



GENESEE COUNTY

OFFICE OF FISCAL SERVICES

Purchasing Department
324 S Saginaw St, Ste. 9A Flint, Michigan 48502
Phone: (810) 257-3040 Fax (810) 257-3560

PROFESSIONAL SERVICES CONTRACT

This Contract for Professional Services (the “Contract”) is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 324 S. Saginaw Street, Flint, Michigan 48502 (the “County”), and Davis Land Surveying & Engineering, Inc., a Michigan surveying and engineering company, whose principal place of business is located at 415 W. Nepessing Road, Lapeer, MI 48446 (the “Contractor”) (the County and the Contractor together, the “Parties”).

1. Term

1.1 Initial Term

The initial term of this Contract commences on signature and shall be effective through 12/31/2025 (the “Initial Term”).

1.2 Extension Terms

The County has the option to extend this Contract for up to three (3) additional one-year terms (the “Extension Terms”).

2. Scope of Work

The Contractor agrees to perform the services described on Exhibit A (the “Services”).

3. Compensation

Unit Rate. For the performance of the Services, the Contractor shall be paid a flat fee of \$1,700 per interior corner and \$1,400 per non-interior corner and an additional \$30 recording fee for each LCRC. The total amount paid to the Contractor for the Initial Term shall not exceed \$8,650. The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any necessary supporting documentation such as time sheets. The County will pay the Contractor within sixty (60) days of the County’s acceptance of the invoice and supporting documentation.

4. **Taxes.** The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

5. **Contract Administrator**

The contract administrator for this Contract is Kim Carlson, County Surveyor (the "Contract Administrator"). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Contract. The Contractor agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

6. **Warranties**

The Contractor warrants that:

- 6.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.
- 6.2 The Contractor will comply with all federal, state, and local laws in the performance of the Services.
- 6.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.
- 6.4 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.
- 6.5 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's breach of these warranties.

7. **Suspension of Work**

7.1 Order to Suspend Performance

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Services. The Contractor shall not be entitled to compensation for any Services performed during any period in which the Contract Administrator has directed that the Services be suspended.

7.2 Necessary Actions Before Suspension

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.

8. Termination

8.1 Termination for Cause

If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

8.2 Immediate Termination

If the County, in its discretion, determines that the Contractor's breach of this Contract constitutes a threat to public health, safety, or welfare, the County may terminate this Contract immediately upon notice to the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

8.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Contract upon thirty (30) days written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

8.4 Termination for Lack of Funding

If this Contract is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the County may terminate this Contract by written notice specifying the date of termination.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

9. Nondiscrimination

The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

10. Freedom of Information Act

This Contract and all attachments, as well as any other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, *et seq.*, known as the "Freedom of Information Act".

11. Intellectual Property

Any intellectual property created by the Contractor in the performance of the Services shall be considered a work made for hire, and any and all rights in such intellectual property shall belong solely to the County. Upon the County's request, the Contractor agrees to execute any documents necessary to convey ownership of such intellectual property to the County.

12. Audit Rights

12.1 Certification of Accurate Information

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Contract, or any payment or dispute related to this Contract, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

12.2 Inspection

The Contractor agrees that the County may inspect the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract and the terms of the applicable grant.

12.3 Audit

The Contractor agrees that the County may examine the Contractor's records to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's records to ensure compliance with the terms of this Contract and the terms of the applicable grant.

12.4 Records Retention

The Contractor agrees to maintain any business records related to this Contract or the Contractor's performance under this Contract for a period of at least three (3) years after final payment.

13. Identity Theft Prevention

13.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.

13.2 For the purposes of this Paragraph, "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver's license number taxpayer identification number, or routing code.

14. Insurance Requirements and Indemnification

The Contractor shall at all times maintain in full force and effect for duration of the term of this agreement the following insurance coverages. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan, having an AM Best rating of at least A- and acceptable to Genesee County. *In addition, the County reserves the right to modify or waive at any time any applicable insurance requirements based on the scope of services provided*

at the discretion of the County's Risk Manager or other authorized representative of the County.

Commercial General Liability Insurance on an "occurrence basis" with minimum limits of \$1,000,000 per occurrence and a \$2,000,000 aggregate limit. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds. Coverage shall be primary and non-contributory, including a waiver of subrogation in favor of the County.

Workers' Compensation Insurance – as required by and in accordance with all applicable statutes of the State of Michigan, including Employers' Liability Coverage.

Automobile Liability – Including Michigan No-Fault coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Coverage shall include all owned, non-owned, and hired vehicles. Limits may be satisfied using primary and excess/umbrella liability policies. -. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds.

Professional Liability Insurance – in an amount not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. If this policy is a claims made form, the Contractor shall be required to keep said policy in force, or purchase "tail" coverage for a minimum of three (3) years after the termination of this contract. A licensee or its insurance broker shall notify the County of any cancellation or reduction in coverage within seven (7) days of receipt of insurer's notification to that effect. The contractor, licensee, permittee, or lessee shall forthwith obtain and submit proof of substitute insurance to the County Risk Manager within five (5) business days in the event of expiration or cancellation of coverage.

