

## PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT made as of February 4, 2021, between ALPENA COUNTY BOARD OF COMMISSIONERS - 720 W. CHISHOLM ST., ALPENA, MICHIGAN 49707 - OWNER, and LEWIS AND LEWIS PROFESSIONAL SURVEYING, INC. - 486 S. RIPLEY BLVD. STE. 205, ALPENA, MICHIGAN 49707- MONUMENTATION SURVEYOR.

### SECTION 1 - ASSIGNMENT

- 1.1 OWNER wishes MONUMENTATION SURVEYOR to perform professional services in accordance with the State Survey and Remonumentation Act, Act 345 of 1990, the Administrative Rules and other regulations promulgated by the State Survey and Remonumentation Commission.
- 1.2 The ASSIGNMENT is defined in Exhibit A attached to this AGREEMENT.

### SECTION 2 - BASIC SERVICES

- 2.1 MONUMENTATION SURVEYOR shall perform the following services:
  - 2.1.1 Will not undertake any work on the ASSIGNMENT until this Agreement is executed by the OWNER and Authorization to Proceed has been issued by the County Surveyor.
  - 2.1.2 Will undertake the ASSIGNMENT with completeness, thoroughness and local normal standards of professionalism.
  - 2.1.3 Will perform all services in accordance with applicable laws, regulations and other requirements pertaining to the ASSIGNMENT.
  - 2.1.4 Will provide four (4) copies of all materials to be presented to the Peer Group, to the County Surveyor at least two weeks prior to the Peer Group meeting at which the ASSIGNMENT will be presented.
  - 2.1.5 Upon review and concurrence of the Peer Group with the MONUMENTATION SURVEYOR'S presentation, analysis and conclusion, furnish an original Land Corner Recordation Corner Form or forms if appropriate, within 14 days to the County Surveyor together with the appropriate fee(s) for recording.

### SECTION 3 - OWNER RESPONSIBILITIES

- 3.1 Owner will provide, through the County Surveyor:
  - 3.1.1 Criteria and information made available from the State Survey and Remonumentation Commission.
  - 3.1.2 Access to and copies of documentation pertinent to the ASSIGNMENT.

**SECTION 4 - PERIOD OF SERVICE**

- 4.1 OWNER has authorized MONUMENTATION SURVEYOR to start performing services and incurring allowable costs upon receipt of Notice to Proceed.
- 4.2 Completion of the ASSIGNMENT shall be in accordance with the schedule outlined in Exhibit A attached.

**SECTION 5 - PAYMENT**

- 5.1 OWNER will pay MONUMENTATION SURVEYOR for completion of the ASSIGNMENT as outlined in Exhibit A.
- 5.2 OWNER will release pay to MONUMENTATION SURVEYOR within 7 days after receipt of funds from the State Survey and Remonumentation Commission.
- 5.3 MONUMENTATION SURVEYOR will submit pay requests to the County Grant Administrator detailing the work completed and for which payment is being requested.

**SECTION 6 - INSURANCE**

- 6.1 MONUMENTATION SURVEYOR shall have in effect and attach copies to this AGREEMENT of the following insurance:
  - 6.1.1 General Liability Only - Alpena County is to be named as additional insured on this policy.
    - \$1,000,000.00 Per Occurrence
    - \$1,000,000.00 General Aggregate
    - \$1,000,000.00 Products / Advertising Injury
    - \$50,000.00 Fire Legal Liability
    - \$5,000.00 Premises Medical
  
  - Business Automotive Liability (including Non-Owned and Hired Automobile)
    - \$1,000,000.00 Bodily Injury Per Person
    - \$1,000,000.00 Bodily Injury Each Accident
    - \$1,000,000.00 Property Damage or \$1,000,000.00 Combined Single Limit
  
  - Workers' Compensation
    - \$500,000.00 Each Accident
    - \$500,000.00 Each Disease
    - \$500,000.00 Policy Limit for Disease
  
  - Commercial Umbrella (will be optional)
    - \$1,000,000.00 Limit Per Occurrence
    - \$1,000,000.00 Aggregate Limit
    - \$500,000.00 Professional Liability (where required)

- 6.2 Copies of insurance certificates shall include a requirement that the County is to be notified at least 10 days prior to cancellation of any insurance coverage.
- 6.3 Cancellation of any of the insurance listed in Section 6.1.1 shall be cause for suspension of this AGREEMENT and if the insurances are not renewed, with copies furnished to the County Surveyor within 30 days after the date of insurance termination or cancellation it shall be cause for termination of this AGREEMENT with forfeiture of any payments to MONUMENTATION SURVEYOR.
- 6.4 MONUMENTATION SURVEYOR, upon execution of this AGREEMENT, agrees to allow free access to and copies of any information that he/she may have to other monumentation surveyors working on remonumentation in Alpena County.
- 6.5 OWNER and MONUMENTATION SURVEYOR and the respective partners, successors, executors, administrators, assigns and legal representatives of each are bound by this AGREEMENT and to the partners, successors, administrators, assigns and legal representatives of such other party in respect of all covenants, agreements and obligations of this AGREEMENT.
- 6.6 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and MONUMENTATION SURVEYOR.
- 6.7 MONUMENTATION SURVEYOR agrees to indemnify and hold the County of Alpena harmless from claims, liabilities, loss, damage, legal costs or expense resulting from MONUMENTATION SURVEYOR'S negligent acts, errors or omissions.

This AGREEMENT consists of four (4) pages and Exhibit A consisting of one (1) page and constitutes the entire AGREEMENT between OWNER and MONUMENTATION SURVEYOR and supersedes all prior written or oral understandings between them. This AGREEMENT and Exhibit A may only be amended, supplemented, modified or canceled by a duly executed, written instrument.

In witness whereof, the parties hereto have made and executed this AGREEMENT as of the day and year first written above.


OWNER - ALPENA COUNTY

MONUMENTATION SURVEYOR

LEWIS AND LEWIS PROFESSIONAL SURVEYING, INC.  
Name of Firm or Individual



County Remonumentation Administrator  
DAVID B. GUTHRIE, P.S.

  
Signature of authorized representative

02-04-2021

Date

2/9/21  
Date

CHAIRMAN, Alpena County Board of Commissioners  
ROBERT ADRIAN

\_\_\_\_\_  
Date

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

ALPENA COUTY

AND

LEWIS AND LEWIS PROFESSIONAL SURVEYING, INC

Dated - FEBRUARY 4, 2021

ASSIGNMENT - 12 corners

Perform research, field investigation, uncover or locate corner evidence, witness (find or establish), assemble all information and provide copies for Peer Review Group, attend Peer Review Group meetings, prepare and submit Land Corner Recordation Record forms and all related work on the following corners:

T30N-R5E - K-8, K-10, K-11, K-12, L-11, J-11, I-10, I-11

T32N-R7E - I-13, J-13, K-12, K-13

PERIOD OF SERVICE

Complete the Assignment by November 1, 2021 for the total fee.

PAYMENT

For each corner presented to County Surveyor for Peer Group review.....50% of per corner fee

For each corner receiving Peer Group concurrence and submittal of Land Corner Recordation Record form to County Surveyor.....50% of per corner fee

FEES PER CORNER

12 Corners at 1200.00 each = \$14,400.00