

CITY OF SODAVILLE

REQUEST FOR SERVICES QUOTE

UTILITY SERVICE RATE STUDY

PW2017-RATE

SOLICITATION ADVERTISEMENT….………...........................................................................................................3

SCOPE OF WORK........................................................................................................................4

QUOTE PROCESS….....................................................................................................................6

Summary of the Anticipated Time Line for Quote, Initiation, and Completion of Work..............8

BASIS OF AWARD OF CONTRACT……...........................................................................................9

CONTRACT REQUIREMENTS…….................................................................................................10

INSTRUCTIONS FOR SUBMITTING THE QUOTE….....................................................................10

FORM OF QUOTE..................................................................................................................11

Questions seeking clarification about this Request for Quotes must be submitted no later than

2:00 pm on March 14, 2017. No questions will be accepted or answered after this date. See page for a complete schedule of due dates.

**SOLICITATION ADVERTISEMENT**

Sealed services Quotes for a Utility Service Rate Study, No. PW2017-RATE, will be received at the City of Sodaville, City Hall located at 30723 Sodaville Road, Lebanon, Oregon 97355. The work consists of performing a comprehensive water rate cost of service (COS) analysis.

The Quote document may be examined or obtained for no charge prior to March 15, 2017 at 2:00 p.m. at the City of Sodaville City Hall, 30723 Sodaville Road, Lebanon, Oregon 97355, 541-258-8882.

Sealed Quotes must be submitted to and received by Judy K. Smith City Administrator, no later than 2:00 p.m. March 16, 2017 at the City of Sodaville City Hall, 30723 Sodaville Road, Lebanon, Oregon 97355. The sealed Quotes will be publicly opened and read after 7:00 p.m. on March 16, 2017 at the City of Sodaville City Hall, 30723 Sodaville Road, Lebanon, Oregon 97355

The City of Sodaville encourages small, minority, and women owned businesses to submit Quotes.

CITY OF SODAVILLE, OREGON DATED THIS 1st day of March, 2017

Advertise: Albany Democrat Herald on March 1, 2017

**BACKGROUND**

The City of Sodaville owns and operates a water system that supplies water to approximately 335 people. The Sodaville Water Utility is responsible for maintaining adequate groundwater supplies and protecting groundwater quality from contamination. In order to meet projected increases in water system demands, the City will be increasing the current groundwater source instantaneous system supply of 115 gpm by approximately 35 gpm (50,000 gallons per day [GPD]) through the upgrade of existing wells and with the addition of a new well location. The City hopes to develop a sustainable groundwater supply and decrease the potential of obtaining another water source from a neighboring community or water provider.

**SCOPE OF WORK**

1. The primary objectives of this project are related to rate design and adequacy. The City of Sodaville wishes to ensure that:

1.1. Its rate structure recovers fixed and variable costs appropriately and adequately;

1.2. Costs are allocated equitably among customer classes, including fire service customers;

1.3. Water usage blocks are appropriately sized and priced for each customer class;

1.4. The rate structure communicates an appropriate conservation message to customers;

1.5. Changes in rates can be clearly and effectively communicated to customers.

2. The following specifications are the minimum requirements for the Utility Service Rate Study project.

2.1. Initial Project Meeting: This meeting will be a “kick-off” event intended to introduce the consultant team to the City of Sodaville management staff and project staff. It will be an opportunity to discuss the primary goals and objectives to be accomplished by the project, as well as clarify project responsibilities for the consulting team and City staff.

2.2. Data Collection and Analysis: Collect and analyze the appropriate budget and accounting records, master plans, capital improvement plans, financial statements, rate covenants associated with existing debt, previous cost of service analysis, current rate resolutions, water consumption information, bill frequency data, and census data. Review and assess the data and identify areas or omissions that may affect the accuracy of the study.

2.3. Revenue Requirements: If requested, review and evaluate City of Sodaville Utility revenue and expenditure records for the previous 5 years; develop projected revenue requirements for fiscal year 2017-2022 based upon the recommended improvements in the capital and facilities plans, debt service costs, and projected operations and maintenance costs.

