

AGREEMENT

FOR

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ ,  
between THE BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF  
MONROE ("The Board") and \_\_\_\_\_, ("Developer").

WITNESSETH:

WHEREAS, Developer is the owner and developer of certain premises situated in  
Township, Monroe County, Michigan, and has submitted to the Board a plan for  
constructing \_\_\_\_\_ Subdivision; and

WHEREAS, Developer proposes to construct and complete by \_\_\_\_\_, 20\_\_ ,  
all improvements on said roadway as required by the Laws of the State of Michigan; in  
accordance with plans (consisting of \_\_\_ sheets prepared by \_\_\_\_\_, and dated  
, 20\_\_) and approved by the Board's Engineering Department on \_\_\_\_\_, 20\_\_ ;  
and

THEREFORE, in consideration of the premises, the undertakings and obligations  
of each other, the parties hereto agree as follows:

1. Developer shall, at its sole expense improve \_\_\_\_\_ for the proposed  
plat of \_\_\_\_\_ Subdivision in accordance with the plans and specifications hereto  
annexed as "Exhibit A".

2. All of the aforesaid roadway improvements shall be constructed to the  
satisfaction of the Board and to the approval by its County Highway Engineer, and shall  
be completed by \_\_\_\_\_, 20\_\_. The costs to be borne by Developer shall include all

right-of-way and engineering expense. Improvements shall not be considered to be completed until mylar copies of as-built drawings are delivered to the Board.

3. Developer shall pay all inspection, testing, construction engineering, administrative, and legal costs incurred by the Board incident to or arising from the proposed improvements to \_\_\_\_\_ for the Plat. These costs shall include but not be limited to the review of proposed field changes, supervision of inspection and testing of the roadway improvements, reviewing correction action plans, and processing inspection and testing invoices incurred by the Board incident to or arising from the proposed improvements to \_\_\_\_\_ for the Plat. Such costs shall be charged as follows:

- a) For services of Road Commission Employees, the hourly rates of salary cost plus the current fringe rate plus overhead.
- b) For out-of-pocket expenses including but not limited to equipment charges, travel expenses, copying, etc., actual cost thereof.
- c) For reasonable legal attorney fees, fees for expert witnesses, agents and consultant fees.

The inspection and testing shall be accomplished under the supervision of a registered professional engineer approved by the Board. Developer shall further pay to the Board the Board's administrative and legal costs incident to or arising from the construction of the proposed improvements to \_\_\_\_\_ for the Plat. Upon execution of this agreement, Developer shall deposit the sum of \_\_\_\_\_ (\$ \_\_\_\_\_ .00)

Dollars with the Board to be applied against said costs. If said costs exceed the sum so

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deposited, the Board shall invoice Developer, and Developer shall make payment therefore within ten (10) days after billing. In the event said costs are less than the amount so deposited, the balance shall be returned to Developer by the Board upon the Board's acceptance of the said roadway improvements.

4. Prior to signing of the Plat by the Board, the Developer shall provide either cash, a certified check or an irrevocable letter of credit in the amount of (\$\_\_\_\_\_00) Dollars guaranteeing proper performance of work in accordance with the approved plans and specifications and guaranteeing the payment of all indebtedness incurred for the work and materials. If a letter of credit is provided, it shall be in a form acceptable to the Board. Developer agrees to defend and indemnify the Board, its employees and agents, and to pay all costs of defense including reasonable attorney fees, expert witness fees and court costs, on behalf of the Board and to hold harmless the Board from any and all claims or demands arising in any way, from the Developer's project and operations related to the project, or from any event, casualty or condition related to or arising from the project and related operations, even if the Board, its employees or agents are determined to be partially at fault; excluding, however, claims, demands, events, casualty or condition arising or resulting from the sole negligence of the Board or its employees. The Developer shall also furnish proof of coverage for worker's compensation, public liability and property damage insurance acceptable to the Board.

5. After the Developer has executed the agreement and has provided the insurance documentation and performance guarantee required, the Board, through its

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Engineering Division, will issue a permit to the Developer and their Contractor to construct the proposed improvements to \_\_\_\_\_ for the Plat.

6. Upon completion of construction of said roadway improvements and acceptance of same by the Board, the Developer shall furnish a maintenance and guarantee bond in the amount of TWENTY-FIVE (25%) PERCENT of the construction cost, which shall provide for the repair of any portion of the improvements which may become defective for any reason during a period of two (2) years from the date of final inspection of the improvements. Developer shall repair or replace the defective portion at his expense with new material approved by the Board. Developer shall, upon written notice and within ten (10) days after receipt thereof, make whatever repairs necessary to maintain the quality of said construction to conform with the approved plans and specifications. Notice shall be served by certified mail, with return receipt, to Developer by addressing the same to\_\_\_\_\_. In the event that Developer shall fail to make such repairs within the time hereinbefore set forth, then the required repairs may be made by the Board, with the entire cost thereof charged to the Developer, who shall pay such charges within thirty (30) days after demand by the Board.

7. Upon completion of proposed improvements to \_\_\_\_\_ for the Plat, in conformity with plans and specifications approved by the Board, Developer shall provide the Board with Waivers of Lien from all persons or corporations who have supplied labor or material for the construction of same.

8. Upon receipt of the Waivers of Lien, and provided said construction has been completed in accordance with approved plans and specifications to the satisfaction

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of the Board and all costs, as set forth in 3 above, have been paid by Developer, the Board shall release the permit described in Section 5 on behalf of the public in accordance with the Laws of the State of Michigan.

9. The provisions of this Agreement shall inure to the benefit of and be binding upon the successors, heirs and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

BOARD OF COUNTY ROAD  
COMMISSIONERS MONROE, MICHIGAN

\_\_\_\_\_  
Paul Iacoangeli, Chairman

\_\_\_\_\_  
Dan Minton, Vice Chairman

\_\_\_\_\_  
Charles A. Londo, Member

\_\_\_\_\_  
Greg W. Stewart, Member

\_\_\_\_\_  
Jack Thayer, Member

STATE OF MICHIGAN )  
  )ss  
COUNTY OF MONROE)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

\_\_\_\_\_

\_\_\_\_\_, personally appeared before me and are known to be the person(s) who executed the foregoing release and severally

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acknowledged the same to be their (her/his) free act and deed, all are board members of the Monroe County Road Commission.

\_\_\_\_\_  
Sign name                      Notary Public

\_\_\_\_\_  
Print name  
Monroe County, Michigan  
My commission  
expires \_\_\_\_\_

DEVELOPER:

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF MICHIGAN )  
                                  )ss  
COUNTY OF MONROE)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

\_\_\_\_\_

\_\_\_\_\_, personally appeared before me and are known to be the person(s) who executed the foregoing release and severally acknowledged the same to be their (her/his) free act and deed, all are board members of the Monroe County Road Commission.

\_\_\_\_\_  
Sign name                      Notary Public

\_\_\_\_\_  
Print name  
Monroe County, Michigan  
My commission  
expires \_\_\_\_\_