Another significant contribution comes from the Federal Economic Development Administration (EDA) which has committed over \$1.9 million dollars in matching funds for both components of the project. All necessary procurement steps and protocols were followed (including those dictated by the Federal Economic Development Administration (EDA)).

The project is managed by a Fiber Implementation Team (FIT) composed of one staff member from EWEB, two staff members from the City of Eugene, and two staff members from LCOG. Patrick Cox, a city of Eugene Engineer, is the overall EUGNet project manager. Jacob Callister, LCOG Fiber Lead, is managing the WIX Expansion component of the project, including coordination with the contractor, engineering and design team, and the property manager.

Construction of the WIX Expansion is scheduled to be complete in the fall of 2020.

### **Key Contract Considerations:**

- The WIX Expansion Contract is between Lane Council of Governments and 2G Construction. LCOG has a EUGNet contract with the City of Eugene that covers all funds for the project as a pass-through.
- The expansion is a significant investment in the Park Place Building, providing a significant benefit to the region, and an attractive asset in the building. There has already been additional interest in Park Place suites due to the proposed improvements.

- LCOG is committed to Implement WIX construction through its Economic Development Association (EDA) grant award agreement, and an associated IGA with City of Eugene.

**Suggested Action:**

Motion to Authorize LCOG Executive Director to Execute Willamette Internet Exchange (WIX) Expansion Construction Contract.

**LCOG CONSTRUCTION CONTRACT  
FOR INTERCONNECTION FACILITY EXPANSION**

In consideration of the covenants herein below set forth, 2G CONSTRUCTION INC., hereafter referred to as **CONTRACTOR**, and **Lane Council of Governments**, hereafter referred to as **LCOG**, mutually contract as follows:

A. **CONTRACTOR** agrees and covenants to perform all work indicated for the general construction services for:

1. Final design and construction (including installation of associated infrastructure), as described in Exhibit E, attached and incorporated into this contract.
2. **Cost** The total cost to **LCOG** of \$1,861,000 is complete with all material, labor and equipment as may be necessary for the faithful and professional performance of this contract, hereby identified as \_\_\_\_\_, and dated **January \_\_, 2020** including ADDENDA.
3. **Engineer** The Project has been designed by Systems West Engineers. **LCOG** will designate a person or firm (Engineer) to assume all duties and responsibilities regarding project monitoring, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Project.

B. **CONTRACTOR** agrees to complete full performance for all work under the contract in accordance with all terms, plans, and specifications in the Contract Documents. The Project will be complete within 8 months after the date when **LCOG** issues a Notice to Proceed for a project.

If the contractor fails to achieve completion as provided in Section B., liquidated damages, if any, shall be assessed as set forth in Section 15.1.7 of the Project Manual.

C. Payment shall be due when the contract has been fully performed according to its terms. **LCOG** shall make payment when **CONTRACTOR** submits evidence satisfactory to **LCOG** of having appropriately paid all payrolls, material bills, and other indebtedness connected with the work, and of having fully complied with all laws and terms of the contract.

Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the Work provided for in the Contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor.

- (a) ORS 279C.580(3)(a) requires the prime Contractor to include a clause in each subcontract requiring Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within ten (10) days out of such amounts as are paid to the prime Contractor by the public contracting agency; and
- (b) ORS 279C.580(3)(b) requires the prime Contractor to include a clause in each subcontract requiring Contractor to pay an interest penalty to the first-tier Subcontractor if payment is not made within thirty (30) days after receipt of payment from the public contracting agency.

(c) ORS 279C.580(4) requires the prime Contractor to include in every subcontract a requirement that the payment and interest penalty clauses required by ORS 279C.580(3)(a) and (b) be included in every contract between a Subcontractor and a lower-tier Subcontractor or Supplier.