2.4. Cost of Service Study: Determine the revenue requirements to be recovered from the various customer classes based on the proportional use of the system, as measured by water demand and meter size. The cost allocation methodology used must conform to the recommendations of the AWWA.

2.5. Rate Structure Design: Using the cost allocation factors developed in 2.4, develop a recommended rate structure and at least one alternative that will assure funding availability to operate, maintain, and improve the Utility system. Compare the projected revenues with the City of Sodaville’s existing rate structure.

2.6. Bill Impact Analysis: Prepare a comparison of the impact of each rate structure (including the City of Sodaville’ existing rate structure) on typical bills of representative customers. Compare the recommended rate structure and rate levels to those of nearby water providers.

2.7. Committee Meeting: Provide a review and discuss the rate-setting and financial policies implicit in each rate design alternative. The consultant will develop a ranking process for the discussion, which should include such factors as utility policies, revenue sufficiency, financial stability, ease of administration, effectiveness as a conservation tool, and impact on low income customers. The consultant should also be prepared to discuss the long-term ramifications of each rate design alternative and transition-planning considerations for alternatives that represent a change from current practice.

2.8. Draft Report of Findings: Develop a draft report to present the results of the analysis and the recommended rate structure. The report must include a thorough discussion of the cost of service analysis performed and any assumptions made with regard to system operation and customer demand patterns, as well as a discussion of the recommended rate structure and the basis for the recommendation. The report should include the bill impact analysis and rate comparison, a transition plan if the rate design represents a change from the current practice, and recommendations for financially sound and defensible guidelines for periodic review and evaluation of utility rates. Meet with staff to discuss and clarify the findings, and incorporate all appropriate revisions and comments into a revised draft final report.

2.9. Present Final Report to Council: Present the final report to the City Council and respond to any questions that arise as a result of the presentation. An additional presentation may be requested to explain rate structure changes to customer groups.

**QUOTE PROCESS**

3. The City follows Oregon Revised Statutes Chapters 279A, 279B, and 279C in the procurement of services. In some cases, the City has more restrictive limits than State law. Under Oregon and the City of Sodaville law, the Quote process is as follows:

3.1. City staff will develop a procurement calendar, specifications, advertisement, etc. Any party interested in a request for Quote document may view a copy of the request for Quote, or may request a copy, free of charge, from Judy K. Smith City Administrator, City of Sodaville City Hall, 30723 Sodaville Road, Lebanon, Oregon 97355, 541-258-8882, email: [Sodaville@cityofsodaville.org](mailto:Sodaville@cityofsodaville.org) . All vendors will be required to provide contact information (i.e., contact name, address, telephone, FAX #, and e-mail address). Any addenda will be Faxed, e-mailed, or mailed to the address provided by the vendor.

3.2. City staff will mail the request for Quote document to the interested vendor list and advertise the request for Quote.

3.3. Judy K. Smith, City Administrator, telephone: 541-258-8882, fax: 541-258-8882: email: [Sodaville@cityofsodaville.org](mailto:Sodaville@cityofsodaville.org), will accept written questions seeking clarification about the Quote requirements, and will accept any exceptions to specifications or contract requirements, until March 13, 2017 at 2:00 p.m. All questions, including clarification of or exception to specifications, questions regarding Quote submittal instructions, questions or exceptions regarding contract terms, and questions or exceptions to the basis of award must be received by this date and time. No questions about the request for Quote document or the Quote process will be accepted after this date and time.

3.4. Written answers to all questions will be sent to proposers as an addendum by March 14, 2017.

3.5. Sealed Quotes must be submitted to and received by Judy K. Smith City Administrator, City of Sodaville City Hall, 30723 Sodaville Road, Lebanon, Oregon 97355 no later than 2:00 p.m. March 16, 2017. Quotes received after this date/time shall be marked with the date/time received and held unopened by the City of Sodaville.

