PROFESSIONAL SERVICES AGREEMENT 2024 Grant

Survey and Remonumentation

This AGREEMENT is made this 1st day of April 1, 2024, by and between the County of Houghton, 401 E. Houghton Avenue, Houghton, MI 49931 and Hein Surveying (SURVEYOR) (ADDRESS) 57486 Mine St, Calumet, MI 49913.

Section 1 - Scope of Work

1.1 Basic Services

- 1.1.1 The SURVEYOR will provide all services and equipment necessary to monument / remonument the corners as described in Exhibit A attached to and made part of this AGREEMENT.
- 1.1.2 All work will be performed pursuant to the State Survey and Remonumentation Act, Act 345 of the 1990 Michigan Public Acts and Administrative Rules promulgated there under and the Houghton County Monumentation and Remonumentation Plan approved by the State Remonumentation Plan Commission on August 26, 1992.
- 1.1.3 The SURVEYOR shall obtain from public and private property owners or their agents written permission to enter their premises and perform the work described in this AGREEMENT.
- 1.1.4 The SURVEYOR may provide monthly written progress reports to the County by the 10th day of each month, will supply any corner reports for presentation to the Peer Review Group, and will attend meetings when the corner reports are reviewed.
- 1.1.5 Upon acceptance by the COUNTY the SURVEYOR will record corners using appropriate forms and pay the applicable fees.

1.2 Additional Services

1.2.1 The SURVEYOR may provide additional services upon request by the COUNTY related to the Survey and Remonumentation Act including but not limited to: preparation of State progress reports, grant application (s) and Plan amendments.

Section 2 - County Responsibilities

- 2.1 The COUNTY shall appoint a County Representative who shall be the COUNTY's agent in the performance of this AGREEMENT.
- 2.2 The COUNTY will provide the SURVEYOR access to all records in its possession pertaining to the work covered by this AGREEMENT.
- 2.3 The COUNTY shall promptly notify the SURVEYOR of any amendments to Act 345 or changes to the Administrative Rules promulgated there under which may affect the provision of services.
- 2.4 The COUNTY will provide, at its expense, caps and monument boxes which will be used in the research and monumentation of corners ser pursuant to this AGREEMENT.

Section 3 - Payment

3.1 The COUNTY will pay the SURVEYOR within 30 days of invoice for services rendered based on the fee schedule contained in EXHIBIT B, made part of this AGREEMENT.

Section 4 - Term of Agreement/Amendments

- 4.1 This AGREEMENT shall remain in full force and effect until December 31, 2024.
- 4.2 The work described in EXHIBIT A shall be completed by December 31, 2024.
- 4.3 By December 1, 2022, and December 1, 2023, Amendments expanding the Scope of Work shall be prepared by the COUNTY describing the next calendar-year work program contained in the Houghton County Monumentation and Remonumentation Plan. These amendments shall be incorporated into this AGREEMENT by mutual consent of the COUNTY and SURVEYOR.
- 4.4 By December 31, 2022, and December 31, 2023, Amendments adjusting the fees contained in EXHIBIT B shall be prepared by the SURVEYOR and incorporated into this AGREEMENT by mutual consent of the parties.
- 4.5 Amendments agreed to under subsections 4.3 and 4.4 shall be contingent upon receipt of a Grant offer(s) from the Michigan Department of Commerce, State Survey and Remonumentation Commission for the applicable calendar year.

Section 5 - Assurances/Indemnification

- 5.1 The Surveyor agrees to comply with all pertinent Federal and State regulations and legislation involving civil rights, equal opportunity, and affirmative action including (but not limited to) Title VI of the Civil Rights Act of 1964, and Act No. 453, Michigan Public Acts of 1976.
- 5.2 The SURVEYOR and all of its subcontractors are responsible for ensuring that precautions are exercised at all times for the protection of persons and property. The safety provision of all applicable laws and building and construction codes shall be observed. The SURVEYOR and its subcontractors are responsible for compliance with all Federal and State laws and municipal ordinances and regulations in any manner affecting the work in this AGREEMENT and shall at all times carefully observe and comply with all rules, ordinances and regulations. The SURVEYOR and its subcontractors shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of work covered by this AGREEMENT.
- 5.3 No member of the Legislature of the State of Michigan or any individual employed by the State shall be permitted to share in this AGREEMENT of any benefit that arises there from.
- 5.4 The SURVEYOR shall report to the State Contracting Officer within five days after the end of each month that this Agreement is in effect the name(s), social security number(s), and amount of payment made to any former State of Michigan employee who:
- A. Retired from the State between June 2, 1984, and September 30, 1984 under the provisions of Acts 2 and 3 of the Public Acts of 1984; and
- B. Are less than 62 years of age; and
- C. Performed services purchased by the State under the provisions of this AGREEMENT during the month.

No report is required for any month during which the SURVEYOR has no employee as described above assigned to work performed under the provisions of this AGREEMENT.

- 5.5 To the extent that liabilities, obligations, damages, claims, costs, charges, and expenses are caused by any negligent act, error, or omission of the Monumentation Surveyor (or anyone directly or indirectly employed by it) arising from the services rendered by the Monumentation Surveyor, the Monumentation Surveyor agrees to hold harmless and indemnify the COUNTY and the State of Michigan (and its agents and employees) from and against said liabilities, obligations, damages, claims, costs, charges, and expenses imposed upon the SURVEYOR.
- 5.6 SURVEYOR shall at all times be an independent contractor and shall not be agent, employee, or representative of the COUNTY.

 SURVEYOR shall be solely responsible for the selection, supervision, and payment (including the provision of all fringe benefits and withholding of all taxes) of all employees and subcontractors of SURVEYOR necessary to accomplish the work. No such employee of the SURVEYOR shall be an agent of COUNTY.

Section 6 - Insurance

- 6.1 The SURVEYOR and all of its subcontractors shall provide and maintain during the term of this AGREEMENT public liability, property damage, and worker's compensation insurance insuring the interests of the COUNTY and State of Michigan against any and all claims which may rise out of the SURVEYOR'S or subcontractor operations under the terms of this AGREEMENT.
- 6.2 Specific insurance provisions are contained in EXHIBIT C attached to and made part of this AGREEMENT.

Section 7 - Assignment

The SURVEYOR may not assign this AGREEMENT without the consent of the COUNTY.

Section 8 - Ownership of Documents

All documents, reports and certificates prepared by the SURVEYOR with respect to work performed under this AGREEMENT shall be made available to the COUNTY prior to payment for any portion of the work. Upon final payment for any portion of the work copies of all such records shall be delivered to the COUNTY

COUNTY and SURVEYOR, and respective partners, successors, executors, assigns and legal representatives of each are bound by this AGREEMENT to the other party of 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.

Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than COUNTY and SURVEYOR.

This AGREEMENT constitutes the entire AGREEMENT between COUNTY and SURVEYOR and supersedes all prior written or oral understandings between them. This AGREEMENT may only be amended, supplemented, modified or cancelled 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.

FOR THE COUNTY	FOR THE SURVEYOR
	HEIN SURVEYING
COUNTY GRANT ADMINISTRATOR	NAME OF FIRM / INDIVIDUAL
DATE	AUTHORIZED REPRESENTATIVE
	<u> </u>

EXHIBIT A TO PROFESSIONAL SERVICES AGREEMENT 2024 Grant

Survey and Remonumentation

T52N, R34W:

Research: E-06, 07; F-07; G-06, 07; H-07 (6 Corners).

Traverse Lines: E-06 to E-05; G-06 to G-05; H-07 to I-07 (3 Lines).

Traverse/cap: E-06, 07; F-07; G-06, 07; H-07 (6 Corners).

Basic services include:

- Performing research, field investigation, uncover or locate corner evidence, witnesses (find or establish), assembling all information and providing the County Representative copies for Peer Review Group. Attendance at Peer Review Group meeting(s).
- 2. Placing State Plane coordinates on each corner. GPS stations will be set approximately two miles apart within one chain of the section line.
- 2A. Traversing Lines.
- 3. Installing an appropriate corner marker and cap as determined by the County Representative.
- 4. Filing a Land Corner Recordation Certificate as required by Act 74 of the 1970 Michigan Public Acts, as amended, being Sections 54.201 to 54.219(d) of the Michigan Complied Laws.
- 5. Provide Plan maps for each section on reproducible Mylar, 18" x 24" in size including all traverse points and corners.

Additional services required, when so assigned by the County Representative, including reviewing the work of others or in part performing the Basic Services described above for miscellaneous corners not identified above.

EXHIBIT B TO PROFESSIONAL SERVICES AGREEMENT

MONUMENTATION AND REMONUMENTATION HOUGHTON COUNTY 2024 Grant

PAYMENT/FEE SCHEDULE

TOTAL					\$ 11,415.00
6 LCRC's 2 Maps			30.00	30.00	180.00 60.00
Recording Fees:					
Filing Recordation Certificate					
Installing corner monument					
Traverse/Cap (6)	1,350.00				8,100.00
Traverse lines (3)		575.00			1,725.00
For research (6)	225.00				1,350.00
BASIC SERVICE	PER CORNER	PER LINE	LCRC'S	MAPS	TOTAL

EXHIBIT C TO PROFESSIONAL SERVICES AGREEMENT SURVEY AND REMONUMENTATION HOUGHTON COUNTY 2024 Grant

NAME STEVEN C. HEIN DBA HEIN SURVEYING
ADDRESS 57486 MINE STREET
(ALUMET, M1 49913
WORKERS COMP. INSURANCE CARRIER QLI I WSURANCE CO
POLICY NUMBER <u> </u>
GENERAL LIABILITY INSURANCE CARRIER RLI Insurance Co
POLICY NUMBER PSB 000 2227
COUNTY ENDORSEMENT(ADDITIONAL INSURED)

PROOF OF INSURANCE IS REQUIRED

NOTICE TO PROCEED

TO: Hein Surveying 57486 Mine Street Calumet, MI 49913 DATE: April 1, 2024

You are hereby notified to commence work in accordance with the Agreement dated

April 1, 2024, on or before April 2, 2024, and you are to complete the WORK within

275 consecutive days thereafter. The date of completion of all WORK is therefore December 31, 2024.