**LCOG** shall make payments consistent with Section 01 2000 of the Project Manual.

- D. A notice of claim on **CONTRACTOR's** payment bond shall be submitted only in accordance with ORS 279C.600 and 279C.605.
- E. **CONTRACTOR** shall demonstrate to **LCOG** that an employee drug-testing program is in place within ten (10) days of receiving a Notice of Award.
- F. Pursuant to ORS 279C.515, if **CONTRACTOR** fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the **CONTRACTOR** or a Subcontractor by any person in connection with the Contract as such claim becomes due, **LCOG** may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due to **CONTRACTOR** by reason of the Contract. The payment of a claim in the manner authorized hereby shall not relieve the **CONTRACTOR** or its surety from their obligations with respect to any unpaid claim. If **LCOG** is unable to determine the validity of any claim for labor or material furnished, **LCOG** may withhold from any current payment due **CONTRACTOR** an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
- G. Pursuant to ORS 279C.515, if the **CONTRACTOR** or a first-tier Subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within thirty (30) days after receipt of payment from **LCOG** or **CONTRACTOR**, the **CONTRACTOR** or first-tier Subcontractor shall owe the person the amount due plus interest charges commencing at the end of the ten (10) day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to **CONTRACTOR** or first-tier Subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve District that includes Oregon on the date that is thirty (30) days after the date when payment was received from the **LCOG** or from the **CONTRACTOR**, but the rate of interest shall not exceed thirty (30) percent. The amount of interest may not be waived.
- H. As provided in ORS 279C.515, if the **CONTRACTOR** or a Subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
- I. **CONTRACTOR** agrees that **LCOG** shall not be responsible or liable for any payment for additional work or cost over the contract total. **LCOG** must pre-approve, in advance and in writing, any necessary work beyond this contract total. **LCOG**, in its discretion, may require the execution of a contract amendment by the parties prior to any obligation to pay for additional work, or may issue an amended purchase order. Any **LCOG** obligation to pay is conditioned upon the work being performed in accordance with this contract, subject

to its terms unless specified otherwise, and performed satisfactorily at the direction of the Engineer. Any payment is limited to compensation for actual quantities of work performed or other specified payment basis, taking into account any amounts that may be deductible under this contract.

- J. **CONTRACTOR** shall comply with all provisions of LCOG's Standard Contract Provisions (Exhibit A), Oregon Public Contracting Requirements (Exhibit B) and EDA's Contracting Provisions for Construction Projects (Exhibit C) as well as the provisions included in the Project Manual.
- K. Pursuant to ORS 279C.530, **CONTRACTOR** shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such **CONTRACTOR**, of all sums which the **CONTRACTOR** agrees to pay for such services and all monies and sums which the **CONTRACTOR** collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- L. Each worker in each trade or occupation employed in the performance of the contract either by the **CONTRACTOR**, subcontractor, or other person doing, or contracting to do, or contracting for the whole or any part of the work on the contract, must be paid not less than the applicable state prevailing rate of wage, or the applicable federal prevailing rate of wage, whichever is higher. **CONTRACTOR** must pay daily, weekly, weekend and holiday overtime as specified in law. The federal rate Wage Decision attached to this contract (Exhibit D) is the rate fixed ten (10) days prior to the execution of the contract, and will be the rate fixed for the duration of the Project. The BOLI rates in effect on the date of the execution of the contract shall be the applicable BOLI Prevailing Wage Rate. The higher of the two prevailing wage rates for each occupation employed by **CONTRACTOR** shall be paid by **CONTRACTOR**. Once before the first payment, and once each week thereafter, and once before final payment of any sum due hereunder, **CONTRACTOR**, any subcontractor or their sureties, shall file a certificate of rate of wage as required by ORS 279C.845 and federal law, respectively. If **LCOG** determines at any time that the prevailing rate of wages has not or is not being paid as required herein, it may retain from the moneys due to **CONTRACTOR** an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and may also cancel the contract. **CONTRACTOR** shall be liable to the workers affected for failure to pay the required rate of wage in the amount of their unpaid minimum wages, including all fringe benefits under ORS 279C.840(5), and in an additional amount equal to said unpaid wages as liquidated damages. **CONTRACTOR** shall include a contract provision in compliance with this paragraph in every subcontract, and shall require each subcontractor to include in each additional subcontract or contract.