3.6. Quotes will be publicly opened and read after 7:00 p.m. March 16, 2017 at the City of Sodaville City Hall, 30723 Sodaville Road, Lebanon, Oregon 97355. The Quote tabulation will include only the names of the vendors submitting Quotes, and will be publicly available immediately after the Quote opening. Quote documents will not be available for review by the public until after the notice of Intent to Award has been issued.

3.7. At any time prior to the due date for the submission of Quotes, a vendor may request to modify or withdraw the Quote in the following fashion:

3.7.1. Modification: The vendor may submit a written modification in accordance with the instructions for submitting a Quote as identified in this request for Quotes. Any modification is required to have a date and time placed on it by the vendor, and the words “This modification amends and supersedes the prior Offer” written on the modification.

3.7.2. Withdrawal: A vendor may request to withdraw a Quote by filing such request in writing, on the letterhead of the vendor, signed by a person authorized to do so. Alternatively, the vendor may request to have a Quote withdrawn by making the request in person, producing appropriate identification and evidence that the person is authorized to withdraw the offer. The City will void the time and date stamp on the offer envelope and return the Quote to the vendor unopened.

3.7.3. A withdrawal will not preclude the submission of another Quote by the vendor prior to the time and date set for the opening of Quotes.

3.7.4. After Quotes have been opened, Quotes may not be withdrawn by the vendor for a period of thirty (30) days and at no time after award of contract. Quotes may not be modified after they have been opened unless the selection process identified in section three of this agreement allows Quote modification.

3.8. Following the public Quote opening, staff will review the Quotes submitted for completeness and compliance with the Quote requirements. All Quotes shall be evaluated based on the criteria identified in section three Basis of Award of Contract. The City reserves the right to waive irregularities and minor informalities if it is in the public interest to do so.

3.9. Staff will send a letter stating the City’s intent to award the Utility Service Rate Study, No. PW2017-RATE to all vendors submitting a Quote. Vendors will have seven (7) calendar days to protest; any protest filed after the protest period will be late and will not be considered. To file a protest, a vendor must submit the protest in writing to the person named in section 2.11 above and state the reasons for the protest. The City Administrator will review any protest and make a decision as to the award of the Quote.

3.10. The successful vendor(s) will be expected to complete a contract for the Utility Service Rate Study, No. PW2017-RATE, immediately after being notified of award. A sample contract form has been included with this request for Quote as Attachment A.

3.11. The City reserves the right to cancel this procurement and/or reject all Quotes if it is in the best interest of the City to do so in accordance with ORS 279B.100. If the City cancels this procurement after Quotes have been submitted, the Quotes will be returned, but the City will keep a list of the Quotes received.

3.11.1. The City of Sodaville reserves the right to reject the offer of any vendor who previously failed to perform properly to the satisfaction of the City of Sodaville, or complete on time an agreement of a similar nature, or to reject the offer of any vendor who is not in a position to perform such an agreement satisfactorily as determined by the City of Sodaville.

3.11.2. The City reserves the right to accept the offers and award a contract to a responsible vendor, to postpone the acceptance of the offer and the award of the contract for a period not to exceed 60 calendar days, or to reject any and all offers received, and further advertise the project for offers.

3.11.3. The City may reject any offer not in compliance with all prescribed public purchasing procedures and requirements, and may reject for good cause any or all offers upon finding of the City it is in the public interest to do so.

3.12. The Quote will be valid for 60 days from the date of Quote opening.

3.13. Proposers responding to this do so solely at their expense; the City is not responsible for any expenses of proposer associated with responding to the Quote request.

**Summary of the Anticipated Time Line for Quote, Initiation, and Completion of Work**

Action Location Date Time

Advertising March 1, 2017

Mail to potential proposers March 1, 2017

Pre-Quote Questions Due March 13, 2017 2:00 p.m.

Responses to Pre-Quote Questions distributed by City March 14, 2017

Quote opening (see section 3.5) March 16, 2017 7:00 p.m.

Notice of Intent to Award Contract March 21, 2017

Challenge Period expires and Award of Contract March 28, 2017

Begin Contract (estimated) April 1, 2017

Contract Completed June 30, 2017

**BASIS OF AWARD OF CONTRACT**

The City of Sodaville City Council, City Administrator Judy K. Smith and Public Works Director Stan Smith will review the Quotes using the evaluation criteria identified below and may conduct interviews and/or contact client references.