1.1 Insurance Certificate and Additional Insured Coverage

- 1. Certificate of Insurance** – The contractor must provide a Certificate of Insurance evidencing the required insurance set forth above. The Certificate Holder should be listed as follows:

Genesee County
Attn: Risk Management
324 S. Saginaw St, Flint, MI 48502

- 2. Endorsements** In addition, the contractor must provide the following endorsements, including but not limited to:

- a. An additional insured endorsement (equivalent in coverage to ISO form CG 20 10 and CG 20 37) naming the "Genesee County, its officials, employees and agents, all boards, commissions and/or authorities and board members, including employees and volunteers thereof" as additional insureds under the general liability policy. No person or department should be identified as the additional insured. Coverage afforded shall be considered primary and any other insurance or self-insurance, maintained by or available to the County shall be considered secondary and/or excess.
- b. An endorsement to each policy stating that such policy shall not be cancelled or reduced in coverage except after thirty (30) days prior written notice to County. Cancellation, material restriction, nonrenewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the County. If any of the required coverages expire during the term of the contract, the vendor shall deliver renewal certificates, endorsements, and/or policies to County at least ten (10) days prior to the expiration date.

In lieu of required endorsements, a copy of the policy sections, where coverage is provided for additional insured and cancellation notice, may be acceptable. Copies of all policies mentioned above shall be furnished, if so requested.

1.2 Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's performance of the Services or presence on the County's property or worksite. Contractor agrees that the insurance requirements specified in the contract do not reduce the liability Contractor has assumed in the indemnification/hold harmless section of the Contract.

15. Independent Contractor

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

16. General Provisions

16.1 Entire Contract

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

16.1.1. The Contract – This Professional Services Contract

16.1.2. Exhibit A – The Scope of Work

16.1.3. Exhibit B – The Insurance Checklist

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control.

16.2 No Assignment

The Contractor may not assign or subcontract this Contract without the express written consent of the County.

16.3 Modification

This Contract may be modified only in writing executed with the same formalities as this Contract.

16.4 Binding Effect

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

16.5 Headings

The paragraph headings in this Contract are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Contract.

16.6 Governing Law and Venue

This Contract is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Contract must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

16.7 Subpoena Power

The Contractor acknowledges and understands that the Chairperson of the Genesee County Board of Commissioners, pursuant to MCL 46.3(5), as amended, has the power to administer oaths, issue subpoenas, and compel a person's attendance in the same manner as a court of law. The Contractor agrees to submit to this power with respect to this Contract.

16.8 Severability and Survival

In the event that any provision of this Contract is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Contract.

16.9 Interpretation

Each Party has had opportunity to have this Contract reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Contract, there shall be no presumption in favor of any interpretation solely because the form of this Contract was prepared by the County.

16.10 Remedies

All remedies specified in this Contract are non-exclusive. The County reserves the right to seek any and all remedies available under this Contract and applicable law in the event that the Contractor fails to abide by the terms of this Contract.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.

DAVIS LAND SURVEYING & ENG

COUNTY OF GENESEE

By: _____
Corwin P. Mabery, P.E.
President

By: _____
Delrico J. Loyd, Chairperson
Board of County Commissioners

Date: _____

Date: _____

EXHIBIT A

Scope of Work

For the following set of Section Corners:

VIENNA TOWNSHIP, T9N-R6E

F-10, H-10, J-10, L-10, B-12.....**5 Corners**

- A. Research of public and private records from information regarding public land corners.
- B. Field work including, but not limited to:
 - 1. Field traversing for determining mathematical relationships.
 - 2. Excavation for physical evidence of Monumentation of government corners.
 - 3. Setting, restoring, and perpetuating physical Monumentation for government corners under the requirements of P.A. 74 of 1970.
 - 4. Establishment of acceptable accessories for all Monumented Section corners.
 - 5. Provide geodetic coordinates for all contracted corners reported in decimal degrees of Latitude and Longitude with coordinate accuracy of 0.1 feet.
 - 6. Provision of MSP coordinates to 0.01ft precision for the set corner and the two adjoining corners for standard corners or the four adjoining corners for interior corners. Coordinates provide in CSV file with corner (BINGO) code identified for each.
- C. Preparation of Corner Recordation Certificates under the guidelines of P.A. 74 of 1970 and presentation of all data to peer review committee for review and approval.

A separate contract will be issued and required of surveyors for peer review involvement.
- D. Record keeping of all field activities and corner research in accordance with acceptable County standards.
- E. Record keeping of all time and materials expended to accomplish the above listed tasks.
- F. All work shall be performed consistent with the requirements indicated in the Genesee County Monumentation and Remonumentation Plan, and the Grant Contract between the State of Michigan and Genesee County.

All work must be completed following the specifications as stated below:

1. Monumentation: All corners that require monumentation shall have Genesee County's standard monument set in place which must be obtained from the CR. This corner may also be set at corners with existing Monumentation at the discretion of the Monumentation Surveyor (MS). All monumentation shall be in accordance with P.A. 74 of 1970.