### **Prevailing Wage**

Consistent with the **Project Manual, including, Section 00 - 04100 1.21. Wage Rates, Section 00 7343 Prevailing Wage Rates,** and the Economic Development Administration's **Contracting Provisions for Construction Projects (Exhibit C),** **CONTRACTOR** shall provide LCOG with a written report containing hours worked for all employees subject to Davis Bacon rules. This requirement also applies to **CONTRACTORS** or subcontractors.

Reports can be mailed to  
Jacob Callister  
LCOG  
859 Willamette St. Suite 500  
Eugene OR 97401

Or emailed to [jcallister@lcoog.org](mailto:jcallister@lcoog.org)

- M. As may be required by ORS 279C.845, **CONTRACTOR** or **CONTRACTOR's** surety and every Subcontractor or Subcontractor's surety shall file certified payroll statements with the Contracting Agency in writing.
- (a) If **CONTRACTOR** is required to file certified statements under ORS 279C.845, **LCOG** shall retain twenty-five (25) percent of any amount earned by the Contractor on the public works project until the **CONTRACTOR** has filed with **LCOG** a certified statement as required by ORS 279C.845. **LCOG** shall pay the **CONTRACTOR** the amount retained within fourteen (14) days after the **CONTRACTOR** files the required certified statements, regardless of whether a Subcontractor has failed to file certified statements required by statute. **LCOG** is not required to verify the truth of the contents of certified statements filed by the **CONTRACTOR** under this section and ORS 279C.845.
- (b) The **CONTRACTOR** shall retain twenty-five (25) percent of any amount earned by a first-tier Subcontractor on this public works Contract until the Subcontractor has filed with **LCOG** certified statements as required by ORS 279C.845. The **CONTRACTOR** shall verify that the first-tier Subcontractor has filed the certified statements before the Contractor may pay the Subcontractor any amount retained. The **CONTRACTOR** shall pay the first-tier Subcontractor the amount retained within fourteen (14) days after the Subcontractor files the certified statements as required by ORS 279C.845. Neither **LCOG** nor the **CONTRACTOR** is required to verify the truth of the contents of certified statements filed by a first-tier Subcontractor.
- N. Once before the first payment and once before final payment is made of any sum due on account of the Contract for a public work, **CONTRACTOR** or **CONTRACTOR's** surety and every Subcontractor with a Subcontractor's surety, shall file a statement with **LCOG** in writing in the form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each classification of worker which **CONTRACTOR** or Subcontractor has employed upon such public work, and further certifying that no worker employed upon such public work has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract, which certificate and statement shall be verified by the oath of **CONTRACTOR** or **CONTRACTOR's** surety or Subcontractor or the Subcontractor's surety, that **CONTRACTOR** or Subcontractor has read such statement and certificate, knows the contents thereof, and that the same is true to **CONTRACTOR's** or Subcontractor's knowledge. A true copy of the certification or certifications required to be filed pursuant to this section shall also be filed at the same time with the Commissioner of the Bureau of Labor and Industries.