Houghton County, Owner

Houghton County Representative

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROC	EED is hereby acknowledged by <u> </u>
this 3 RD day of <u>MAY</u>	, 2024.
	By: STEUEN C. HEINI Printed Name By: Legal Signature
	Title: OWNER.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/03/2024

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.

	SUBROGATION IS WAIVED, subject to is certificate does not confer rights to						may require	an endorsement. A state	ement o	on
PRODUCER							Sugg			
	urance Risk Managers, Inc.				CONTACT Maribeth Sugg NAME: PHONE (A/C, No, Ext): (303) 454-9562 FAX (A/C, No): (303) 454-9564					
	51 East Bethany Drive				(A/C, No, Ext): (600) 404 6002 (A/C, No): (600) 404 600 E-MAIL ADDRESS: maribeth.sugg@arm-i.com					
	e 300				AUDRES				1	
Aur				CO 80014-2688	INSURE	O1 1 1		RDING COVERAGE		NAIC# 13056
NSU					INSURE	Hannin	Insurance Cor	mpany		22292
	Hein Surveying				INSURE					
	57486 Mine Street				INSURE					
					INSURE	••		* · · · · · · · · · · · · · · · · · · ·		
	Calumet			MI 49913	INSURE					
CO1	/ERAGES CER	TIFIC	ATE	NUMBER: 23-24 GL WC				REVISION NUMBER:		
IN	IIS IS TO CERTIFY THAT THE POLICIES OF I DICATED. NOTWITHSTANDING ANY REQUI ERTIFICATE MAY BE ISSUED OR MAY PERTI (CLUSIONS AND CONDITIONS OF SUCH PO	REME	NT, TE	ERM OR CONDITION OF ANY SURANCE AFFORDED BY THE	CONTRA E POLICII	CT OR OTHER ES DESCRIBEI	R DOCUMENT \ D HEREIN IS S	WITH RESPECT TO WHICH TH		
NSR LTR	TYPE OF INSURANCE	ADDL	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	3	
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE		3,000
	CLAIMS-MADE OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	s 1,00	0,000
								MED EXP (Any one person)	s 10,0	00
Α				PSB0002222	1	05/17/2023	05/17/2024	PERSONAL & ADV INJURY	\$ 1,000	0,000
	GEN'L AGGREGATE LIMIT APPLIES PER:								s 2,000,000	
	POLICY X PRO-								\$ 2,000	0,000
	OTHER:								\$	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	
	ANY AUTO								\$	
	OWNED SCHEDULED AUTOS ONLY AUTOS							BODILY INJURY (Per accident)	\$	
	HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
	AOTOG GIVET							· · · · · · · · · · · · · · · · · · ·	\$	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	s	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
	DED RETENTION \$								\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				T			➤ PER STATUTE OTH-ER		
Α	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A		PSW0005550	07/05/2023	07/05/2024	E.L. EACH ACCIDENT	\$ 500,000		
-	(Mandatory in NH)	'''^\		1 511000000		~1100/LULU	0110012024	E.L. DISEASE - EA EMPLOYEE	\$ 500,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below								\$ 500,0	000
В	Professional Liability Claims Made Policy			LH49547621 10		05/17/2022	05/17/2024	Each Claim	500,0	100
							Aggregate	1,000	0,000	
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHICLI	ES (AC	ORD 1	01, Additional Remarks Schedule,	may be at	tached if more sp	ace is required)			
CEI	RTIFICATE HOLDER				CANC	ELLATION				
	Houghton County 401 E Houghton Ave				ACC	EXPIRATION E	ATE THEREOI	SCRIBED POLICIES BE CAN F, NOTICE WILL BE DELIVERI Y PROVISIONS.		BEFORE
	Houghton			MI 49931			O.J	in Jeon		

PROFESSIONAL SERVICES AGREEMENT 2024 Grant

Survey and Remonumentation

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Section 1 - Scope of Work

1.1 Basic Services

- 1.1.1 The SURVEYOR will provide all services and equipment necessary to monument / remonument the corners as described in Exhibit A attached to and made part of this AGREEMENT.
- 1.1.2 All work will be performed pursuant to the State Survey and Remonumentation Act, Act 345 of the 1990 Michigan Public Acts and Administrative Rules promulgated there under and the Houghton County Monumentation and Remonumentation Plan approved by the State Remonumentation Plan Commission on August 26, 1992.
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- 1.1.5 Upon acceptance by the COUNTY the SURVEYOR will record corners using appropriate forms and pay the applicable fees.

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- 2.4 The COUNTY will provide, at its expense, caps and monument boxes which will be used in the research and monumentation of corners ser pursuant to this AGREEMENT.

Section 3 - Payment

3.1 The COUNTY will pay the SURVEYOR within 30 days of invoice for services rendered based on the fee schedule contained in EXHIBIT B, made part of this AGREEMENT.

Section 4 - Term of Agreement/Amendments

- 4.1 This AGREEMENT shall remain in full force and effect until December 31, 2024.
- 4.2 The work described in EXHIBIT A shall be completed by December 31, 2024.
- 4.3 By December 1, 2022, and December 1, 2023, Amendments expanding the Scope of Work shall be prepared by the COUNTY describing the next calendar-year work program contained in the Houghton County Monumentation and Remonumentation Plan. These amendments shall be incorporated into this AGREEMENT by mutual consent of the COUNTY and SURVEYOR.
- 4.4 By December 31, 2022, and December 31, 2023, Amendments adjusting the fees contained in EXHIBIT B shall be prepared by the SURVEYOR and incorporated into this AGREEMENT by mutual consent of the parties.
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- 5.3 No member of the Legislature of the State of Michigan or any individual employed by the State shall be permitted to share in this AGREEMENT of any benefit that arises there from.
- 5.4 The SURVEYOR shall report to the State Contracting Officer within five days after the end of each month that this Agreement is in effect the name(s), social security number(s), and amount of payment made to any former State of Michigan employee who:
- A. Retired from the State between June 2, 1984, and September 30, 1984 under the provisions of Acts 2 and 3 of the Public Acts of 1984; and
- B. Are less than 62 years of age; and
- C. Performed services purchased by the State under the provisions of this AGREEMENT during the month.

No report is required for any month during which the SURVEYOR has no employee as described above assigned to work performed under the provisions of this AGREEMENT.

- 5.5 To the extent that liabilities, obligations, damages, claims, costs, charges, and expenses are caused by any negligent act, error, or omission of the Monumentation Surveyor (or anyone directly or indirectly employed by it) arising from the services rendered by the Monumentation Surveyor, the Monumentation Surveyor agrees to hold harmless and indemnify the COUNTY and the State of Michigan (and its agents and employees) from and against said liabilities, obligations, damages, claims, costs, charges, and expenses imposed upon the SURVEYOR.
- 5.6 SURVEYOR shall at all times be an independent contractor and shall not be agent, employee, or representative of the COUNTY.

 SURVEYOR shall be solely responsible for the selection, supervision, and payment (including the provision of all fringe benefits and withholding of all taxes) of all employees and subcontractors of SURVEYOR necessary to accomplish the work. No such employee of the SURVEYOR shall be an agent of COUNTY.

Section 6 - Insurance

- 6.1 The SURVEYOR and all of its subcontractors shall provide and maintain during the term of this AGREEMENT public liability, property damage, and worker's compensation insurance insuring the interests of the COUNTY and State of Michigan against any and all claims which may rise out of the SURVEYOR'S or subcontractor operations under the terms of this AGREEMENT.
- 6.2 Specific insurance provisions are contained in EXHIBIT C attached to and made part of this AGREEMENT.

Section 7 - Assignment

The SURVEYOR may not assign this AGREEMENT without the consent of the COUNTY.

Section 8 - Ownership of Documents

All documents, reports and certificates prepared by the SURVEYOR with respect to work performed under this AGREEMENT shall be made available to the COUNTY prior to payment for any portion of the work. Upon final payment for any portion of the work copies of all such records shall be delivered to the COUNTY.

COUNTY and SURVEYOR, and respective partners, successors, executors, assigns and legal representatives of each are bound by this AGREEMENT to the other party of this AGREEMENT and to the partners, successors, administrators, assigns and legal representatives of such other party inn respect of all covenants, agreements and obligations of this AGREEMENT.

Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than COUNTY and SURVEYOR.

This AGREEMENT constitutes the entire AGREEMENT between COUNTY and SURVEYOR and supersedes all prior written or oral understandings between them. This AGREEMENT may only be amended, supplemented, modified or cancelled 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.

FOR THE COUNTY	FOR THE SURVEYOR
	CHA SUNVEYING LL C CHAISTOPHUR H. NIELSEN
COUNTY GRANT ADMINISTRATOR	NAME OF FIRM / INDIVÍDUAL
DATE	AUTHORIZED REPRESENTATIVE
	$\frac{4/1c/24}{DATE}$

EXHIBIT A TO PROFESSIONAL SERVICES AGREEMENT 2024 Grant

Survey and Remonumentation

T52N, R34W:

Research: F-09; G-08, 09; H-09; I-08, 09 (6 Corners).

Traverse Lines: F-09 to E-09; G-08 to G-07; I-08 to I-07 (3 Lines).

Traverse/cap: F-09; G-08, 09; H-09; I-08, 09 (6 Corners).

Basic services include:

- 1. Performing research, field investigation, uncover or locate corner evidence, witnesses (find or establish), assembling all information and providing the County Representative copies for Peer Review Group. Attendance at Peer Review Group meeting(s).
- 2. Placing State Plane coordinates on each corner. GPS stations will be set approximately two miles apart within one chain of the section line.
- 2A. Traversing Lines.
- 3. Installing an appropriate corner marker and cap as determined by the County Representative.
- 4. Filing a Land Corner Recordation Certificate as required by Act 74 of the 1970 Michigan Public Acts, as amended, being Sections 54.201 to 54.219(d) of the Michigan Complied Laws.
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Additional services required, when so assigned by the County Representative, including reviewing the work of others or in part performing the Basic Services described above for miscellaneous corners not identified above.

