

CITY OF LAFAYETTE

CONTRACT FOR PERFORMANCE OF SERVICES

Well #4 Shed Construction

This contract is entered into between the City of Lafayette, Oregon (City) and Berkey Building, Inc. (Contractor), for the performance of services, and under the conditions, as outlined below.

Description of Work: The work shall consist of the construction of a 16' X 18' X 8' fully enclosed shed with vapor barrier and one 3' man door, as discussed with Public Works Foreman, at Well #4 located on S.E. Airport Road.

Contractor must notify city at least 48 hours prior to commencing work.

Any changes to the contract will be in writing, signed by both parties and shall be attached to, and become a part of, this contract.

Additional Work: Specific approval from City must be obtained prior to Contractor performing any work outside the scope of this contract.

Schedule: All work required by this contract is to be completed prior to June 15th, 2007, unless changed by mutual agreement of both parties.

Insurance: Contractor shall provide City a Certificate Liability Insurance in the amount of not less than \$1,000,000 for bodily injury and \$500,000 for property damage and a certificate of insurance confirming Workers' Compensation coverage. City retains the right to verify current status of policy prior to entering into contract.

Standard Contract Provisions: The City of Lafayette Standard Contract Provisions, attached as Exhibit "A" and herein made a part of this contract by reference, shall apply to all work performed under this contract.

Project Cost: Not to Exceed \$3418.00.

CITY OF LAFAYETTE:

Deane J. Ricks

CITY ADMINISTRATOR
Title

P.O. Box 55
Lafayette Or 97127

BERKEY BUILDING, INC.

Jan Berkey

President
Title

943 E. 14th Street
Lafayette Or 97127

503-435-8539

EXHIBIT "A"

CITY OF LAFAYETTE -- STANDARD CONTRACT PROVISIONS

The following provisions if applicable are hereby included in and made a part of the attached contract between the City of Lafayette and the Contractor named therein as provided for in the Lafayette Municipal Code, the revised statutes of the State of Oregon, and Federal laws, rules, regulations and guidelines:

1. Foreign Contractor Report to Department of Revenue
(ORS 279.021)

The following contract provision is applicable to all contracts with a contract price exceeding \$10,000 if the Contractor is not domiciled in or registered to do business in the state of Oregon:

Where a public contract is awarded to a foreign Contractor and the contract price exceeds \$10,000, the Contractor shall promptly report to the Department of Revenue on forms provided by the Department of Revenue, the total contract price, terms of payment, length of contract and such other information as the Department of Revenue may require. The Contractor shall provide the City with copies of all forms provided to the Department of Revenue before final payment will be made on the contract.

2. Payment of Laborers and Materialmen, Contributions to Industrial Accident Fund, Liens, and Withholding Taxes
(ORS 279.312)

The Lessee shall:

- 2.1 Make payment promptly, as due, to all persons supplying to such contractor, labor or material for the prosecution of the work provided for in such contract.
- 2.2 Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract.
- 2.3 Not permit any lien or claim to be filed or prosecuted against the City of Lafayette or any subdivision or agency or employee thereof on account of any labor or material furnished.
- 2.4 Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

3. Payment of Claims by Public Officers
(ORS 279.314)

If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the public officer or officers representing the City of Lafayette may pay such claims to such persons furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this contract. The payment of a claim in the manner authorized shall not relieve the Contractor or his/her surety from his or her obligations with respect to any unpaid claims.

4. Hours of Labor

(ORS 279.316)

No person performing work required by this contract shall be employed for more than eight (8) hours in any one day or forty (40) hours in any one week except in cases of necessity, emergency, or when the public policy absolutely requires it, and in such cases the laborer shall be paid at least time and a half pay for all overtime in excess of eight (8) hours a day and for work performed on Saturday or any legal holiday specified in ORS 279.334.

5. Payment for Medical Care and Attention to Employees
(ORS 279.320)

The Contractor shall promptly as due, make payment to any person, co-partnership or association or corporation furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employee of such Contractor, of all sums which the Lessee agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

6. Labor Contract Conditions

All contracts wherein labor is required, except contracts for the purchase of materials and supplies, shall contain the following provisions:

- 6.1 The Contractor will comply with all provisions required by the statutes of the state, of contractors on a "public contract", as defined in ORS 279.310(1).
- 6.2 The Contractor shall, in the event he/she willfully violates the provisions of this section or knowingly files false affidavits of compliance, waive for a period of one year any right to bid upon any public works project let by the City.
- 6.3 If a Contractor or subcontractor violates the provisions of this section, the City may, at its option, terminate said contract or subcontract and said Contractor or subcontractor in such event shall forfeit all rights under his/her contract except to payment for actual labor and materials furnished to the City.

The City may waive in whole or in part any forfeitures or sanctions provided in Paragraph 6.3 above.

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID RO
BERKE10

DATE (MM/DD/YYYY)
06/26/06

PRODUCER
Lagan Hamilton Insurance
McMinnville Branch
48 S Baker St. P.O. Box 847
McMinnville OR 97128
Phone: 503-472-2165

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Berkey Building, Inc.
Jon Berkey
943 E 14th St
Lafayette OR 97127

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: American States Insurance Co	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

SR ADDL TR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	01CG58019510	06/21/06	06/21/07	EACH OCCURRENCE \$ 100000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10000 MED EXP (Any one person) \$ 1000 PERSONAL & ADV INJURY \$ 100000 GENERAL AGGREGATE \$ 200000 PRODUCTS - COMP/OP AGG \$ 200000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATU-TORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

ROLE BUILDING CONSTRUCTION CCB Reg# 160430

copy

CERTIFICATE HOLDER	CANCELLATION
CONSTR2 CONSTRUCTION CONTRACTORS BOARD STATE OF OREGON P O BOX 14140 SALEM OR 97309-5052	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Shaben Jones</i>

STATE OF OREGON CONSTRUCTION CONTRACTORS BOARD
LICENSE CERTIFICATE

This certifies that the person named hereon
is licensed as provided by law as a

**Specialty Contractor/All
EXEMPT
Corporation**

License
Number: **160430**
License
Expires: **06/29/2008**

**BERKEY BUILDING INC
943 E 14TH ST
LAFAYETTE OR 97127**


SIGNATURE OF LICENSEE

City of Lafayette

"Third Oldest City in Oregon"

Phone: (503) 864-2451

Fax : (503) 864-4501



486 Third Street --- PO Box 55 — Lafayette, Oregon 97127-0055

April 17, 2007

Jon Berkey
Berkey Building, Inc.
943 E. 14th Street
Lafayette Or 97127

Re: Well #4 Shed Construction – City of Lafayette

Dear Mr. Berkey:

I would like to enter into a contract with your company to construct the shed building over well #4 located on Airport Road, per your estimate received April 10, 2007. I am enclosing two copies of our standard contract for your review and signature. The estimate is attached as Exhibit B. If you have any concerns with this contract, please give me a call. If it is satisfactory to you, **please sign both copies and return one of them to me along with the required Certificate of Liability Insurance and a copy of your contractors license.** Once we have received them, please contact Jim Anderson, our Public Works Foreman, at 503-437-0401 to schedule this work. We need to have the entire project completed by June 15th, 2007.

Sincerely,

Diane Rinks
City Administrator