- O. Unless exempt under ORS 279C.836(4), (7), (8) or (9), before starting Work on this Contract, or any Subcontract hereunder, **CONTRACTOR** and all Subcontractors must have on file with the Construction Contractors Board a public works bond with a corporate surety authorized to do business in the state of Oregon in the amount of \$30,000. The bond must provide that the **CONTRACTOR** or Subcontractor will pay claims ordered by the Bureau of Labor and Industries to workers performing labor upon public works projects. The bond must be a continuing obligation, and the surety's liability for the aggregate of claims that may be payable from the bond may not exceed the penal sum of the bond. The bond must remain in effect continuously until depleted by claims paid under ORS 279C.836(2), unless the surety sooner cancels the bond. The surety may cancel the bond by giving thirty (30) days' Written Notice to the **CONTRACTOR** or Subcontractor, to the Construction Contractors Board and to the Bureau of Labor and Industries. When the bond is canceled, the surety is relieved of further liability for Work performed on contracts entered into after the cancellation. The cancellation does not limit the surety's liability for Work performed on contracts entered into before the cancellation. **CONTRACTOR** further certifies that **CONTRACTOR** will include in every subcontract a provision requiring a Subcontractor to file a public works bond with the Construction Contractors Board before starting Work on the Project, unless exempt under ORS 279C.836(4), (7), (8), or (9).
- (a) Unless exempt under ORS 279C.836(4), (7), (8), or (9), before permitting a Subcontractor to start Work on this public works Project, the **CONTRACTOR** shall verify that the Subcontractor has filed a public works bond as required under this Section or has elected not to file a public works bond under ORS 279C.836(7).
- (b) Unless **LCOG** has been notified of any applicable exemptions under ORS 279C.836(4), (7), (8), or (9), the public works bond requirement above is in addition to any other bond **CONTRACTORS** or Subcontractors may be required to obtain under this Contract.
- P. The performance under this contract is at **CONTRACTOR'S** sole risk. The service or services to be rendered under this contract are those of an independent contractor who is not an officer, employee, or agent of **LCOG** as those terms are used in ORS 30.265. Notwithstanding the Oregon Tort Claims Act, except as they apply to **CONTRACTOR**, or provisions of any other contract, **CONTRACTOR** is acting as and assumes liability of an independent contractor as to claims between **LCOG** and **CONTRACTOR**. **CONTRACTOR** is solely liable for any Workers' Compensation coverage, social security, unemployment insurance or retirement payments, and federal or state taxes due as a result of payments under this contract. Any subcontractor hired by the **CONTRACTOR** shall be similarly responsible.
- Q. **CONTRACTOR** agrees to indemnify, defend and hold **LCOG**, its Board, agents, officers and employees, harmless and defend all damages, losses and expenses included but not limited to attorney's fees, and to defend all claims, proceedings, lawsuits and judgments arising out of or resulting from the fault of the **CONTRACTOR**, the **CONTRACTOR'S** agents, representatives or subcontractors, in the performance of or failure to perform this contract. However, **CONTRACTOR** shall not be required to indemnify **LCOG** to the extent the damage, loss or expense is caused by the indemnitee's negligence.

- R. **CONTRACTOR** certifies that it has not and will not discriminate against minorities, women or emerging small business enterprises in obtaining any required Subcontractors, or against a business enterprise that is owned or controlled by, or that employs a disabled veteran as defined in ORS 408.225.
- S. **CONTRACTOR** may only substitute affected first-tier subcontractors under ORS 279C.585 in accordance with statutory criteria, including demonstration of inadvertent error, the subcontractor's failure or refusal to execute or perform under a written contract, to meet bond requirements, to perform substantially satisfactory work or affirmatively causing substantial delay or disruption to work progress, subcontractor's bankruptcy or insolvency, or failure to be registered with Construction Contractors Board if required, or otherwise be eligible to work on a public improvement project pursuant to applicable statutory provisions.

**CONTRACTOR** is solely responsible for ensuring that any subcontractor selection and substitution has been in accordance with all legal requirements, including compliance with lobbying disclosure and federal debarment restrictions. **LCOG** shall not be liable, either directly or indirectly, in any dispute arising out of **CONTRACTOR'S** actions with regard to subcontractor selection and substitution.

- T. As may be applicable, **CONTRACTOR** certifies that all Subcontractors performing construction Work under this Contract will be registered with the Construction Contractors Board or licensed by the state Landscaping Contractors Board in accordance with ORS 701.035 to ORS 701.055 before the Subcontractors commence Work under this Contract.
- U. **CONTRACTOR** shall ensure **OWNER's** compliance with all applicable provisions of ORS 279C.527 and OAR Chapter 330 Division 135 regarding green energy technology requirements for new or major renovations of public buildings costing over \$5,000,000.
- V. Pursuant to ORS 279C.510, if feasible and cost-effective and the Contract is for demolition, **CONTRACTOR** shall salvage or recycle construction and demolition debris.
- W. In compliance with the provisions of ORS 279C.525, the following is a list of federal, state and local agencies, of which **LCOG** has knowledge, that have enacted ordinances or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that may affect the performance of the Contract:

FEDERAL AGENCIES:

- *Agriculture, Department of*
  - *Forest Service*
  - *Soil Conservation Service*
- *Defense, Department of*
  - *Army Corps of Engineers*
- *Environmental Protection Agency*
- *Interior, Department of*
  - *Bureau of Sport Fisheries and Wildlife*
  - *Bureau of Outdoor Recreation*
  - *Bureau of Land Management*
  - *Bureau of Indian Affairs*



- *Bureau of Reclamation*
- *Labor, Department of*
  - *Occupational Safety and Health Administration*
- *Transportation, Department of*
  - *Federal Highway Administration*
- *Homeland Security, Department of*
  - *Coast Guard*

STATE AGENCIES:

- *Agriculture, Department of*
- *Environmental Quality, Department of*
- *Fish and Wildlife, Department of*
- *Forestry, Department of*
- *Geology and Mineral Industries, Department of*
- *Human Resources, Department of*
- *Land Conservation and Development Commission*
- *Soil and Water Conservation Commission*
- *State Engineer*
- *State Land Board*
- *Water Resources Board*

LOCAL AGENCIES:

- *City Council*
- *County Court*
- *County Commissioners, Board of*
- *Port Districts*
- *Metropolitan Service Districts*
- *County Service Districts*
- *Sanitary Districts*
- *Water Districts*
- *Fire Protection Districts*

- X. The following notice is applicable to Work involving excavation. "ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at (503) 232-1987."
- Y. In order to induce **LCOG** to enter into this Agreement **CONTRACTOR** makes the following representations:
1. **CONTRACTOR** has examined and carefully studied the Contract Documents and the other related data.
  2. **CONTRACTOR** has visited the Sites and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Project.

3. **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 Project.
4. **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 in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the General Conditions (if any) and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the General Conditions.
5. **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 which may affect cost, progress, or performance of the Project or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by **CONTRACTOR**, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
6. **CONTRACTOR** does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Project at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
7. **CONTRACTOR** is aware of the general nature of work to be performed by **LCOG** and others at the Site that relates to the Project, including limitations of work at the site that generates noise, dust, odors, and other disturbances to the building occupants during normal business hours, as indicated in the Contract Documents.
8. **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.
9. **CONTRACTOR** has given LCOG written notice of all conflicts, errors, ambiguities, or discrepancies that **CONTRACTOR** has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to **CONTRACTOR**.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Project.

Z. **CONTRACT DOCUMENTS**

By execution of this agreement, **CONTRACTOR** agrees to be bound by all the Contract Documents.

1. The Contract Documents consist of the following:

- a) This LCOG Construction Contract and the attached standard provisions (Exhibits A, B,C)
  - b) Prevailing Wage Decision (Exhibit D)
  - c) Construction Drawings (Exhibit E)
  - d) Project Manual (Exhibit F)
  - e) Addenda #1, #2 and #3 issued during the bid period (Exhibit G)
  - f) Modifications issued after execution of the Contract. Modifications may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto.
2. A Modification is (1) An amended Purchase Order, (2) a written amendment to the Contract, (3) a Field Order including the Notice to Proceed, (4) a Change Order, (5) a Change Directive, (6) or a written order for a minor change in the Work issued by the Engineer.

#### AA. **INSURANCE COVERAGE**

1. **INSURANCE COVERAGE - CONTRACTOR** shall provide all insurance called for in the Project Manual (General Conditions – Article 11 - Insurance and Bonds) and Exhibit C. As evidence of the insurance coverage required by this contract, the **CONTRACTOR** shall furnish a certificate of insurance to: LCOG Human Resources, 859 Willamette Street, Suite 500, Eugene, OR 97401. The certificate will specify parties who are Additional Insured and must include a notice provision regarding cancellations. Insurance coverages required under this contract shall be obtained from insurance companies authorized to do business in the State of Oregon. If **CONTRACTOR** is self-insured under the laws of the State of Oregon, **CONTRACTOR** shall provide appropriate declarations of coverage.
2. **INSURANCE KEPT ACTIVE - CONTRACTOR** shall not cancel, materially change, or not renew insurance coverages. **CONTRACTOR** shall notify **LCOG**, of any material reduction or exhaustion of aggregate limits. Should any policy be cancelled before final payment to **LCOG** and should **CONTRACTOR** fail to immediately procure other insurance as specified, **LCOG** reserves the right to procure such insurance and charge **CONTRACTOR** for the cost thereof. Any insurance bearing any adequacy of performance shall be maintained after completion of the contract for the full guaranteed period, and should the **CONTRACTOR** fail to immediately procure such insurance as specified, **LCOG** reserves the right to procure such insurance and to charge the cost thereof to **CONTRACTOR**.