1.1. Quote team’s experience within the past five years with similar projects for a municipality (15 points maximum)

1.2. Quote team’s references from other governments (15 points maximum)

1.3. Proposer’s approach to the work (25 points maximum)

1.4. Proposer’s recommendations on final product deliverables (25 points maximum)

1.5. Quote price (20 points maximum).

The City of Sodaville City Council and staff will score and rank the Quotes, based on the average score of the committee members. The highest ranked Quote will win the award. If the City is unable to reach an agreement with the highest ranked proposer, the City may negotiate with the next highest ranked proposer, and continue to process until the City enters into an agreement with a proposer or cancels the procurement.

The City reserves the right to award a single contract or multiple contracts in the best interest of the City. The City also reserves the right to seek clarifications of each Quote.

**CONTRACT REQUIREMENTS**

All vendors must accept the terms included as Attachment A with this Request for Quotes as part of the contract. If a vendor is exempt from a particular term due to a statutory or regulatory exception or exemption, whether the exception or exemption applies to the contract matter, the type of work, or the vendor, the vendor will be considered to have met the requirements of that term. Any vendor who does not agree with a term of this contract must file an exception to requirement notice as identified in section 2.3 above. The City reserves the right to negotiate a final Contract that is in the best interest of the City.

**INSTRUCTIONS FOR SUBMITTING THE QUOTE**

1. Submittal Instructions

1.1. The Quote must be submitted as identified in the section labeled “Form of Quote” which begins in the section below.

1.2. Mail or deliver the Quote in a sealed envelope to the address identified in section 2.9

1.3. Quotes must be plainly marked in the lower left-hand corner of the envelope as follows:

Item: Utility Service Rate Study, No. PW2017-RATE

Time: 2:00 p.m. Date: March 16, 2017

Vendor Name:

1.4. Facsimile and email offers will not be accepted for this project.

1.5. The Quote must be signed. Submission of a signed Quote will be interpreted to mean that vendor has hereby agreed to all terms and conditions set forth in all of the sheets which make up this solicitation document.

**FORM OF QUOTE**

1. The Quote must be organized in the following order:

1.1. A signed cover letter stating the proposer’s desire to make an offer.

1.2. A section discussing the proposer’s understanding of the project and outlining the proposer’s planned approach to the work.

1.3. A section with the resumes of the proposer’s team that will be working on this project.

1.4. A section providing references on similar projects completed for other cities or counties in the past five years that were completed by the members of the team proposed for the Sodaville project.

1.5. A section outlining the proposer’s proposed deliverables at the end of the project.

1.6. A section outlining the price offer.

1.7. Offer/certifications/commitment

**OFFER/CERTIFICATIONS /OFFER COMMITMENT**

Vendor Name:

We propose to complete the work requested in the City of Sodaville Request for Quote No. PW2017-RATE.

QUOTE ADDENDA

Vendor acknowledges receipt of PW2017-RATE Addenda for this

BIDDER RESIDENCY STATEMENT

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.

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

2. If a resident bidder, enter your Oregon business address:

3. If a nonresident bidder, enter state of residency:

CONFIDENTIALITY STATEMENT

The City of Sodaville abides by the public records laws of the State of Oregon. As such,

Quote documents are generally considered to be a matter of public record after the contract for work has been awarded. Information in a Quote may or may not be considered to be exempt from public disclosure based on the following:

1 Trade secrets as identified in ORS 192.501;

2 Information submitted in confidence as identified in ORS 192.502.

To the extent of the law, the City will endeavor to keep information confidential if the vendor marks the subject information as confidential.

Business Name:

PROPOSER IDENTIFICATION

Address:

City/State/Zip:

Telephone:

Primary Contact - Name and Printed/Title:

FAX:

The undersigned has the authority to commit the vendor to the Quote as identified in these documents, and certifies that this information is true and accurate.

