

**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

**SUBMIT BY:**  
**DATE:**  
**DRAIN NUMBER:**  
**TOWNSHIP:**

CONTRACTOR NAME:  
ADDRESS:  
CITY AND STATE:

Contractor hereby propose to furnish labor and materials complete in accordance with the below Specifications and General Instructions. Please submit bid on a unit price basis for each item listed below.

Project Scope:

	Unit Price	Total
1.	_____	_____ -0- _____
2.	_____	_____ -0- _____
<b>PROPOSED START DATE:</b> _____	<b>TOTAL</b>	_____ -0- _____

PROJECT TO BE SATISFACTORYILY COMPLETED BY : \_\_\_\_\_

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. Contract may be awarded, in whole or in part, based upon the statutory maintenance limits imposed by MCL 280.196(4).

Contractor Authorized Signature: \_\_\_\_\_

Note: This Proposal may be withdrawn by me if not accepted within \_\_\_\_\_ days.

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

**ACCEPTANCE OF PROPOSAL**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do this work as specified. Payment will be made as described above.

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.

Payment will not be issued until an inspection and approval has been made by the Drain Commissioner.

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 Contractor shall, at its own expense, protect, defend, indemnify and hold harmless the Gratiot County Drain Commissioner, County of Gratiot, its 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:**