#### BB. **WHISTLEBLOWER PROTECTION**

Consistent with Section 00 7500 of the Project Manual, the **CONTRACTOR** shall comply with the Whistleblower Protection requirements of the American Recovery and Reinvestment Act (Recovery Act), Section 553 of Division A, Title XV, Public Law 111-5

which provides protection for employees of non-federal employers including employees of state and local governments, contractors, subcontractors, recipients, and any other non-federal employers receiving Recovery Act fund recipients, making specified disclosures relating to possible fraud, waste, or abuse of Recovery Act funds. The act requires any non-federal employer receiving Recovery Act funds to post a notice of the rights and remedies provided under the Act. The Recipient shall post notice of employees rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) and shall include this notice requirement in all contracts with subrecipients, contractors, and subcontractors.

## CC. **ADDITIONAL TERMS**

In addition to other provisions, including but not limited to those in the General Conditions, the parties agree:

### 1. **FAILURE TO ACT**

No action or failure to act by Owner, Engineer or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

### 2. **ASSIGNMENT**

No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, 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 Documents.

### 3. **LCOG and CONTRACTOR** each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### 4. **ORGANIZATION AND AUTHORITY.**

Both **LCOG** and **CONTRACTOR** have full power, authority and legal right to make this Contract and to incur and perform its obligations hereunder.

### 5. **DUE AUTHORIZATION.**

The making and performance by **CONTRACTOR** of this Agreement (1) have been duly authorized by all necessary action of **CONTRACTOR** and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (3) do not and will not result in the breach of, or constitute a default or require consent under any other

agreement or instrument to which **CONTRACTOR** is a party or by which **CONTRACTOR** may be bound or affected.

6. **BINDING OBLIGATION**

This Contract has been duly executed and delivered by **CONTRACTOR** and constitutes a legal, valid and binding obligation of **CONTRACTOR**, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

7. **CONTRACTOR** and **LCOG** recognize that time is of the essence of this Agreement and that **LCOG** will suffer financial loss if the Work is not completed within the times specified in the Contract, plus any extensions thereof allowed in accordance with the General Conditions.

8. **SIGNATURES.**

The parties certify that they have read and understood this Contract and agree to be bound by its terms, and agree that their representatives executing this Contract are authorized to do so on their behalf.

9. **CONTRACTOR** and subcontractors shall make and maintain for a period of three (3) years from the completion of work, records necessary to determine whether the prevailing rate of wage and overtime has been or is being paid to workers upon public works.

10. **CONTRACTOR** shall pay all workers at least the appropriate

**IN WITNESS WHEREOF**, the parties have executed this contract on the below said date.

**For LCOG,**

A. \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Brenda Wilson, Executive Director**

**For the CONTRACTOR:**

A. \_\_\_\_\_ **Date:** \_\_\_\_\_  
**(Name & Title of Signatory)**

B. Name of Contractor: **2G Construction**

C. Contractor's Address, City, State, Zip: **1719 Irving Road, Eugene, OR, 97402**

D. Contractor's Federal I.D. Number: **(Federal ID Number)**

E. Contractor's Board Registration Number & Expiration Date: **#40559, Exp. (Exp. Date)**



February 11, 2020

**To:** Executive Committee

**From:** Brenda Wilson

**Subject:** Cascades West Economic Development District Board

**Action Recommended:** Appoint Members

**Background:**

Cascades West Economic Development District (CWEDD) is a four-county district comprised of Lane, Linn, Benton, and Lincoln Counties, coordinated through a partnership between Oregon Cascades West Council of Governments and Lane Council of Governments. The CWEDD is designated by the U.S. Department of Commerce Economic Development Administration (EDA) to work on economic development efforts in the four-county region.