This organization is a

Corporation of the State of

Partnership

Sole Proprietorship

Other (specify )

In witness whereof the undersigned has caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_\_ , 2017.

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The undersigned attests that the person above is authorized to commit the vendor to the Quote executed this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , 2017.

Attest: Title:

CITY OF SODAVILLE SERVICE CONTRACT

No. PW 2017-RATE

Attachment A

This contract is entered into between the City of Sodaville, a municipal corporation of the State of Oregon, hereafter called “City” and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , hereafter called “Contractor” of the state of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ .

All notifications necessary under this contract shall be addressed to:

City of Sodaville Contractor name

Attention: Judy K. Smith Attention:

30723 Sodaville Road Mailing Address

Lebanon, Oregon 97355 City, State, Zip Telephone: 541-258-8882 Telephone:

Email: [Sodaville@cityofsodaville.org](mailto:Sodaville@cityofsodaville.org) Email:

1. TERM

1.1. This contract shall be effective from the date of the last party to sign through December 31, 2017.

1.2. This contract may be extended, by mutual agreement, for one additional year. Notification of intent to extend the contract will be submitted in writing by City by certified mail, return receipt requested no less than 60 days prior to the end of the contract.

1.3. If this contract crosses fiscal years, funding for future years is contingent upon the City Council adopting appropriations.

2. SCOPE OF SERVICE

2.1. Contractor shall provide consulting services for a Utility Service Rate Study in accordance with the requirements of No. PW2017-RATE dated March 1, 2017, by this reference incorporated herein.

3. COMPENSATION

3.1. In consideration of Contractor’s performance, City agrees to pay Contractor $\_\_\_\_\_\_\_\_\_\_.

4. CITY RESPONSIBILITIES

4.1. City agrees to pay Contractor within 60 days of receiving an invoice for services that City authorized and accepted.

5. STATUS

5.1. Contractor is retained as an independent contractor and will be responsible for any state or federal taxes resulting from this contract. Contractor is not an “employee” for purposes of OAR 459-010-0030(6). Contractor will not be under direct control of City in performing this contract.

5.2. Contractor will not be eligible for any federal Social Security, State Workers’ Compensation, unemployment insurance, or PERS benefits from this contract, except as a self-employed individual or as required by ORS 237.103.

6. CONTRACTOR RESPONSIBILITIES

6.1. Contractor will make prompt payment to all persons supplying them with labor or materials for the performance of work under this contract. If Contractor fails to make prompt payment of any claim for labor or services furnished in connection with this contract, City may pay the claim and charge the amount against funds due or which may become due to Contractor.

6.2. Contractor will pay all contributions or amounts due the Industrial Accident Fund for themselves or any sub-contractor resulting from this contract.

6.3. Contractor will not permit any lien or claim to be filed against City on account of any labor or material furnished.

6.4. Contractor will pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

6.5. Contractor shall pay employees for overtime work performed under the public contract in accordance with ORS 279B.060, ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 et seq.). A person performing work under this contract may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS279A.055, the employee shall be paid at least time and a half pay as set out in ORS 279B.235.

6.6. 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 the employees of Contractor, or all sums which Contractor agrees to pay for such services and all moneys and sums which 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.

6.7. Contractor agrees to comply with all applicable local, state, and federal laws, rules, and regulations in the performance of this contract, and to pay all fees required by local, state, or federal bodies in the performance of this contract.

6.8. Contractor shall maintain for the duration of the contract any licenses and certifications that are necessary to perform the services required under the contract. If Contractor’s license or certification is suspended or revoked, Contractor shall immediately notify City and cease work.

7. LIABILITY

7.1. Contractor shall indemnify, protect, defend, and hold City, its officers, agents, volunteers, and employees harmless against any actions, claim for injury or damage and all loss, liability, cost or expense, including court costs and attorney’s fees, growing out of or resulting directly or indirectly from the performance of this contract, except for that resulting from the sole negligence of the City.

7.2. Contractor shall provide insurance as indicated:

7.2.1. Workers’ compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers’ compensation coverage for all their subject workers.

