

A G R E E M E N T

AN AGREEMENT made this _____ day of _____, A.D. 19 _____, by and between the Drainage Board for the _____ Drain, located in _____ Township, Isabella County, Michigan, hereinafter referred to as the Board; _____ hereinafter referred to as the Landowner, and _____ hereinafter referred to as the Contractor.

WHEREAS, the _____ Drain has become partially obstructed,

AND WHEREAS, the obstructions cause poor drainage and flooding from time to time on the property of the Landowner.

AND WHEREAS, the Landowner has requested that the Board grant the Landowner permission to have a portion of the _____ Drain cleaned out,

NOW THEREFORE IT IS HEREBY AGREED that;

1. Permission is hereby granted to the Landowner, by the Drain Commissioner for the said drain, to clean out a portion of the drain, holding to the same side slopes and bottom widths as specified in the last improvement of said drain. Said clean out shall commence approximately _____

_____ thence upstream following the established course of the drain, to the _____

2. The Contractor shall furnish an Owner's Protective Liability Insurance. THIS INSURANCE SHALL BE FURNISHED IN A SEPARATE POLICY. The Owner's Protective Liability Insurance shall cover bodily injury in the amount of \$300,000 each person, \$500,000 each accident; property damage in the amount of \$50,000 each accident, \$100,00 aggregate. The above insurance shall insure the people of the State of Michigan, The Drainage District for the _____ Drain, the Isabella County Road Commission and all public utilities whose property may be encountered in the work. It shall be maintained in full force and effect until such contract is terminated. The Contractor shall carry Manufacturer's and Contractor's Liability Insurance, Automobile Liability Insurance and the limits of liability shall be the same as those stated in the Owner's Protective Liability Insurance. The Contractor shall also carry workmen's compensation protection. A certificate showing that the Contractor has the above named insurance coverage in the amount stated shall be attached to each Agreement.

3. The Landowner shall pay all costs connected with the clean out and related work, except a portion of the cost will be subject to Chapter VIII of Michigan Drain Code, par. 196. Not to exceed a rate greater than the \$800.00 per mile limit.

4. Payment by the Landowner to the Contractor shall not be made until the work is approved by the Isabella County Drain Commissioner.

5. The Landowner and the Contractor shall save and hold harmless the Drainage Board and the Drainage District from any and all claims which may arise from the performance of the work under this Agreement.

6. That all construction activities shall be in compliance with the Soil Erosion and Sedimentation Act, and, further, that the channel slope worked upon shall be seeded and fertilized. Also, that all excavated spoil shall be leveled in compliance with requirements thereof.

7. That written approval shall be obtained from the Road Agency having jurisdiction prior to actual construction affecting the road crossing under their control, and further, that a copy of said permit shall be filed with the Isabella County Drain Commissioner.

8. That permission shall be obtained from all Landowners upon which construction activities are intended.

9. That repair or replacement of fences affected shall be accomplished as necessary.

10. That provisions have been made to ensure the payment for construction accomplishment and all contractual obligations by the Landowner group undertaking the improvement or repair.

Signed and sealed on this _____ day of _____ A.D. 19 _____.

Landowner

Contractor

By _____
Isabella County Drain Commissioner