The appropriate monument shall be provided by the County. Contact the CR for arrangements to obtain the standard monument and cap.

It is not necessary to replace existing monumentation with standard monument if the existing monumentation meets the requirements of P.A. 74 of 1970 and is deemed to be in good condition by the MS.

In those areas requiring excavation and subsequent monumentation in a paved road surface, excavations and monumentation shall be performed only after contacting the Genesee County Road Commission, Michigan Department of Transportation or the appropriate agency of the local unit of government. Utilize the CR as the contact when the MS is not sure of the appropriate contact.

2. Accessories to Monumentation: All corners assigned to the MS for Remonumentation shall have a minimum of four witnesses or accessories taken for use on the Land Corner Recordation Certificate (LCRC). It is imperative that accessories used shall be of some significance so as to survive the ravages of time and progress. All MS shall use identifiable tags with aluminum or galvanized nails for nail and tag accessories. It is suggested that house, garage, and barn foundation corners be used, or any readily identifiable natural, permanent feature be used to identify corner locations. Use of utility poles is discouraged but not prohibited. In areas of double corners, i.e. Township lines, adjacent corners should be utilized as a witness to the subject corner.

Accessories should be located within 300 feet of the subject corner, but conditions may dictate flexibility. In those areas that lack existing features, standard survey markers may be set around the corner to provide minimum requirements.

Direction to all accessories should be determined by compass or instrumentation. Measurements shall be to .01 foot using EDM or steel taping procedures.

All previously existing accessories that can be related to previous surveys, LCRCs, or monumentation should be noted and checked by the MS for the record. Any existing monumentation found that does not agree with MS corner location shall be noted and described in the record along with any history known about that monumentation.

3. Field standards: All data collected by MS in the course of remonumentation shall become part of a permanent record in the County. These records will be used as a

reference by all surveyors working in this County for generations to come and should be prepared with care and professional pride.

All measurements shall be taken with calibrated equipment. Calibration data shall be entered in the dossier prior to engaging in field traverse activities and be subject to review by the CR and peer review group upon request. There shall be no charge to the program for calibration of equipment.

All field traversing deemed necessary by the MS shall be entered in the dossier on each corner. All data shall be entered in a format consistent with surveying standards or practices and shall be kept as part of the permanent record.

All angles shall be observed a minimum of two times in the upright and reversed positions. All EDM distances are to be measured in forward and reverse positions, if utilized.

All traverses shall be closed traverses where practical.

4. Dossiers: All MS shall utilize a dossier for all data entry. Dossiers will be presented for inspection upon request of the CR at his/her discretion. All abbreviations in each dossier shall be explained on a note page or in some other County approved descriptive manner.
5. Land Corner Recordation Certificate: The LCRC is the sum of all efforts expended in the project. The LCRC shall be complete with the history of the corner and the reasons for the present location. The State Commission mandates that all pertinent data be shown on the certificate so as to eliminate all questions as to depth of research. If many sources duplicate the same data, an abbreviated statement can be made but it is important that all sources be discussed or listed.
6. Restoration Procedures: All retracement procedures shall be in accordance with the Manual of Surveying Instructions – 1973 as published by the US Department of the Interior, Bureau of Land Management. Also, the booklet of Restoration of Lost or Obliterated Corners & Subdivision of Sections published by US Department of Interior is highly recommended for reference material.
7. Common Township Corners: Common corners to townships and/or counties shall be so noted on the LCRC with all pertinent corner codes and Town and Ranges noted on the particular LCRC.
8. Completion Date: Work may begin immediately after contract authorization. All work must be completed no later than December 30, 2025 and all office activities completed no later than December 30, 2025 in the initial year, and no later than September 30th in following years of the contract. Contractor must perform all services in a

professional and timely manner acceptable to the Remonumentation Committee and the County Representative to ensure that grant funds established for contractual survey services are expended and further to ensure that the number of corners accepted for recordation complies with requirements of the Remonumentation Project Grant.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/02/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bois Insurance Agency Inc 1456 E. Pierson Road P.O. Box 420 Flushing MI 48433		CONTACT NAME: Commercial Dept CISR PHONE (A/C No. Ext): (810) 659-7330 FAX (A/C No.): (810) 659-8910 E-MAIL ADDRESS: commercial@boisinsurance.com	
INSURED Davis Land Surveying And Engineering, Inc. 415 W Nepeessing St Lapeer MI 48446-2106		INSURER(S) AFFORDING COVERAGE INSURER A: Home-Owners Insurance Company INSURER B: Auto-Owners Insurance Co INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 26638 18988	

COVERAGES

CERTIFICATE NUMBER: CL259212229

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			14961529	05/01/2025	05/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employment Practices \$ 25,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			5596152900	05/01/2025	05/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist BI \$ 1,000,000
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ RETENTION \$ 10,000 ☐ CLAIMS-MADE			5596152901	05/01/2025	05/01/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	A106666743	05/01/2025	05/01/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Proof of Coverage
For Information Purposes Only
Personalized COI Available
Upon Request

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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