

## PROFESSIONAL SERVICES AGREEMENT

This Agreement made as of April 2, 2026 between the Alpena County Board of Commissioners  
720 W. Chisholm Street, Alpena, Michigan 49707 – Owner  
and Lewis and Lewis Professional Surveying Inc., 2860 Hamilton Rd., Alpena, Michigan 49707 -  
Contract Surveyor

### SECTION 1 – Assignment

1.1 Owner wishes Contract 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 Contract Surveyor shall perform the following services:

- 2.1.1 Will not undertake any work on the assignment until the agreement is executed by the owner and authorization 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 and to the County Surveyor at least two weeks prior to the Peer Group meeting at which time the Assignment will be presented.
- 2.1.5 Upon review and concurrence of the Peer Group with the Contract Surveyor's presentation, analysis and conclusion, furnish an original Land Corner Recordation Form within 14 days to the County Surveyor with the appropriate fee for recording.

### SECTION 3 – Owners 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 copies of documentation pertinent to the Assignment.

### SECTION 4 – Period of Services

4.1 Completion of the Assignment shall be in accordance with the schedule outlined in exhibit A attached.

SECTION 5 – Payment

5.1 Owner will pay Contract Surveyor for completion of the Assignment as outlined in Exhibit A.

5.2 Contract Surveyor will submit pay requests to the County Grant Administrator detailing the work completed for which payment is being requested.

SECTION 6 – Insurance

6.1 Contract 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

Worker's 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 the cancellation of any insurance coverage.

6.3 Cancellation of any insurance listed in section 6.1.1 shall be cause for suspension of the 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 the Contract Surveyor.

6.4 Contract Surveyor, upon execution of this Agreement, agrees to allow free access to any copies of any information that they may have to other Contract Surveyors working on Remonumentation in Alpena County.

6.5 Owner and Contract Surveyor and their 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 constructed to give any rights or benefits hereunder to anyone other than the Owner and Contract Surveyor.

6.7 Contract Surveyor agrees to indemnify and hold the County of Alpena harmless from claims, liabilities, loss, damage, legal cost or expense resulting from Contract Surveyors negligent acts, errors and omissions.

This Agreement consists of three (3) pages and Exhibit A consisting of one (1) page and constitutes the entire agreement between the Owner and Contract 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 written instrument.

In witness thereof, the parties hereto have made and executed this agreement as of the day written below.

Owner – Alpena County

David B. Guthrie  
County Remonumentation Administrator  
David B. Guthrie P.S.

04-07-2026  
Date

Contract Surveyors

Lewis & Lewis Prof. Surveying, Inc.  
Name of Firm or Individual

Wayne T. Lewis  
Signature of Authorized Representative  
Wayne T. Lewis P.S.

4/7/26  
Date

\_\_\_\_\_  
Chairman, Alpena County Board of Commissioners

\_\_\_\_\_  
Date

PROFESSIONAL SERVICES AGREEMENT

EXHIBIT A

Dated – April 2, 2026

BETWEEN ALPENA COUNTY AND LEWIS AND LEWIS PROFESSIONAL SURVEYING INC.

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

T29N-R9E B-11, C-08, C-10, C-11, D-09, D-11, E-09, E-10, E-11, F-11, G-11

T29N-R8E D-09

PERIOD OF SERVICE – Complete the assignment by November 1, 2026

FEE PER CORNER – 12 corners at \$1350 each = \$16200.00