

City of Mt. Pleasant, Michigan
AGREEMENT
2008 STREET CLEANINGS DISPOSAL

THIS AGREEMENT, made and entered into this 31st day of August 2007, by and between the CITY OF MT. PLEASANT, MICHIGAN, a Michigan municipal corporation, whose principal offices are located at City Hall, 401 North Main Street, Mt. Pleasant, Michigan 48858, hereinafter referred to as CITY and _____, hereinafter referred to as CONTRACTOR, for the considerations stated herein, agree as follows:

1. The CONTRACTOR agrees to forthwith supply specified items in accordance with the specifications and agreement contained in the quotation document.
2. The CITY shall pay to the CONTRACTOR, and the CONTRACTOR shall accept as full payment for the performance of this work, subject to any additions or deductions provided for, the total contract price of ----- 00/100 DOLLARS (\$_____). Such payment shall be made within thirty (30) days of receipt of any invoice, pending completion and acceptance of work performed.
3. In the event of any disagreement or controversy arising between the parties hereto as to the meaning of the Specifications, the interpretation of the proper execution of this contract, the amount of work to be performed, measurements and quantities, material(s) to be used, rate of progress, or other disputes under this contract, such disagreement or controversy shall be submitted to the Mt. Pleasant Division of Public Works, and the decision of the Director of Public Works shall be final.
4. All work shall be performed in strict compliance with the Specifications attached hereto.
5. In the event the CITY determines, at any time, that the work to be performed hereunder is not being performed in a good, substantial, workmanlike or timely manner, the CITY may suspend or terminate work hereunder without any liability to the CITY.
6. It is understood and agreed that the Notice to Bidders, Proposal, Specifications, and all Addenda prepared for this project are all essential documents of this contract and are incorporated as a part of this Agreement by reference.

7. In the event that any provision of any part of this contract conflicts with the provision(s) of another part of the contract, the provisions contained in the document first listed below, when applicable, shall govern:
- a) Agreement
 - b) Addenda
 - c) Special Conditions of Contract
 - d) Contract Drawings
 - e) Approved Shop and Working Drawings and Change Orders
 - f) Contractor's Proposal and Bid Schedule
 - g) Detailed Specifications
 - h) Technical Specifications
 - i) Instructions to Bidders
 - j) Notice to Bidders
8. This agreement shall be binding upon the personal representatives, successors and assigns of the parties hereto.

In the WITNESS WHEREOF, the parties hereto have executed this document the day and year first above written.

WITNESSES:

CITY OF MT. PLEASANT

By: _____
Jon Joslin, Mayor

Nancy Ridley, Finance Director

WITNESSES:

Contractor

By: _____
[signature-authorized officer]

Print or Type Name & Title