EXHIBIT B TO PROFESSIONAL SERVICES AGREEMENT

MONUMENTATION AND REMONUMENTATION HOUGHTON COUNTY 2024 Grant

PAYMENT/FEE SCHEDULE

TOTAL					\$ 11,415.00
6 LCRC's 2 Maps			30.00	30.00	180.00 60.00
Recording Fees:					
Filing Recordation Certificate					
Installing corner monument					
Traverse/Cap (6)	1,350.00				8,100.00
Traverse lines (3)		575.00			1,725.00
For research (6)	225.00				1,350.00
BASIC SERVICE	PER CORNER	PER LINE	LCRC'S	MAPS	TOTAL

EXHIBIT C TO PROFESSIONAL SERVICES AGREEMENT SURVEY AND REMONUMENTATION HOUGHTON COUNTY 2024 Grant

NAME CHN SURVEYING LLC
ADDRESS 19582 Mckinley ST
HANCOCK, MI 49970
WORKERS COMP. INSURANCE CARRIER KLI INSURANCE CO.
POLICY NUMBER PSW 0003875
GENERAL LIABILITY INSURANCE CARRIER RUI INSURANCE CO.
POLICY NUMBER PSB 0006929
COUNTY ENDORSEMENT COUNTY OF HOUGH TON (ADDITIONAL INSURED)
C/104 h Now 4/26/24
SIGNATURE

PROOF OF INSURANCE IS REQUIRED

NOTICE TO PROCEED

TO:	CHN Surveying
	19582 McKinley Street
	Hancock, MI 49930

DATE: April 1, 2024

You are hereby notified to commence work in accordance with the Agreement dated

April 1, 2024, on or before April 2, 2024, and you are to complete the WORK within

275 consecutive days thereafter. The date of completion of all WORK is therefore December 31, 2024.

Houghton County, Owner

By: Houghton County Representative

ACCEPTANCE OF NOTICE

Recei	pt of the	e above NO	OTICE TO P	PROCEED is hereby	acknowledged by _	Clar	Company Name
this _	26	_ day of	APRIL	, 2024.			
				Ву:	CHAISTOOHER P	U.	
				Ву:		- 0	ignature
				Title:	OWNER		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/05/2024

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 PEPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PORTANT: 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).

tl	nis certificate does not confer rights to	the c	ertifi	cate holder in lieu of such						
PRO	DUCER				CONTA NAME:	CT Cyndi Arn	nstrong			
Moore Insurance Services, Inc.				PHONE (A/C, No, Ext): (517) 439-9345 FAX (A/C, No, Ext): (517) 439-5536						
67 N. Howell				E-MAIL ADDRESS: carmstrong@mooreinsuranceservices.com						
P.O. Box 207							NAIO II			
Hills	sdale			MI 49242		P1 L I	rance Compan			NAIC# 13056
INSL	RED				INSURE		rance compan			10030
	CHN Surveying, LLC				INSURE					
	19582 McKinley St.				INSURE					
	15002 Widikilay Oc				INSURE	RD:				
	Hamasalı			141 40000	INSURE	RE:				
	Hancock			MI 49930	INSURE	RF;			[
				NUMBER: CL243504415				REVISION NUMBER:		
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INSR LTR	TYPE OF INSURANCE	ADDL		POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT		
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	s 2,00	0,000
	CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)		0,000
									s 10,0	·
Α		Y	Υ	PSB0006929		03/20/2024	03/20/2025	MED EXP (Any one person)	s 2,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY	s 4,000	
	POLICY PRO: Loc							GENERAL AGGREGATE	4.00	
	OTHER:							PRODUCTS - COMP/OP AGG	\$ 4,000	7,000
	AUTOMOBILE LIABILITY	ļ						COMBINED SINGLE LIMIT	\$ 2,000	3 000
	ANY AUTO							(Ea accident) BODILY INJURY (Per person)	\$,,000
Α	OWNED SCHEDULED			PSB0006929		03/20/2024	03/20/2025	BODILY INJURY (Per accident)	\$	
	AUTOS ONLY HIRED NON-OWNED			1 050000020		00/20/2024	00/20/2020	PROPERTY DAMAGE	s	***************************************
	AUTOS ONLY AUTOS ONLY							(Per accident)	5	
	UMBRELLA LIAB OCCUP									
	EVOESE LIAB - OCCUR							EACH OCCURRENCE	\$	
		•						AGGREGATE	\$	
	DED RETENTION \$ WORKERS COMPENSATION	-						➤ PER OTH-	\$	
	AND EMPLOYERS' LIABILITY Y/N					į	:		s 500,0	200
Α	ANY PROPRIETOR/PARTNER/EXECUTIVE N OFFICER/MEMBER EXCLUDED?	N/A		PSW0003875		03/20/2024	03/20/2025	E.L. EACH ACCIDENT	F00.	
	(Mandatory in NH) If yes, describe under							E.L. DISEASE - EA EMPLOYEE	s 500,0	
	DÉSCRIPTION OF OPERATIONS below						***************************************	E.L. DISEASE - POLICY LIMIT	\$ 500,)OO
Α	Professional Liability w/ Pollution Incident			RDP0049958		03/20/2024	03/20/2025	Per Claim	\$500	
		l						Aggregate	\$1,0	00,000
DES	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)									
CE	TIEICATE HOLDER				CANO	ELI ATION				
CERTIFICATE HOLDER Houghton County Courthouse Controller's Office, 5th Floor Attn: Elizabeth Bjorn 401 E. Houghton Avenue				SHO THE ACC	EXPIRATION E	PATE THEREOF	SCRIBED POLICIES BE CAN F, NOTICE WILL BE DELIVER Y PROVISIONS.		BEFORE	
	Houghton			MI 49931			ζ	in & More		
	<u> </u>				L			ACORD CORPORATION.	All rigi	its reserved

PROFESSIONAL SERVICES AGREEMENT 2024 Grant

Survey and Remonumentation

This AGREEMENT is made this 1st day of April 1, 2024, by and between the County of Houghton, 401 E. Houghton Avenue, Houghton, MI 49931 and Clearwater Surveying (SURVEYOR) (ADDRESS) 210 Quincy St., Hancock, MI 49930.

Section 1 - Scope of Work

1.1 Basic Services

- 1.1.1 The SURVEYOR will provide all services and equipment necessary to monument / remonument the corners as described in Exhibit A attached to and made part of this AGREEMENT.
- 1.1.2 All work will be performed pursuant to the State Survey and Remonumentation Act, Act 345 of the 1990 Michigan Public Acts and Administrative Rules promulgated there under and the Houghton County Monumentation and Remonumentation Plan approved by the State Remonumentation Plan Commission on August 26, 1992.
- 1.1.3 The SURVEYOR shall obtain from public and private property owners or their agents written permission to enter their premises and perform the work described in this AGREEMENT.
- 1.1.4 The SURVEYOR may provide monthly written progress reports to the County by the 10th day of each month, will supply any corner reports for presentation to the Peer Review Group, and will attend meetings when the corner reports are reviewed.
- 1.1.5 Upon acceptance by the COUNTY the SURVEYOR will record corners using appropriate forms and pay the applicable fees.

1.2 Additional Services

1.2.1 The SURVEYOR may provide additional services upon request by the COUNTY related to the Survey and Remonumentation Act including but not limited to: preparation of State progress reports, grant application (s) and Plan amendments.

Section 2 - County Responsibilities

- 2.1 The COUNTY shall appoint a County Representative who shall be the COUNTY's agent in the performance of this AGREEMENT.
- 2.2 The COUNTY will provide the SURVEYOR access to all records in its possession pertaining to the work covered by this AGREEMENT.
- 2.3 The COUNTY shall promptly notify the SURVEYOR of any amendments to Act 345 or changes to the Administrative Rules promulgated there under which may affect the provision of services.
- 2.4 The COUNTY will provide, at its expense, caps and monument boxes which will be used in the research and monumentation of corners ser pursuant to this AGREEMENT.

Section 3 - Payment

3.1 The COUNTY will pay the SURVEYOR within 30 days of invoice for services rendered based on the fee schedule contained in EXHIBIT B, made part of this AGREEMENT.

Section 4 - Term of Agreement/Amendments

- 4.1 This AGREEMENT shall remain in full force and effect until December 31, 2024.
- 4.2 The work described in EXHIBIT A shall be completed by December 31, 2024.
- 4.3 By December 1, 2022, and December 1, 2023, Amendments expanding the Scope of Work shall be prepared by the COUNTY describing the next calendar-year work program contained in the Houghton County Monumentation and Remonumentation Plan. These amendments shall be incorporated into this AGREEMENT by mutual consent of the COUNTY and SURVEYOR.
- 4.4 By December 31, 2022, and December 31, 2023, Amendments adjusting the fees contained in EXHIBIT B shall be prepared by the SURVEYOR and incorporated into this AGREEMENT by mutual consent of the parties.
- 4.5 Amendments agreed to under subsections 4.3 and 4.4 shall be contingent upon receipt of a Grant offer(s) from the Michigan Department of Commerce, State Survey and Remonumentation Commission for the applicable calendar year.

Section 5 - Assurances/Indemnification

- 5.1 The Surveyor agrees to comply with all pertinent Federal and State regulations and legislation involving civil rights, equal opportunity, and affirmative action including (but not limited to) Title VI of the Civil Rights Act of 1964, and Act No. 453, Michigan Public Acts of 1976.
- 5.2 The SURVEYOR and all of its subcontractors are responsible for ensuring that precautions are exercised at all times for the protection of persons and property. The safety provision of all applicable laws and building and construction codes shall be observed. The SURVEYOR and its subcontractors are responsible for compliance with all Federal and State laws and municipal ordinances and regulations in any manner affecting the work in this AGREEMENT and shall at all times carefully observe and comply with all rules, ordinances and regulations. The SURVEYOR and its subcontractors shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of work covered by this AGREEMENT.
- 5.3 No member of the Legislature of the State of Michigan or any individual employed by the State shall be permitted to share in this AGREEMENT of any benefit that arises there from.
- 5.4 The SURVEYOR shall report to the State Contracting Officer within five days after the end of each month that this Agreement is in effect the name(s), social security number(s), and amount of payment made to any former State of Michigan employee who:
 - A. Retired from the State between June 2, 1984, and September 30, 1984 under the provisions of Acts 2 and 3 of the Public Acts of 1984; and
 - B. Are less than 62 years of age; and
 - C. Performed services purchased by the State under the provisions of this AGREEMENT during the month.