The primary focus of CWEDD is the preparation and implementation of the Comprehensive Economic Development Strategy (CEDS). The CEDS undergoes a major review and update every five years. The current CEDS was updated in 2015.

The CWEDD is governed by a board of 20 members. LCOG is allowed to select six members from its Executive Committee to be members of the CWEDD board. In addition, the chair and the vice chair of the Lane Economic Committee are designated by CWEDD Bylaws to serve on the board. The CWEDD Board will meet throughout the year in order to assess progress towards CEDS goals. Dates have not yet been determined.

**Suggested Action:**

Motion to Appoint six members to the Cascades West Economic Development District Board.



February 11, 2020

**To:** Executive Committee

**From:** Brenda Wilson

**Subject:** Audit Committee Members

**Action Recommended:** Recommend Appointment of Audit Committee Members

**Background:**

Per the LCOG Bylaws, in February of each year, the Executive Committee must select three members of the Board to serve on the Audit Committee and recommend those members to the Board for appointment. The LCOG Audit Committee has three fundamental goals. First, it must satisfy itself that management is maintaining a comprehensive framework of internal control; second, it must ensure that management's financial reporting practices are assessed objectively; and third, it must determine, to its own satisfaction, that the financial statements are properly audited and that any problems disclosed in the course of the audit are satisfactorily resolved.

The Audit Committee will begin its work for FY20 at the end of March with the pre-audit meeting with the auditor. The Committee will then meet with the auditor at the conclusion of the audit. It may decide to have additional meetings. Meetings are usually scheduled prior to LCOG Executive Committee meetings.

The Committee should have three to five members. Last year, Sherry Duerst-Higgins, Greg James, and Mary Walston served on the Audit Committee.

**Suggested Action:**

Motion to Recommend Appointment of Members to the Audit Committee.





February 11, 2020

**To:** Executive Committee

**From:** Brenda Wilson

**Subject:** Budget Committee Members

**Action Recommended:** Recommend Appointment of Budget Committee Members

**Background:**

LCOG's Bylaws call for a six-person Budget Committee comprised of three Board members and three citizen members\*. Per the LCOG Bylaws, in February of each year, the Executive Committee must select three members of the Board to serve on the Budget Committee and recommend those members to the Board for appointment.

\*We currently have two citizen members. State budget law allows for two citizen members.

**Suggested Action:**

Motion to Recommend Appointment of Members to the Budget Committee.





# DRAFT BOARD MEETING AGENDA

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**Date: Thursday, February 27, 2020**

**Time: 6:00 p.m.**

**Location: LCOG, 859 Willamette St., STE 500, Eugene, OR 97401**

\*denotes packet attachment

## **6:00 Call to Order**

1. Welcome & Introductions
2. Requests for Additions to the Agenda

## **Public Comment\***

3. Comments from the Public

## **Presentation**

4. Annual Report of the MPO

## **Action Items**

5. Consent Agenda *[Board members may request an item be removed from the Consent Agenda to discuss separately under Item 7]*
  - a.\* December 12, 2019 Minutes, Approve
  - b.\* January 13, 2020 Minutes, Approve
  - c.\* Budget Committee, Appoint
  - d.\* Audit Committee Members, Appoint
7. Items removed from the Consent Agenda

## **Information Items**

8. a.\* LinkLane Update

## **Reports**

9. a.\* Executive Committee Report
  - b.\* Advisory Council Reports
  - c. Report from the Executive Director
10. Roundtable

\* Public Comment is limited to 3 minutes. Comments will be taken on agenda items only.

The Board has the right to ask disruptive attendees to leave the meeting. The Board may choose not to respond to comments and lack of response does not indicate support or disagreement. Location is wheelchair accessible.

American Sign Language interpretation is available with 48 hours notice.

859 Willamette Street, Suite 500, Eugene, OR 97401 Phone (541) 682-4283. TTY (541) 682-4567. Fax (541) 682-4099