

LANDOWNER MAINTENANCE PROPOSAL

SUBMIT TO: Bernard J. Barnes
Gratiot County Drain Commissioner
904 E. Center St.
Ithaca, MI 48847
(989)875-5207 or Fax (989)875-5262

DATE:
DRAIN:
TOWNSHIP:

LANDOWNER NAME:
ADDRESS:
CITY AND STATE:

CONTRACTOR NAME:
ADDRESS:
CITY AND STATE

Contractor proposes to furnish labor and materials described below, as Contractor for the Landowner, in accordance with the below Specifications and General Instructions.

Description of proposed work:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by Workman's Compensation Insurance.

Owner Signature: _____

Contractor Signature: _____

Current insurance certificate must be on file or provided prior to working on project.

APPROVAL OF PROPOSAL

The proposed work, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do this work as specified.

Accepted date: _____

Signature: _____

Gratiot County Drain Commissioner

GENERAL INSTRUCTIONS

TO BE MADE A PART OF THE ORIGINAL CONTRACT:

Contractor herein acknowledges familiarity with the Federal Occupational Safety and Health Act, (O.S.H.A) of 1972 and agrees to comply with all construction practices required by the law while engaged in fulfilling the terms of this contract and to hold Gratiot County Drain Commissioner ("Drain Commissioner") harmless therefore. Any extra work that is done and is not called for in the contract or without written instruction from the Drain Commissioner will not be eligible for payment. No verbal agreement or conversation with any officer, agent or employee of the Drain Commissioner, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

Any arrangement with property owners must be in writing with a copy furnished to the Drain Commissioner.

Contractor must be acquainted with and comply with the rules and regulations of Act 451, Natural Resources & Environmental Protection Act, Public Acts of 1994, as amended, Public Act 40 of 1956, Michigan Drain Code, as amended, the Rules and Guidelines of the Drain Commissioner and all applicable federal, state and local laws.

Contractor's Insurance. Contractor agrees to procure and maintain insurance coverage according to the following minimum specifications:

| | |
|---|--------------|
| General Aggregate: | \$ 2,000,000 |
| Each Occurrence (Bodily Injury & Property Damage): | \$ 1,000,000 |

The insurance shall name the Drain Commissioner and the applicable Drainage District(s) as additional insured to be held harmless and indemnified.

Contractor's Performance and Payment Bonds. Contractor shall furnish original performance and payment bonds, each in an amount at least equal to the contract price as security for the faithful performance and payment of all of Contractor's obligations under the Maintenance Proposal, General Instructions and Specifications. Performance and payment bonds shall not be released until the work is inspected and approved by the Drain Commissioner.

Project is subject to Liquidated Damages which will be \$100.00 a day for work not completed by said due date.

Indemnification: The Owner and Contractor shall, at their own expense, protect, defend, indemnify and hold harmless the Gratiot County Drain Commissioner, County of Gratiot, the applicable Drainage Districts, their elected and appointed officers, employees, servants and agents from all claims, damages, costs, lawsuits and expenses including, but not limited to, costs from administrative proceedings, court costs, and actual attorney fees that they may incur as a result of any acts, omissions, unauthorized changes or negligence of the Contractor, its subcontractor, sub-subcontractor, or any of their officers, employees, servants or agents which may arise out of this Agreement.

The Contractor's relationship to the Drain Commissioner and/or Drainage District is that of an Independent Contractor. Nothing in this Contract is intended to establish an employer-employee relationship between the Drain Commissioner and either the Contractor or any Contractor employee. All Contractor employees assigned to provide services under this Contract by the Contractor shall, in all cases, be deemed employees of the Contractor and not employees, agents or sub-contractors of the Drain Commissioner or Gratiot County.

All work not completed by November 1 of given year will be subject to 10 percent payment retainer until May 1 of next year to ensure all seeding and vegetation takes hold.

SPECIFICATIONS: