

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this date by and between Thomas E. Cummins, as County Surveyor of Montgomery County, Indiana ("County Surveyor"), and Amy Woodall ("Contract Surveyor").

Recitals

A. The County Surveyor is required by IC 36-2-12-11 to maintain a section corner reference book, and to annually check and reference at least 5% of all corners shown in such book.

B. The County Surveyor is not registered as a land surveyor under IC 25-21.5, and therefore is not authorized to check and reference section corners himself.

C. The County Surveyor is authorized by IC 36-2-12-11, with the approval of the County Executive, to employ a registered land surveyor who is a resident voter of the County to administer the section corner perpetuation program.

D. The Contract Surveyor is a land surveyor registered under Indiana Code 25-21.5 and a resident voter of Montgomery County, Indiana.

NOW THEREFORE, the County Surveyor and the Contract Surveyor agree as follows:

1. **SCOPE OF SERVICES:** The Contract Surveyor agrees to locate and reference the section corners and quarter-section corners in part of the South half of Scott Township, Montgomery County, Indiana, the same being more particularly described as Sections 19 through 36 inclusive, in Township 17 North, Range 4 West of the Second Principal Meridian.

a. The Contract Surveyor shall provide such services according to the professional standards for section corner perpetuation set forth in 865 IAC 1-12-30.

b. The Contract Surveyor will research existing legal survey records, original government survey field notes and plats, highway plans, recorded surveys and existing corner perpetuation data related to the section and quarter-section corners referenced above.

c. Where previously existing perpetuation does not exist, the Contract Surveyor will supervise the excavation of a hole, up to a 4-by-4 foot area (3.5' x 3.5' in paved areas), to determine the existence of a subsurface monument.

d. Where previously existing perpetuated section corner stones exist as documented in the County Surveyor's office, the Contract Surveyor will perform verification of referenced ties. In the event referenced ties have been lost, verification of the location of the stone itself will be performed.

e. The Contract Surveyor will supervise placement of a 5/8" x 24" steel reinforcing bar with aluminum cap at each of the section and quarter section corners as detailed above (where terrain permits); will supervise the placement of three reference ties to each corner and quarter-section corner (where terrain permits); and will place Indiana State Plane Coordinates on each section corner and quarter-section corner.

f. The Contract Surveyor will provide written evidence of all corner locations to the County Surveyor. The Contract Surveyor will produce and certify section corner dossiers for each section corner and quarter-section corner.

g. The Contract Surveyor will provide status updates and reports to the County Surveyor on a quarterly basis and to the Commissioners as requested.

h. The Contract Surveyor shall carry professional liability insurance and upon request of the County provide written documentation of said insurance.

i. The County Surveyor will provide all monuments needed to mark and perpetuate the section and quarter-section corners, and reference ties to said corners.

j. The County Highway Department will provide the material for patching of excavated areas in roadways.

2. TERM AND COMPLETION: This Agreement shall be for a term commencing on January 1, 2021, or its date of approval by the Board of Commissioners of Montgomery County, whichever is later, and ending on December 31, 2021. The Contract Surveyor agrees to complete the professional services described above within such term.

3. COMPENSATION: The Contract Surveyor agrees to provide the professional services set forth above in consideration of a fixed compensation of Fifty-Three Thousand Three Hundred Dollars (\$53,300.00), which shall be payable in twelve (12) equal monthly installments upon claims submitted to the Montgomery County Auditor. The parties further agree that the final installment shall not be payable until the services have been completed to the reasonable satisfaction of the County Surveyor.

4. EQUIPMENT: The Contract Surveyor agrees to furnish all vehicles, tools and equipment, including Global Positioning System (GPS) equipment, necessary for the performance of her duties under this Agreement, for no additional consideration.

5. TERMINATION: The County Surveyor may terminate this Agreement for cause, prior to the expiration of the fixed term, upon thirty (30) days written notice to the Contract Surveyor. Cause for termination shall include, without limitation, the Contract Surveyor's failure to observe requisite professional standards, failure to diligently prosecute the work, or abandonment of the work. In the event of termination for cause, the Contract Surveyor's compensation shall be limited to the reasonable value of the services performed prior to the termination date.

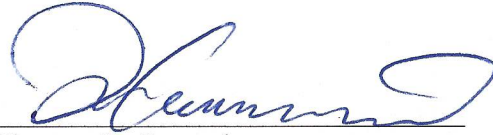
IN WITNESS WHEREOF, the parties have executed this Agreement at Crawfordsville, Indiana, on 30th day of December, 2020.

CONTRACT SURVEYOR:

COUNTY SURVEYOR:



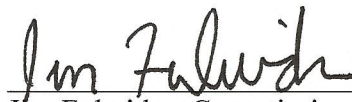
Amy Woodall,
Registered Land Surveyor Montgomery



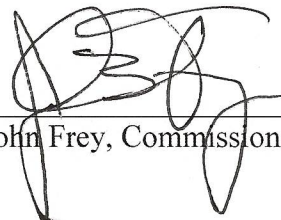
Thomas E. Cummins,
County Surveyor

The above and foregoing Agreement for Professional Services is hereby approved on
The 30th day of December, 2020.

BOARD OF COMMISSIONERS
OF MONTGOMERY COUNTY:



Jim Fulwider, Commissioner

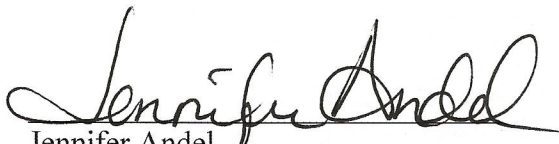


John Frey, Commissioner



Dan Guard, Commissioner

ATTEST:



Jennifer Andel,
Montgomery County Auditor