No report is required for any month during which the SURVEYOR has no employee as described above assigned to work performed under the provisions of this AGREEMENT.

- 5.5 To the extent that liabilities, obligations, damages, claims, costs, charges, and expenses are caused by any negligent act, error, or omission of the Monumentation Surveyor (or anyone directly or indirectly employed by it) arising from the services rendered by the Monumentation Surveyor, the Monumentation Surveyor agrees to hold harmless and indemnify the COUNTY and the State of Michigan (and its agents and employees) from and against said liabilities, obligations, damages, claims, costs, charges, and expenses imposed upon the SURVEYOR.
- 5.6 SURVEYOR shall at all times be an independent contractor and shall not be agent, employee, or representative of the COUNTY.

 SURVEYOR shall be solely responsible for the selection, supervision, and payment (including the provision of all fringe benefits and withholding of all taxes) of all employees and subcontractors of SURVEYOR necessary to accomplish the work. No such employee of the SURVEYOR shall be an agent of COUNTY.

Section 6 - Insurance

- 6.1 The SURVEYOR and all of its subcontractors shall provide and maintain during the term of this AGREEMENT public liability, property damage, and worker's compensation insurance insuring the interests of the COUNTY and State of Michigan against any and all claims which may rise out of the SURVEYOR'S or subcontractor operations under the terms of this AGREEMENT.
- 6.2 Specific insurance provisions are contained in EXHIBIT C attached to and made part of this AGREEMENT.

Section 7 - Assignment

The SURVEYOR may not assign this AGREEMENT without the consent of the COUNTY.

Section 8 - Ownership of Documents

All documents, reports and certificates prepared by the SURVEYOR with respect to work performed under this AGREEMENT shall be made available to the COUNTY prior to payment for any portion of the work. Upon final payment for any portion of the work copies of all such records shall be delivered to the COUNTY.

COUNTY and SURVEYOR, and respective partners, successors, executors, assigns and legal representatives of each are bound by this AGREEMENT to the other party of this AGREEMENT and to the partners, successors, administrators, assigns and legal representatives of such other party inn respect of all covenants, agreements and obligations of this AGREEMENT.

Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than COUNTY and SURVEYOR.

This AGREEMENT constitutes the entire AGREEMENT between COUNTY and SURVEYOR and supersedes all prior written or oral understandings between them. This AGREEMENT may only be amended, supplemented, modified or cancelled 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.

FOR THE COUNTY	FOR THE SURVEYOR
COUNTY GRANT ADMINISTRATOR	NAME OF FIRM / INDIVIDUAL
DATE	Hand A. Roman AUTHORIZED REPRESENTATIVE
	4-10-24 DATE

EXHIBIT B TO PROFESSIONAL SERVICES AGREEMENT

MONUMENTATION AND REMONUMENTATION HOUGHTON COUNTY 2024 Grant

PAYMENT/FEE SCHEDULE

TOTAL					\$ 12,445.00
7 LCRC's 2 Maps			30.00	30.00	210.00 60.00
Recording Fees:					
Filing Recordation Certificate		٠			
Installing corner monument					
Traverse/Cap (7)	1,350.00				9,450.00
Traverse lines (2)		575.00			1,150.00
For research (7)	225.00				1,575.00
BASIC SERVICE	PER CORNER	PER LINE	LCRC'S	MAPS	TOTAL

EXHIBIT C TO PROFESSIONAL SERVICES AGREEMENT SURVEY AND REMONUMENTATION HOUGHTON COUNTY 2024 Grant

NAME CLEARWATER SURVEYING						
ADDRESS P.O. BOX 504 SOUTH LANGE, MP 49963						
WORKERS COMP. INSURANCE CARRIER FARM BUREAU						
POLICY NUMBER WCC3283409						
GENERAL LIABILITY INSURANCE CARRIER						
POLICY NUMBER BO-11363692						
COUNTY ENDORSEMENT HOUGHTON COUNTY						
(ADDITIONAL INSURED)						
SIGNATURE H-10-24 DATE						
DAIL						

PROOF OF INSURANCE IS REQUIRED

NOTICE TO PROCEED

TO:	Clearwater Surveying
	210 Quincy St.
	Hancock, MI 49930

DATE: April 1, 2024

You are hereby notified to commence work in accordance with the Agreement dated

April 1, 2024, on or before April 2, 2024, and you are to complete the WORK within

275 consecutive days thereafter. The date of completion of all WORK is therefore December 31, 2024.

Houghton County, Owner

By: Houghton County Representative

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby a	CLOAR WATOR SURVIVING Company Name
this, day of	
Ву:	HAROLD RAPSON Printed Name
Ву: _	Legal Signature

Title: OWNER



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/31/2024

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).

PRO	DDUCER		C 001	uncate florder fit fled of S	CONTA			*****		
Rv	an Okalski Agency				Ryan Okalski PHONE					
1 1	rm Bureau Insurance				(A/C, No, Ext): 900-923-7173 (A/C, No): 900-923-7173					
47431 State Hwy M26				ADDRESS: rokalski@fbinsmi.com						
1	ughton			MI 40024	-			RDING COVERAGE		NAIC#
├	JRED			MI 49931	INSURE	RA: Farm B	ureau Insurai	nce		21547
11431	DRED				INSURER B:				1	
	Observator Company to DIA O				INSURE	RC:				
	Clearwater Surveying PLLC				INSURE	RD:				
	PO Box 504				INSURE	RE:				
	South Range			MI 49963	INSURER F:					
				E NUMBER:				REVISION NUMBER:		
C	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	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
•	COMMERCIAL GENERAL LIABILITY					· · · · · · · · · · · · · · · · · · ·	(IIIII)	EACH OCCURRENCE		0.000
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$		
								MED EXP (Any one person)	s 10,0	00
Α		Υ	N	BO-11363692		09/24/2023	09/24/2024	PERSONAL & ADV INJURY	\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,00	0,000
	POLICY PRO-							PRODUCTS - COMP/OP AGG	RODUCTS - COMP/OP AGG S 2,000,000	
	OTHER:								\$	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	s 500,	000
	ANY AUTO							BODILY INJURY (Per person)		
Α	OWNED AUTOS ONLY SCHEDULED AUTOS HIRED NON-OWNED AUTOS ONLY	N	N	BAP2879971		01/08/2024	01/08/2025	BODILY INJURY (Per accident)	INJURY (Per accident) \$	
							PROPERTY DAMAGE (Per accident)			
								(i ci acciditi)	\$	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	s	
	EXCESS LIAB CLAIMS-MADE				İ				s	
	DED RETENTIONS]							s	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER OTH- STATUTE ER	-		
Α	ANYPROPRIETOR/PARTNER/EXECUTIVE 17 N	N/A N V	WCC2222400		40/44/0000			s 500,	000	
-	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		'3	WCC3283409	12/14/2023	12/14/2023	12/14/2024		s 500,	
	If yes, describe under DESCRIPTION OF OPERATIONS below								s 500,	000
								E.E. DIGENCE 1 OFFICE CHAPT	φ,	
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (A	CORD	101, Additional Remarks Schedul	e, may be	attached if more	space is require	d)		
CEF	RTIFICATE HOLDER				CANC	ELLATION				
					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
	401 E Houghton Ave				AUTHORIZED REPRESENTATIVE					
	Houghton			MI 49931	Ryan Okalski					
										l

PROFESSIONAL SERVICES AGREEMENT 2024 Grant

Survey and Remonumentation

This AGREEMENT is made this 1st day of April 1, 2024, by and between the County of Houghton, 401 E. Houghton Avenue, Houghton, MI 49931 and Hein Surveying (SURVEYOR) (ADDRESS) 57486 Mine St, Calumet, MI 49913.

Section 1 - Scope of Work

1.1 Basic Services

- 1.1.1 The SURVEYOR will provide all services and equipment necessary to monument / remonument the corners as described in Exhibit A attached to and made part of this AGREEMENT.
- 1.1.2 All work will be performed pursuant to the State Survey and Remonumentation Act, Act 345 of the 1990 Michigan Public Acts and Administrative Rules promulgated there under and the Houghton County Monumentation and Remonumentation Plan approved by the State Remonumentation Plan Commission on August 26, 1992.
- 1.1.3 The SURVEYOR shall obtain from public and private property owners or their agents written permission to enter their premises and perform the work described in this AGREEMENT.
- 1.1.4 The SURVEYOR may provide monthly written progress reports to the County by the 10th day of each month, will supply any corner reports for presentation to the Peer Review Group, and will attend meetings when the corner reports are reviewed.
- 1.1.5 Upon acceptance by the COUNTY the SURVEYOR will record corners using appropriate forms and pay the applicable fees.

1.2 Additional Services

1.2.1 The SURVEYOR may provide additional services upon request by the COUNTY related to the Survey and Remonumentation Act including but not limited to: preparation of State progress reports, grant application (s) and Plan amendments.

Section 2 - County Responsibilities

- 2.1 The COUNTY shall appoint a County Representative who shall be the COUNTY's agent in the performance of this AGREEMENT.
- 2.2 The COUNTY will provide the SURVEYOR access to all records in its possession pertaining to the work covered by this AGREEMENT.
- 2.3 The COUNTY shall promptly notify the SURVEYOR of any amendments to Act 345 or changes to the Administrative Rules promulgated there under which may affect the provision of services.
- 2.4 The COUNTY will provide, at its expense, caps and monument boxes which will be used in the research and monumentation of corners ser pursuant to this AGREEMENT.

