

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 Guidelines for Subdivision Procedures, Requirements and Specifications as currently adopted by the Board; and in accordance with plans (consisting of ___ sheets prepared by _____, and dated _____, 20____) and approved by the Board's Engineering Department on _____, 20____; and

WHEREAS, Developer proposes to develop the roadway(s) as a public right-of-way to be maintained under the jurisdiction of the Board in accordance with the Laws of the State of Michigan;

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 construct the aforesaid roadway system in the proposed plat of _____ Subdivision in accordance with the plans and specifications hereto annexed as "Exhibit A".
2. All of the aforesaid roadway system 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. Construction 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 construction of the roadway system in 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 system, reviewing correction action plans, and processing inspection and testing invoices incurred by the Board incident to or arising from the construction of the roadway system in 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 roadway system, in 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 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. 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.

6. Upon completion of construction of said roadway system, 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.

7. Upon receipt of the Waivers of Lien, and provided said construction has been completed in accordance with approved plans and specifications to the satisfaction of the Board and all costs, as set forth in 3 above, have been paid by Developer, the Board shall by resolution assume jurisdiction over said roadway system on behalf of the public in accordance with the Laws of the State of Michigan.

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

