

ATTACHMENT “B”

**Standard Form of Agreement
Between The City of Hastings and Contractors
For Small Projects**

This Agreement is made this day _____ between the City
of Hastings, 201 East State Street, Hastings, Michigan, 49058, and the Contractor
_____, for the following project _____

The City of Hastings and the Contractor agree as follows:

The Contractor shall complete the work described in the bid specifications for the project. The bid specifications shall consist of this Agreement signed by the City of Hastings 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 shall be made upon written approval of the Director of Public Services.

The date of commencement of the project shall be the date of the Agreement unless otherwise stated in the bid specifications. The Contractor shall complete the work no later than stated in the bid specifications, subject to any adjustments by the Director of Public Services.

Subject to additions and deductions by a Change Order approved by the Director of Public Services, the contract sum shall be outlined in the Bid submitted by the Contractor to the City of Hastings. The Contractor shall not exceed the approved amount of the contract, unless he receives prior written authorization from the City Manager to do so.

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 (7) 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 shall deduct the cost of the correction from payments due the Contractor.

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 shall coordinate and cooperate with separate Contractors employed by the City of Hastings. Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefore.

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

Payment to a Contractor for completion of work as outlined in the bid documents, and as a result of this Agreement, will be made within 30 days from receipt of the Contractor's billing statement and processing by the Director of Public Services.

The Contractor shall provide proof of insurance in the amount required on the attached policy. Certificates of Insurance shall be provided prior to commencement of the 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)

Timothy J. Girrbach
(Printed Name)

(Printed Name)

Director of Public Services
(Title)

(Title)

201 East State Street
(Address)

(Address)

Hastings, MI 49058

269-945-2468

Tax ID Number _____

ATTACHMENT "C"

INSURANCE POLICY FOR THE CITY OF HASTINGS

The purpose of this policy statement is to establish guidelines requiring insurance for contractors, organizations, groups or individuals that carry on activities or do work on City properties. All Certificates of Insurance shall be maintained by the City Clerks Department and updated as necessary.

I. Doing work on City Property.

Certificates indicating insurance coverage shall be required by all contractors or individuals that do work on City-owned property including land, parks, roads, sidewalks, easements, right-of-ways and buildings.

The following coverage is required:

Type	Limit of Liability
1. Worker's Compensation Statutory Coverage B and. Employers Liability	\$500,000
2. Public Liability (including products and completed operations liability)	\$500,000 each person
Bodily Injury	\$1,000,000 each accident
Property Damage	\$500,000 each accident
	\$1,000,000 each aggregate
3. Automobile Liability (including hired cars and automobile non-ownership)	
Bodily Injury	\$250,000 each person
	\$500,000 each occurrence
Property Damage	\$250,000 each accident
	\$500,000 each aggregate
4. Additional Insured -	City of Hastings to be specifically named in clause on policy and certificate as an "additional insured".

ATTACHMENT "D"

Contractor's Checklist:

I. CERTIFICATE OF INSURANCE

A. Worker's Compensation Copy Received _____ Date _____

B. Liability Copy Received _____ Date _____

II. LOSS HISTORY

A. Provided by Agent Copy Received _____ Date _____

III. SAFETY PROGRAM

YES

NO

1. Familiar with MIOSHA regulations _____

2. Are safety standards used daily _____

3. Written Safety Program _____

4. Safety Coordinator _____

Name _____ Title _____

5. Michigan Right -To-Know Program _____

6. Permit required Confined Space Entry Program _____

7. Power Lock Out/Tag Out Program _____

8. First Aid personnel on site _____

9. Emergency Preparedness Plan _____

10. Fire Safety and Suppression Plan _____

11. Personal Protective Equipment Used _____

12. Auto Safety (CDL Certifications) _____

13. Proper MDOT Roadway Procedures _____

14. Proper Trenching/Excavation Standards _____

15. Preventative Maintenance Program _____

16. Process Safety Management of Hazardous Chemicals _____

I attest that the above responses are true to the best of my knowledge.

(Contractor or Representative)

(Title)

(Date)

(Contractor License Number)