Section 3 - Payment

3.1 The COUNTY will pay the SURVEYOR within 30 days of invoice for services rendered based on the fee schedule contained in EXHIBIT B, made part of this AGREEMENT.

Section 4 - Term of Agreement/Amendments

- 4.1 This AGREEMENT shall remain in full force and effect until December 31, 2024.
- 4.2 The work described in EXHIBIT A shall be completed by December 31, 2024.
- 4.3 By December 1, 2022, and December 1, 2023, Amendments expanding the Scope of Work shall be prepared by the COUNTY describing the next calendar-year work program contained in the Houghton County Monumentation and Remonumentation Plan. These amendments shall be incorporated into this AGREEMENT by mutual consent of the COUNTY and SURVEYOR.
- 4.4 By December 31, 2022, and December 31, 2023, Amendments adjusting the fees contained in EXHIBIT B shall be prepared by the SURVEYOR and incorporated into this AGREEMENT by mutual consent of the parties.
- 4.5 Amendments agreed to under subsections 4.3 and 4.4 shall be contingent upon receipt of a Grant offer(s) from the Michigan Department of Commerce, State Survey and Remonumentation Commission for the applicable calendar year.

Section 5 - Assurances/Indemnification

- 5.1 The Surveyor agrees to comply with all pertinent Federal and State regulations and legislation involving civil rights, equal opportunity, and affirmative action including (but not limited to) Title VI of the Civil Rights Act of 1964, and Act No. 453, Michigan Public Acts of 1976.
- 5.2 The SURVEYOR and all of its subcontractors are responsible for ensuring that precautions are exercised at all times for the protection of persons and property. The safety provision of all applicable laws and building and construction codes shall be observed. The SURVEYOR and its subcontractors are responsible for compliance with all Federal and State laws and municipal ordinances and regulations in any manner affecting the work in this AGREEMENT and shall at all times carefully observe and comply with all rules, ordinances and regulations. The SURVEYOR and its subcontractors shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of work covered by this AGREEMENT.
- 5.3 No member of the Legislature of the State of Michigan or any individual employed by the State shall be permitted to share in this AGREEMENT of any benefit that arises there from.
- 5.4 The SURVEYOR shall report to the State Contracting Officer within five days after the end of each month that this Agreement is in effect the name(s), social security number(s), and amount of payment made to any former State of Michigan employee who:
- A. Retired from the State between June 2, 1984, and September 30, 1984 under the provisions of Acts 2 and 3 of the Public Acts of 1984; and
- B. Are less than 62 years of age; and
- C. Performed services purchased by the State under the provisions of this AGREEMENT during the month.

No report is required for any month during which the SURVEYOR has no employee as described above assigned to work performed under the provisions of this AGREEMENT.

- 5.5 To the extent that liabilities, obligations, damages, claims, costs, charges, and expenses are caused by any negligent act, error, or omission of the Monumentation Surveyor (or anyone directly or indirectly employed by it) arising from the services rendered by the Monumentation Surveyor, the Monumentation Surveyor agrees to hold harmless and indemnify the COUNTY and the State of Michigan (and its agents and employees) from and against said liabilities, obligations, damages, claims, costs, charges, and expenses imposed upon the SURVEYOR.
- 5.6 SURVEYOR shall at all times be an independent contractor and shall not be agent, employee, or representative of the COUNTY. SURVEYOR shall be solely responsible for the selection, supervision, and payment (including the provision of all fringe benefits and withholding of all taxes) of all employees and subcontractors of SURVEYOR necessary to accomplish the work. No such employee of the SURVEYOR shall be an agent of COUNTY.

Section 6 - Insurance

- 6.1 The SURVEYOR and all of its subcontractors shall provide and maintain during the term of this AGREEMENT public liability, property damage, and worker's compensation insurance insuring the interests of the COUNTY and State of Michigan against any and all claims which may rise out of the SURVEYOR'S or subcontractor operations under the terms of this AGREEMENT.
- 6.2 Specific insurance provisions are contained in EXHIBIT C attached to and made part of this AGREEMENT.

Section 7 - Assignment

The SURVEYOR may not assign this AGREEMENT without the consent of the COUNTY.

Section 8 - Ownership of Documents

All documents, reports and certificates prepared by the SURVEYOR with respect to work performed under this AGREEMENT shall be made available to the COUNTY prior to payment for any portion of the work. Upon final payment for any portion of the work copies of all such records shall be delivered to the COUNTY

COUNTY and SURVEYOR, and respective partners, successors, executors, assigns and legal representatives of each are bound by this AGREEMENT to the other party of 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.

Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than COUNTY and SURVEYOR.

This AGREEMENT constitutes the entire AGREEMENT between COUNTY and SURVEYOR and supersedes all prior written or oral understandings between them. This AGREEMENT may only be amended, supplemented, modified or cancelled 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.

FOR THE COUNTY	FOR THE SURVEYOR		
COUNTY GRANT ADMINISTRATOR	NAME OF FIRM / INDIVIDUAL		
DATE	AUTHORIZED REPRESENTATIVE		
	DATE		

EXHIBIT A TO PROFESSIONAL SERVICES AGREEMENT 2024 Grant

Survey and Remonumentation

T52N, R34W:

Research: E-06, 07; F-07; G-06, 07; H-07 (6 Corners).

Traverse Lines: E-06 to E-05; G-06 to G-05; H-07 to I-07 (3 Lines).

Traverse/cap: E-06, 07; F-07; G-06, 07; H-07 (6 Corners).

Basic services include:

- Performing research, field investigation, uncover or locate corner evidence, witnesses (find or establish), assembling all information and providing the County Representative copies for Peer Review Group. Attendance at Peer Review Group meeting(s).
- 2. Placing State Plane coordinates on each corner. GPS stations will be set approximately two miles apart within one chain of the section line.
- 2A. Traversing Lines.
- 3. Installing an appropriate corner marker and cap as determined by the County Representative.
- 4. Filing a Land Corner Recordation Certificate as required by Act 74 of the 1970 Michigan Public Acts, as amended, being Sections 54.201 to 54.219(d) of the Michigan Complied Laws.
- 5. Provide Plan maps for each section on reproducible Mylar, 18" x 24" in size including all traverse points and corners.

Additional services required, when so assigned by the County Representative, including reviewing the work of others or in part performing the Basic Services described above for miscellaneous corners not identified above.

EXHIBIT B TO PROFESSIONAL SERVICES AGREEMENT

MONUMENTATION AND REMONUMENTATION HOUGHTON COUNTY 2024 Grant

PAYMENT/FEE SCHEDULE

BASIC SERVICE	PER CORNER	PER LINE	LCRC'S	MAPS	TOTAL
For research (6)	225.00				1,350.00
Traverse lines (3)		575.00			1,725.00
Traverse/Cap (6)	1,350.00				8,100.00
Installing corner monument					
Filing Recordation Certificate					
Recording Fees:					
6 LCRC's 2 Maps			30.00	30.00	180.00 60.00
TOTAL					\$ 11,415.00

EXHIBIT C TO PROFESSIONAL SERVICES AGREEMENT SURVEY AND REMONUMENTATION HOUGHTON COUNTY 2024 Grant

NAME	
ADDRESS	
	- Control of the Cont
WORKERS COMP. INSURANCE CARRIER	Lip day.
POLICY NUMBER	
GENERAL LIABILITY INSURANCE CARRIER	1 600
POLICY NUMBER	
COUNTY ENDORSEMENT	
(ADDITIONAL INSURED)	
SIGNATURE	DARR
SIGNATURE	DATE

PROOF OF INSURANCE IS REQUIRED

NOTICE TO PROCEED

57486 Mine Street Calumet, MI 49913	DATE: April 1, 2024
You are hereby notified to commence work in	accordance with the Agreement dated
April 1, 2024, on or before April 2, 2024, and	d you are to complete the WORK within
275 consecutive days thereafter. The date of o	completion of all WORK is therefore December 31, 2024.
	Houghton County, Owner
	By:Houghton County Representative
	Houghton County Representative
ACCEPT	TANCE OF NOTICE
Receipt of the above NOTICE TO PROCEED	is hereby acknowledged byCompany Name
atria de la constanta de la co	• •
this day of	, 2024.
	By:Printed Name
	Printed Name
	By:Legal Signature
	Title:

EXHIBIT A TO PROFESSIONAL SERVICES AGREEMENT 2024 Grant

Survey and Remonumentation

T52N, R34W:

Research: I-06, 07; K07; L-07; MC 15, 22, 23 (7 Corners).

Traverse Lines: I-06 to I-05; L-07 to M-07 (2 Lines).

Traverse/cap: I-06, 07; K07; L-07; MC 15, 22, 23 (7 Corners).

Basic services include:

- 1. Performing research, field investigation, uncover or locate corner evidence, witnesses (find or establish), assembling all information and providing the County Representative copies for Peer Review Group. Attendance at Peer Review Group meeting(s).
- 2. Placing State Plane coordinates on each corner. GPS stations will be set approximately two miles apart within one chain of the section line.
- 2A. Traversing Lines.
- 3. Installing an appropriate corner marker and cap as determined by the County Representative.
- 4. Filing a Land Corner Recordation Certificate as required by Act 74 of the 1970 Michigan Public Acts, as amended, being Sections 54.201 to 54.219(d) of the Michigan Complied Laws.
- 5. Provide Plan maps for each section on reproducible Mylar, 18" x 24" in size including all traverse points and corners.

Additional services required, when so assigned by the County Representative, including reviewing the work of others or in part performing the Basic Services described above for miscellaneous corners not identified above.

PROFESSIONAL SERVICES AGREEMENT 2024 Grant Survey and Remonumentation

This AGREEMENT is made this 1st day of April 1, 2024, by and between the County of Houghton, 401 E. Houghton Avenue, Houghton, MI 49931 and Traverse Engineering Services, P.C. (SURVEYOR) (ADDRESS) 701 Hancock St, Unit 2, Hancock, MI 49930.