7.2.2. General Liability insurance of not less than $1,000,000 per occurrence/$2,000,000 aggregate each claim, incident, or occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract, and shall be in a form at least as broad as Commercial General Liability ISO form CG 0001. It shall provide that City and its officers and employees are Additional Insureds, but only with respect to the Contractor’s services to be provided under this contract.

7.2.3. Automobile Liability insurance with a combined single limit, or the equivalent, of not less than $1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

7.3. Contractor shall not cause or allow any insurance policy required above to be suspended, voided, canceled, reduced in coverage or in material limits except as agreed by City.

7.4. Should any of the above described policies be subject to cancellation or termination prior to the expiration date of this contract, Contractor shall notify the City in writing by certified mail, return receipt requested, 30 days prior to the cancellation or termination date of such policy.

7.5. Contractor shall furnish acceptable insurance certificates to City with original endorsements for each insurance policy signed by a person authorized by that insurer to bind coverage on its behalf. Certificates will be received and approved by City prior to its issuance of a Notice to Proceed. If additional insured status (or subrogation waiver) is requested, each line of insurance shall be marked in the appropriate box on the insurance certificate to indicate the policy endorsement ensuring the City of Sodaville is an Additional Insured (and/or Subrogation is Waived) subject to the terms and conditions and/or respective to the work under this contract. Insuring companies or entities are subject to City acceptance. Contractor shall be financially responsible for all pertinent deductibles, self-insured retention and/or self-insurance. All such deductibles, retention, or self-insurance must be declared to, and approved by, City.

8. GENERAL PROVISIONS

8.1. ASSIGNABILITY: This contract is for the exclusive benefits of Contractor and City. Any attempt to assign, transfer, or pledge by either party without the prior written consent of the remaining party is void and unenforceable against the nonconsenting party.

8.2. TERMINATION: City may terminate this contract in the event Contractor fails to comply with any of the terms or conditions set forth herein or if City determines Contractor is in any way unfit, unqualified, or unable to perform all of the services outlined in this contract. City will provide 30 days prior written notice by certified mail, return receipt requested of its intent to terminate.

8.3. DISCRIMINATION: The parties agree not to discriminate on the basis of age, citizenship status, color, familial status, gender identity or expression, marital status, mental disability, national origin, physical disability, race, religion, religious observance, sex, sexual orientation, and source or level of income in the performance of this contract.

8.4. PERSONAL IDENTIFYING INFORMATION: Contractor agrees to safeguard personal identifying information in compliance with Oregon Revised Statute (ORS) 646A.600, the Oregon Consumer Identity Theft Protection Act and the Fair and Accurate Credit Transaction Act provisions of the Federal Fair Credit Reporting Act.

8.5. WAIVER: Waiver of any breach of any provision of this contract by either party shall not operate as a waiver of any subsequent breach of the same or any other provision of this contract.

8.6. ATTORNEY’S FEES: In the event either party shall initiate any suit, action or appeal on any matter related to this contract, then the court before whom such suit, action or appeal is taken shall award to the prevailing party such attorney’s fees as the Court shall deem reasonable, considering the complexity, effort and result against the party who shall not prevail, and such award and all allowable costs of the event March be either added to or deducted from the balance due under this contract, or be a separate obligation as appropriate.

8.7. PREVAILING LAW: This contract is to be governed by, and construed in accordance with, the laws of the State of Oregon.

8.8. VENUE: Any disputes about the terms of this contract will be brought before the Linn County Circuit Court.

8.9. EXTENT OF CONTRACT: This contract supersedes any prior or contemporaneous oral or written agreements or understandings entered into by the parties.

8.10. COUNTERPARTS: This contract may be executed in any number of counterparts and by the different parties in separate counterparts. Each counterpart when so executed is to be deemed an original and all of which together comprise one and the same contract.

IN WITNESS WHEREOF, the parties have herewith executed their signatures.

CITY OF SODAVILLE CONTRACTOR

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Judy K. Smith, City Administrator Date Date

Approved as to Form:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name and Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City Attorney Date