

Attachment B
Standard Form of Agreement
Between The City of Hastings and Contractors

This agreement (the "Agreement") is made this day _____ between the City of Hastings, 201 East State Street, Hastings, Michigan, 49058, and the Contractor, [INSERT NAME OF CORPORATE ENTITY, IF ANY, AND ADDRESS] _____, for the following project:

[INSERT DETAILED DESCRIPTION]

The City of Hastings and the Contractor agree as follows:

The Contractor shall complete the work described in the bid specifications for the project (which are attached hereto and the terms of which are incorporated as a part of this Agreement). The bid specifications will consist of this Agreement, signed by the City of Hastings and by an authorized representative and the Contractor, and any drawings and specifications prepared by the City of Hastings.

Written Change Orders for minor changes in the scope of work issued after execution of this agreement will be set forth in writing and made only upon written approval of the ~~City Manager~~City Manager.

The date of commencement of the project will be the date of this Agreement, unless otherwise specifically stated in the bid specifications. The Contractor will complete the work no later than the date stated in the bid specifications, subject to any adjustments agreed to in writing by the ~~Director of Public Services~~City Manager.

Subject to additions and deductions by a Change Order approved in writing by the ~~Director of Public Services~~City Manager, the contract sum will be specifically outlined in the bid submitted by the Contractor to the City of Hastings. The Contractor will not exceed the approved amount of the contract unless prior written authorization from the City Manager is received.

If the Contractor fails to correct work which is not in accordance with the specifications as stated in the bid documents, the City of Hastings may direct the Contractor in writing to stop the work until the correction is made. If the Contractor defaults or neglects to carry out the work in accordance with the specifications as stated in the bid documents and fails within a seven-day period after receipt of written notice from the City of Hastings to correct such default or neglect with diligence and promptness, the City of Hastings may, without prejudice to other remedies,

correct such deficiencies. In such case, the City of Hastings will deduct the cost of the correction from payments due to the contractor.

Example Only

The City of Hastings reserves the right to perform construction or operations related to the project with its own labor forces, and to award separate contracts in connection with other portions of the project. The Contractor will coordinate and cooperate with separate Contractors employed by the City of Hastings. Costs and liabilities caused by delays or by improperly timed activities or defective construction or materials will be borne by the party responsible therefore.

For the purposes of payment, the contract sum amount will include all items and services necessary for the proper execution and completion of the work as specifically outlined in the bid documents.

Payment to a Contactor for the completion of work as outlined in the bid documents, and as a result of the Agreement, will be made within thirty days from receipt of the Contractor's billing statement and processing by the ~~Director of Public Services~~City Manager.

The Contractor will provide proof of insurance in the amount required on the attached policy. Certificates of Insurance will be provided prior to the commencement of work, naming the City of Hastings as the additional insured.

This agreement is entered into as of the day and year first written above.

City of Hastings

Contractor

Signature

Signature

Printed Name

Printed Name of Authorized Representative

Fire Chief

Title

Title

201 East State St

Address

Address

Hastings, MI 49058

Tax ID Number _____