Section 1 - Scope of Work

1.1 Basic Services

- 1.1.1 The SURVEYOR will provide all services and equipment necessary to monument / remonument the corners as described in Exhibit A attached to and made part of this AGREEMENT.
- 1.1.2 All work will be performed pursuant to the State Survey and Remonumentation Act, Act 345 of the 1990 Michigan Public Acts and Administrative Rules promulgated there under and the Houghton County Monumentation and Remonumentation Plan approved by the State Remonumentation Plan Commission on August 26, 1992.
- 1.1.3 The SURVEYOR shall obtain from public and private property owners or their agents written permission to enter their premises and perform the work described in this AGREEMENT.
- 1.1.4 The SURVEYOR will provide monthly written progress reports to the County by the 10th day of each month, supply any corner reports for presentation to the Peer Review Group, and attend meetings when the corner reports are reviewed.
- 1.1.5 Upon acceptance by the COUNTY the SURVEYOR will record corners using appropriate forms and pay the applicable fees.

1.2 Additional Services

1.2.1 The SURVEYOR may provide additional services upon request by the COUNTY related to the Survey and Remonumentation Act including but not limited to: preparation of State progress reports, grant application (s) and Plan amendments.

Section 2 - County Responsibilities

- 2.1 The COUNTY shall appoint a County Representative who shall be the COUNTY's agent in the performance of this AGREEMENT.
- 2.2 The COUNTY will provide the SURVEYOR access to all records in its possession pertaining to the work covered by this AGREEMENT.
- 2.3 The COUNTY shall promptly notify the SURVEYOR of any amendments to Act 345 or changes to the Administrative Rules promulgated there under which may affect the provision of services.
- 2.4 The COUNTY will provide, at its expense, caps and monument boxes which will be used in the research and monumentation of corners ser pursuant to this AGREEMENT.

Section 3 - Payment

3.1 The COUNTY will pay the SURVEYOR within 30 days of invoice for services rendered based on the fee schedule contained in EXHIBIT B, made part of this AGREEMENT.

Section 4 - Term of Agreement/Amendments

- 4.1 This AGREEMENT shall remain in full force and effect until December 31, 2024.
- 4.2 The work described in EXHIBIT A shall be completed by December 31, 2024.
- 4.3 By December 1, 2022, and December 1, 2023, Amendments expanding the Scope of Work shall be prepared by the COUNTY describing the next calendar-year work program contained in the Houghton County Monumentation and Remonumentation Plan. These amendments shall be incorporated into this AGREEMENT by mutual consent of the COUNTY and SURVEYOR.
- 4.4 By December 31, 2022, and December 31, 2023, Amendments adjusting the fees contained in EXHIBIT B shall be prepared by the SURVEYOR and incorporated into this AGREEMENT by mutual consent of the parties.
- 4.5 Amendments agreed to under subsections 4.3 and 4.4 shall be contingent upon receipt of a Grant offer(s) from the Michigan Department of Commerce, State Survey and Remonumentation Commission for the applicable calendar year.

Section 5 - Assurances/Indemnification

- 5.1 The Surveyor agrees to comply with all pertinent Federal and State regulations and legislation involving civil rights, equal opportunity, and affirmative action including (but not limited to) Title VI of the Civil Rights Act of 1964, and Act No. 453, Michigan Public Acts of 1976.
- 5.2 The SURVEYOR and all of its subcontractors are responsible for ensuring that precautions are exercised at all times for the protection of persons and property. The safety provision of all applicable laws and building and construction codes shall be observed. The SURVEYOR and its subcontractors are responsible for compliance with all Federal and State laws and municipal ordinances and regulations in any manner affecting the work in this AGREEMENT and shall at all times carefully observe and comply with all rules, ordinances and regulations. The SURVEYOR and its subcontractors shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of work covered by this AGREEMENT.
- 5.3 No member of the Legislature of the State of Michigan or any individual employed by the State shall be permitted to share in this AGREEMENT of any benefit that arises there from.
- 5.4 The SURVEYOR shall report to the State Contracting Officer within five days after the end of each month that this Agreement is in effect the name(s), social security number(s), and amount of payment made to any former State of Michigan employee who:
- A. Retired from the State between June 2, 1984, and September 30, 1984 under the provisions of Acts 2 and 3 of the Public Acts of 1984; and
- B. Are less than 62 years of age; and
- C. Performed services purchased by the State under the provisions of this AGREEMENT during the month.

No report is required for any month during which the SURVEYOR has no employee as described above assigned to work performed under the provisions of this AGREEMENT.

- 5.5 To the extent that liabilities, obligations, damages, claims, costs, charges, and expenses are caused by any negligent act, error, or omission of the Monumentation Surveyor (or anyone directly or indirectly employed by it) arising from the services rendered by the Monumentation Surveyor, the Monumentation Surveyor agrees to hold harmless and indemnify the COUNTY and the State of Michigan (and its agents and employees) from and against said liabilities, obligations, damages, claims, costs, charges, and expenses imposed upon the SURVEYOR.
- 5.6 SURVEYOR shall at all times be an independent contractor and shall not be agent, employee, or representative of the COUNTY.

 SURVEYOR shall be solely responsible for the selection, supervision, and payment (including the provision of all fringe benefits and withholding of all taxes) of all employees and subcontractors of SURVEYOR necessary to accomplish the work. No such employee of the SURVEYOR shall be an agent of COUNTY.

Section 6 - Insurance

- 6.1 The SURVEYOR and all of its subcontractors shall provide and maintain during the term of this AGREEMENT public liability, property damage, and worker's compensation insurance insuring the interests of the COUNTY and State of Michigan against any and all claims which may rise out of the SURVEYOR'S or subcontractor operations under the terms of this AGREEMENT.
- 6.2 Specific insurance provisions are contained in EXHIBIT C attached to and made part of this AGREEMENT.

Section 7 - Assignment

The SURVEYOR may not assign this AGREEMENT without the consent of the COUNTY.

Section 8 - Ownership of Documents

All documents, reports and certificates prepared by the SURVEYOR with respect to work performed under this AGREEMENT shall be made available to the COUNTY prior to payment for any portion of the work. Upon final payment for any portion of the work copies of all such records shall be delivered to the COUNTY

COUNTY and SURVEYOR, and respective partners, successors, executors, assigns and legal representatives of each are bound by this AGREEMENT to the other party of this AGREEMENT and to the partners, successors, administrators, assigns and legal representatives of such other party inn respect of all covenants, agreements and obligations of this AGREEMENT.

Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than COUNTY and SURVEYOR.

This AGREEMENT constitutes the entire AGREEMENT between COUNTY and SURVEYOR and supersedes all prior written or oral understandings between them. This AGREEMENT may only be amended, supplemented, modified or cancelled 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.

FOR THE COUNTY	FOR THE SURVEYOR
COUNTY GRANT ADMINISTRATOR	TRAVERSE ENGINEERING SERVICES NAME OF FIRM / INDIVIDUAL
DATE	JOHN PAUL PIETICA AUTHORIZED REPRESENTATIVE
	4/25/24 DATE

EXHIBIT A TO PROFESSIONAL SERVICES AGREEMENT 2024 Grant

Survey and Remonumentation

T52N, R34W:

Research: A-08, 09; B-09; C-08, 09; D-09; E-08, 09 (8 Corners).

Traverse Lines: A-08 to A-07; C-08 to C-07; E-08 to E-07 (3 Lines).

Traverse/cap: A-08, 09; B-09; C-08, 09; D-09; E-08, 09 (8 Corners).

Basic services include:

- 1. Performing research, field investigation, uncover or locate corner evidence, witnesses (find or establish), assembling all information and providing the County Representative copies for Peer Review Group. Attendance at Peer Review Group meeting(s).
- 2. Placing State Plane coordinates on each corner. GPS stations will be set approximately two miles apart within one chain of the section line.
- 2A. Traversing Lines.
- 3. Installing an appropriate corner marker and cap as determined by the County Representative.
- 4. Filing a Land Corner Recordation Certificate as required by Act 74 of the 1970 Michigan Public Acts, as amended, being Sections 54.201 to 54.219(d) of the Michigan Complied Laws.
- 5. Provide Plan maps for each section on reproducible Mylar, 18" x 24" in size including all traverse points and corners.

Additional services required, when so assigned by the County Representative, including reviewing the work of others or in part performing the Basic Services described above for miscellaneous corners not identified above.

EXHIBIT B TO PROFESSIONAL SERVICES AGREEMENT

MONUMENTATION AND REMONUMENTATION HOUGHTON COUNTY 2024 Grant

PAYMENT/FEE SCHEDULE

BASIC SERVICE	PER CORNER	PER LINE	LCRC'S	MAPS	TOTAL
For research (8)	225.00				1,800.00
Traverse lines (3)		575.00			1,725.00
Traverse/Cap (8)	1,350.00				10,800.00
Installing corner monument					
Filing Recordation Certificate					
Recording Fees:					
8 LCRC's 2 Maps			30.00	30.00	240.00 60.00
TOTAL					\$ 14,625.00

EXHIBIT C TO PROFESSIONAL SERVICES AGREEMENT SURVEY AND REMONUMENTATION HOUGHTON COUNTY 2024 Grant

NAME	TRAVERSE	ENGINE	ering	SERVICES_		
ADDRESS	701 HANC	ock 5	TREE7	AMP 1	sarw-	10071
	HANCOCK	MI	49930			
WORKERS COMP	· · · · · · · · · · · · · · · · · · ·				INS	<u></u>
POLICY NUMBER	Z		A 1066	30339		
GENERAL LIABII	LITY INSURANC	E CARRIER	HOME	OWNERS	INS	CO
POLICY NUMBER	₹		4642	253500		
COUNTY ENDOR		a politico de la constanta de	COPY	ATTACHE	<i>D</i>	
(ADDITIONAL IN	SUKED)					
)				
- flow	Late			4/25/	24	
SIGNATURE			D.	ATE '		

PROOF OF INSURANCE IS REQUIRED

NOTICE TO PROCEED

TO: Traverse Engineering Services, P.C. 701 Hancock St., Unit 2 Hancock, MI 49930

DATE: April 1, 2024

You are hereby notified to commence work in accordance with the Agreement dated

April 1, 2024, on or before April 2, 2024, and you are to complete the WORK within

275 consecutive days thereafter. The date of completion of all WORK is therefore December 31, 2024.

Houghton County, Owner

Houghton County Representative

ACCEPTANCE OF NOTICE

Receipt of the	he above NC	OTICE TO PROC	EED is hereby a	cknowledged by	TRAVERSE	ENGINEERING	SERVICES
					(Company Name	
this <u>25</u>	day of	APRIL	, 2024.				

BY: JOHN PAUL PLETILA

Printed Name

Legal Signature

Title: PRESIDENT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/23/2024

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 as he and asset

lf ti	SUE nis ce	ROGATION IS WAIVED, subject ertificate does not confer rights t	to the	he te	rms and conditions of th	ne polic	v. certain p	olicies may	require an endorsemen	t. As	tatement on
	DUCE					CONTAC NAME:		· <u>·</u>			
Te	rvo A	gency				PHONE (A/C, No	906-4	82-0080	FAX (A/C, No):	906-4	182-9634
23	0 Qui	ncy St				E-MAIL ADDRES	1:@4-	rvoagency.co		000-	102-3004
						ADDRES			RDING COVERAGE		NAIC#
Ha	ncoc	<			MI 49930	INSURE	1.1	Owners Ins C			26638
INSU	IRED	Traverse Engineering Serv	ices	PC		INSURE				4*	
		701 Hancock St, Ste 2	.000			INSURE					
		Hancock MI 49930-1954				INSURE					
						INSURE					
						INSURE		***************************************			
CO	VER	AGES CER	TIFIC	CATE	NUMBER: 20240423092				REVISION NUMBER:		
C IV	ERTII XCLU	TO CERTIFY THAT THE POLICIES TED. NOTWITHSTANDING ANY RE FICATE MAY BE ISSUED OR MAY I SIONS AND CONDITIONS OF SUCH	EQUIF PERT POLIC	REME AIN, CIES.	NT, TERM OR CONDITION : THE INSURANCE AFFORDS LIMITS SHOWN MAY HAVE	OF ANY ED BY 1 BEEN RI	' CONTRACT THE POLICIE EDUCED BY	THE INSURE OR OTHER I S DESCRIBEI PAID CLAIMS.	ED NAMED ABOVE FOR TO DOCUMENT WITH RESPE	OT TO	MHICH THIS
insr Ltr	<u> </u>	TYPE OF INSURANCE	INSD	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
		COMMERCIAL GENERAL LIABILITY				-			EACH OCCURRENCE	\$ 1,0	00,000
		CLAIMS-MADE OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,	000
						-			MED EXP (Any one person)	s 5,0	00
Α			Υ	N	4642253500		07/19/2023	07/19/2024	PERSONAL & ADV INJURY	\$ 1,0	00,000
	GEN	L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,0	00,000
	X	POLICY PRO- LOC				ļ			PRODUCTS - COMP/OP AGG	\$ 1,0	00,000
		OTHER:								\$	
	AUT	DMOBILELIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	
	L	ANY AUTO							BODILY INJURY (Per person)	\$	
Α		OWNED SCHEDULED AUTOS	N	N	4642253500		07/19/2023	07/19/2024	BODILY INJURY (Per accident)	\$	
	X	HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
		<u> </u>					*************			\$	
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	_	DED RETENTION\$								\$	
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Α	ANYP	ROPRIETOR/PARTNER/EXECUTIVE TO THE	N/A	N	A106630339		05/06/2024	05/06/2025	E.L. EACH ACCIDENT	\$	
.,	(Manc	ER/MEMBEREXCLUDED?		''	7100000000	'	03/00/2024	03/00/2023	E.L. DISEASE - EA EMPLOYEE	\$	
	DESC	describe under RIPTION OF OPERATIONS below					**********		E.L. DISEASE - POLICY LIMIT	\$	
						y					
DESC	RIPTI	ON OF OPERATIONS / LOCATIONS / VEHICL	.ES (A	CORD	101. Additional Remarks Schedule	e. may be	attached if more	snace is require	d)		

Houghton County listed as additional insured.

CERTIFICATE HOLDER	CANCELLATION
Houghton County 401 E Houghton Ave	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Houghton MI 49931	AUTHORIZED REPRESENTATIVE 5. Minhall 5. Minhall 5. Minhall 6.

HOME-OWNERS INSURANCE COMPANY

54619 (8-94)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS ADDITIONAL INSURED ENDORSEMENT

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE BUSINESSOWNERS LIABILITY COVERAGE FORM.

SCHEDULE*

Name of Person or Organization:

HOUGHTON COUNTY ATTN CONTROLLERS OFFICE

Address:

401 E HOUGHTON AV HOUGHTON, MI 49931

Interest:

**

It is agreed:

WHO IS INSURED is amended as follows:

The person or organization shown above is an insured but only with respect to their liability:

- 1. to which this insurance applies; and
- 2. which arises out of the specific interest described above.

The limits of insurance for the additional insured are those specified in the written contract or agreement between the Insured and the person or organization named above, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.

All other terms and conditions of the policy apply.

*If the information is not shown in the Schedule, it will be shown in the Declarations.

PROFESSIONAL SERVICES AGREEMENT 2024 Grant

Survey and Remonumentation

This AGREEMENT is made this 1st day of April 1, 2024, by and between the County of Houghton, 401 E. Houghton Avenue, Houghton, MI 49931 and U. P. Engineers & Architects, Inc. (SURVEYOR) (ADDRESS) 100 Portage St., Houghton, MI 49931.

Section 1 - Scope of Work

1.1 Basic Services

- 1.1.1 The SURVEYOR will provide all services and equipment necessary to monument / remonument the corners as described in Exhibit A attached to and made part of this AGREEMENT.
- 1.1.2 All work will be performed pursuant to the State Survey and Remonumentation Act, Act 345 of the 1990 Michigan Public Acts and Administrative Rules promulgated there under and the Houghton County Monumentation and Remonumentation Plan approved by the State Remonumentation Plan Commission on August 26, 1992.
- 1.1.3 The SURVEYOR shall obtain from public and private property owners or their agents written permission to enter their premises and perform the work described in this AGREEMENT.
- 1.1.4 The SURVEYOR may provide monthly written progress reports to the County by the 10th day of each month, will supply any corner reports for presentation to the Peer Review Group, and will attend meetings when the corner reports are reviewed.
- 1.1.5 Upon acceptance by the COUNTY the SURVEYOR will record corners using appropriate forms and pay the applicable fees.

1.2 Additional Services

1.2.1 The SURVEYOR may provide additional services upon request by the COUNTY related to the Survey and Remonumentation Act including but not limited to: preparation of State progress reports, grant application (s) and Plan amendments.

Section 2 - County Responsibilities

- 2.1 The COUNTY shall appoint a County Representative who shall be the COUNTY's agent in the performance of this AGREEMENT.
- 2.2 The COUNTY will provide the SURVEYOR access to all records in its possession pertaining to the work covered by this AGREEMENT.
- 2.3 The COUNTY shall promptly notify the SURVEYOR of any amendments to Act 345 or changes to the Administrative Rules promulgated there under which may affect the provision of services.
- 2.4 The COUNTY will provide, at its expense, caps and monument boxes which will be used in the research and monumentation of corners ser pursuant to this AGREEMENT.

Section 3 - Payment

3.1 The COUNTY will pay the SURVEYOR within 30 days of invoice for services rendered based on the fee schedule contained in EXHIBIT B, made part of this AGREEMENT.

Section 4 - Term of Agreement/Amendments

- 4.1 This AGREEMENT shall remain in full force and effect until December 31, 2024.
- 4.2 The work described in EXHIBIT A shall be completed by December 31, 2024.
- 4.3 By December 1, 2022, and December 1, 2023, Amendments expanding the Scope of Work shall be prepared by the COUNTY describing the next calendar-year work program contained in the Houghton County Monumentation and Remonumentation Plan. These amendments shall be incorporated into this AGREEMENT by mutual consent of the COUNTY and SURVEYOR.
- 4.4 By December 31, 2022, and December 31, 2023, Amendments adjusting the fees contained in EXHIBIT B shall be prepared by the SURVEYOR and incorporated into this AGREEMENT by mutual consent of the parties.
- 4.5 Amendments agreed to under subsections 4.3 and 4.4 shall be contingent upon receipt of a Grant offer(s) from the Michigan Department of Commerce, State Survey and Remonumentation Commission for the applicable calendar year.

Section 5 - Assurances/Indemnification

- 5.1 The Surveyor agrees to comply with all pertinent Federal and State regulations and legislation involving civil rights, equal opportunity, and affirmative action including (but not limited to) Title VI of the Civil Rights Act of 1964, and Act No. 453, Michigan Public Acts of 1976.
- 5.2 The SURVEYOR and all of its subcontractors are responsible for ensuring that precautions are exercised at all times for the protection of persons and property. The safety provision of all applicable laws and building and construction codes shall be observed. The SURVEYOR and its subcontractors are responsible for compliance with all Federal and State laws and municipal ordinances and regulations in any manner affecting the work in this AGREEMENT and shall at all times carefully observe and comply with all rules, ordinances and regulations. The SURVEYOR and its subcontractors shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of work covered by this AGREEMENT.
- 5.3 No member of the Legislature of the State of Michigan or any individual employed by the State shall be permitted to share in this AGREEMENT of any benefit that arises there from.
- 5.4 The SURVEYOR shall report to the State Contracting Officer within five days after the end of each month that this Agreement is in effect the name(s), social security number(s), and amount of payment made to any former State of Michigan employee who:
- A. Retired from the State between June 2, 1984, and September 30, 1984 under the provisions of Acts 2 and 3 of the Public Acts of 1984; and
- B. Are less than 62 years of age; and
- C. Performed services purchased by the State under the provisions of this AGREEMENT during the month.

No report is required for any month during which the SURVEYOR has no employee as described above assigned to work performed under the provisions of this AGREEMENT.

- 5.5 To the extent that liabilities, obligations, damages, claims, costs, charges, and expenses are caused by any negligent act, error, or omission of the Monumentation Surveyor (or anyone directly or indirectly employed by it) arising from the services rendered by the Monumentation Surveyor, the Monumentation Surveyor agrees to hold harmless and indemnify the COUNTY and the State of Michigan (and its agents and employees) from and against said liabilities, obligations, damages, claims, costs, charges, and expenses imposed upon the SURVEYOR.
- 5.6 SURVEYOR shall at all times be an independent contractor and shall not be agent, employee, or representative of the COUNTY.

 SURVEYOR shall be solely responsible for the selection, supervision, and payment (including the provision of all fringe benefits and withholding of all taxes) of all employees and subcontractors of SURVEYOR necessary to accomplish the work. No such employee of the SURVEYOR shall be an agent of COUNTY.

Section 6 - Insurance

- 6.1 The SURVEYOR and all of its subcontractors shall provide and maintain during the term of this AGREEMENT public liability, property damage, and worker's compensation insurance insuring the interests of the COUNTY and State of Michigan against any and all claims which may rise out of the SURVEYOR'S or subcontractor operations under the terms of this AGREEMENT.
- 6.2 Specific insurance provisions are contained in EXHIBIT C attached to and made part of this AGREEMENT.

Section 7 - Assignment

The SURVEYOR may not assign this AGREEMENT without the consent of the COUNTY.

Section 8 - Ownership of Documents

All documents, reports and certificates prepared by the SURVEYOR with respect to work performed under this AGREEMENT shall be made available to the COUNTY prior to payment for any portion of the work. Upon final payment for any portion of the work copies of all such records shall be delivered to the COUNTY

COUNTY and SURVEYOR, and respective partners, successors, executors, assigns and legal representatives of each are bound by this AGREEMENT to the other party of this AGREEMENT and to the partners, successors, administrators, assigns and legal representatives of such other party inn respect of all covenants, agreements and obligations of this AGREEMENT.

Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than COUNTY and SURVEYOR.

This AGREEMENT constitutes the entire AGREEMENT between COUNTY and SURVEYOR and supersedes all prior written or oral understandings between them. This AGREEMENT may only be amended, supplemented, modified or cancelled 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.

FOR THE COUNTY	FOR THE SURVEYOR
COUNTY GRANT ADMINISTRATOR	NAME OF FIRM / INDIVIDUAL
DATE	AUTHORIZED REPRESENTATIVE
	DATE

EXHIBIT A TO PROFESSIONAL SERVICES AGREEMENT 2024 Grant

Survey and Remonumentation

T52N, R34W:

Research: A-06, 07; B-07; C-06, 07; D-07 (6 Corners).

Traverse Lines: A-06 to A-05; C-06 to C-05; D-07 to E-07 (3 Lines).

Traverse/cap: A-06, 07; B-07; C-06, 07; D-07 (6 Corners).

Basic services include:

- 1. Performing research, field investigation, uncover or locate corner evidence, witnesses (find or establish), assembling all information and providing the County Representative copies for Peer Review Group. Attendance at Peer Review Group meeting(s).
- 2. Placing State Plane coordinates on each corner. GPS stations will be set approximately two miles apart within one chain of the section line.

2A. Traversing Lines.

- 3. Installing an appropriate corner marker and cap as determined by the County Representative.
- 4. Filing a Land Corner Recordation Certificate as required by Act 74 of the 1970 Michigan Public Acts, as amended, being Sections 54.201 to 54.219(d) of the Michigan Complied Laws.
- 5. Provide Plan maps for each section on reproducible Mylar, 18" x 24" in size including all traverse points and corners.

Additional services required, when so assigned by the County Representative, including reviewing the work of others or in part performing the Basic Services described above for miscellaneous corners not identified above.

EXHIBIT B TO PROFESSIONAL SERVICES AGREEMENT

MONUMENTATION AND REMONUMENTATION HOUGHTON COUNTY 2024 Grant

PAYMENT/FEE SCHEDULE

BASIC SERVICE	PER CORNER	PER LINE	LCRC'S	MAPS	TOTAL
For research (6)	225.00				1,350.00
Traverse lines (3)		575.00			1,725.00
Traverse/Cap (6)	1,350.00				8,100.00
Installing corner monument					
Filing Recordation Certificate					
Recording Fees:					
6 LCRC's 2 Maps			30.00	30.00	180.00 60.00
TOTAL				;	\$ 11,415.00

EXHIBIT C TO PROFESSIONAL SERVICES AGREEMENT SURVEY AND REMONUMENTATION HOUGHTON COUNTY 2024 Grant

NAME	
ADDRESS	
WORKERS COMP. INSURANCE CARRIER	
POLICY NUMBER	
GENERAL LIABILITY INSURANCE CARRIER	
POLICY NUMBER	
COUNTY ENDORSEMENT (ADDITIONAL INSURED)	
SIGNATURE	DATE

PROOF OF INSURANCE IS REQUIRED

NOTICE TO PROCEED

TO: U. P. Engineers & Architects, Inc. 100 Portage St. Houghton, MI 49931

DATE: April 1, 2024

You are hereby notified to commence work in accordance with the Agreement dated

April 1, 2024, on or before April 2, 2024, and you are to complete the WORK within

275 consecutive days thereafter. The date of completion of all WORK is therefore December 31, 2024.

Houghton County, Owner

Houghton County Representative

ACCEPTANCE OF NOTICE

		PROCEED is hereby acknowle	Company Name
this	day of	, 2024.	
		р	
		Ву:	Printed Name
		Ву:	
			Legal Signature
		Title:	

MICHIGAN ASSOCIATION OF EQUALIZATION DIRECTORS 2024 ANNUAL CONFERENCE

July 28-31, 2024



Island Resort and Casino W399 Highway 2 Harris, MI 49845-0351

MAED has reserved a block of rooms for the conference
Hotel Rooms are \$90 per night plus fees
To reserve call 1-877-475-7375
or visit Islandresortandcasino.com

Booking ID: 16730--Michigan Association of Equalization Directors.

Room Reservation deadline is June 10, 2024

To register for the conference, complete the registration form and mail it with your payment to the following:

Please make checks payable to:

Michigan Association of Equalization Directors

Mail completed registration forms and checks to:

Josh Simmons, Director

St. Joseph County Equalization

Po Box 189

Centreville, MI 49032

Registration deadline for the conference is June 10, 2024

STATEMENT



Copper Country Community Mental Health 901 W. Memorial Drive Houghton MI 49931

(906) 482-9400 Ext. 0146

Date:	4/30/2024
Account:	00052

Amount Paid:
The state of the s
1

HOUGHTON COUNTY TREASURER

401 E HOUGHTON AVENUE HOUGHTON MI 49931

Payment Terms: NET 30

Deposits Received:

\$0.00

^Please return this portion with your payment^					
Document No.	Date	Code	Description	Amount	Balance
INV0000003000000160	3/28/2024	SLS	1/12th Appropriation	\$13,707.91	\$13,707.91
PYMNT000000014982	4/15/2024	PMT	Applied: INV00000030000000160	-\$13,707.91	\$0.00
INV00000030000000161	4/28/2024	SLS	1/12th Appropriation	\$13,707.91	\$13,707.91
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	<u> </u>				\$13 707 Q1

Amount Due: \$13,707.91

Current	1-30 Days	31 - 60 Days	61 - 90 Days	Over 90 Days
\$13,707.91	\$0.00	\$0.00	\$0.00	\$0.00

HOUGHTON COUNTY CHECK REQUEST

5/16/2024

NorthCare Network 1230 Wilson Street Marquette, MI 49855

RE: Liquor Tax Payment

FUND/ACCT: AMOUNT 101-600-959.002 \$23,849.50

TOTAL \$23,849.50

SIGNATURE: _____

COMMENTS: 50% January thru March Payment 2024 liquor tax revenue. Vendor#108878

Notice: This is not an official check or EFT notification. It may not be used as a substitute for the original document received.

STATE OF MICHIGAN REMITTANCE ADVICE

Check/EFT No: 4254345727 Check/EFT Date: 4/29/2024

Vendor Code: CV0048006

Vendor Name: COUNTY OF HOUGHTON

Alias/DBA:

Assignee Name:

Assignce Alias/DBA:

Document ID #: EFT 271 240000572429

Check/EFT Amount: 47699.00

Amount includes freight and/or is net of discount

DEPARTMENT NAME	
INVOICE DATE	
VENDOR INV #	
INVOICE AMOUNT	
LINE AMOUNT	
CHECK/EFT D	

R24040800031

47,699 00

DESCRIPTION

Treasury

47,699.00 April 2024 Convention
Facility Development Tax
Payments (Jan-Mar 24 Revenue)
Local Unit Code: 31-0000
Reminder: MCL 211.24e
requires distributions to
substance abuse prevention
and treatment programs within
the county. Questions:
517-335-7484

WESTERN UPPER PENINSULA PLANNING & DEVELOPMENT REGION

April 15, 2024

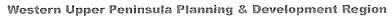
INVOICE - VIA: EMAIL

Bill To			
Contact	Ben Larson		
Company	Houghton County		
Address	401 E. Houghton Ave., Houghton, MI 49931		
Phone	(906) 482-8307		
WUPPDR Contact	MaryEllen Hyttinen		
Payment Terms	Net 30		
		· · · · · · · ·	

Qty.	Description	Unit Price	Line Total
1	WUPPDR Member Contribution, Houghton County (WUPPDR FY 2023-24; 3rd Qtr., April 2024 – June 2024)	\$4,461,25	\$4,461,25

54,461,25

Thank you for your business! Please send payment to:



400 Quincy St 8th Floor, Hancock, MI 49930 Control of the test

p. 906.482.7205 x117 (Embydlinengywargelbear)

