



REQUEST FOR PROPOSAL
#01012017

PUBLIC LAND SURVEY CORNER REMONUMENTATION
For
CROW WING COUNTY

INTRODUCTION

Crow Wing County Land Service, is requesting proposals to contract a Professional Land Surveying Service to remonument public land survey corners located in 2 townships in Crow Wing County.

Bidders are required to submit a written proposal that present the Bidder's qualifications and understanding of the work to be performed. The Bidder's proposal should be prepared simply and economically and should provide all the information it considers pertinent to its qualifications for the specifications listed herein. Emphasis should be placed on completeness of services offered and clarity of content.

The project is slated to begin in June, 2017 with completion due by June, 2018.

The proposal must be submitted no later than **4:00 P.M. on Monday, May 1, 2017**, directly to the following address:

Crow Wing County Land Services
Attn: Paul Herkenhoff, Surveyor Coordinator
322 Laurel Street
Brainerd, MN 56401

Proposals received after 4:00 P.M. on Monday, May 1, 2017 will be rejected and returned unopened.

BACKGROUND

Crow Wing County was established in 1857 and consists of 637,804 acres of land, 102,400 acres of water, and 4,400 section corners. The original Public Land Survey (PLS) of Crow Wing County began in 1857 and continued through 1865. Environmental services is responsible for the perpetuation and maintenance of the monuments or the original public land survey system. Corner cards, section breakdowns, field book, and corner certificates can be located at: <http://gis.co.crow-wing.mn.us/link/Reports/DocViewer/search.aspx>.

Crow Wing County has been working on remonumentation of original corners since the 1990's and will be contracting for this service in an effort to expedite the remonumentation process.

In order to protect this investment, corners must be maintained. Part of this maintenance will include the acquisition of accurate global positioning system (GPS) coordinates in the appropriate Minnesota county coordinate system.

Additional information is also available at the county's interactive web site. A link to the county site can be found at: <http://crowwing.us/index.aspx?nid=235>.

TOWNSHIP LIST

PELICAN (T136N-R28W)

JENKINS (T137N-R29W)

| | | | | | |
|---------|---------|----|-----|----|------------------|
| V-23/24 | PELICAN | 36 | 136 | 28 | MC# 7 |
| Y/Z-21 | PELICAN | 35 | 136 | 28 | MC# 8 |
| W/X-13 | PELICAN | 33 | 136 | 28 | MC# 11 |
| X-9 | PELICAN | 32 | 136 | 28 | QUARTER CORNER |
| V-9 | PELICAN | 32 | 136 | 28 | NORTHEAST CORNER |
| V-10/11 | PELICAN | 33 | 136 | 28 | MC# 17 |
| V-12/13 | PELICAN | 33 | 136 | 28 | MC# 16 |
| V-14/15 | PELICAN | 34 | 136 | 28 | MC# 12 |
| S/T-5 | PELICAN | 30 | 136 | 28 | MC# 42 |
| U/V-5 | PELICAN | 30 | 136 | 28 | MC# 41 |
| R/3 | PELICAN | 30 | 136 | 28 | QUARTER CORNER |
| P-5 | PELICAN | 19 | 136 | 28 | QUARTER CORNER |
| R-11/12 | PELICAN | 28 | 136 | 28 | MC# 15 |
| R11/12 | PELICAN | 28 | 136 | 28 | MC#14 |
| N-5 | PELICAN | 19 | 136 | 28 | NORTHEAST CORNER |
| N-7 | PELICAN | 20 | 136 | 28 | QUARTER CORNER |
| N-11 | PELICAN | 21 | 136 | 28 | QUARTER CORNER |
| J-3 | PELICAN | 18 | 136 | 28 | QUARTER CORNER |
| E-3 | PELICAN | 7 | 136 | 28 | QUARTER CORNER |
| C-5 | PELICAN | 6 | 136 | 28 | QUARTER CORNER |
| C-9 | PELICAN | 5 | 136 | 28 | QUARTER CORNER |
| A/B-9 | PELICAN | 5 | 136 | 28 | MC# 29 |
| A/B-9 | PELICAN | 5 | 136 | 28 | MC# 30 |
| C-13 | PELICAN | 4 | 136 | 28 | QUARTER CORNER |

| | | | | | |
|---------|---------|----|-----|----|------------------|
| C-17 | PELICAN | 3 | 136 | 28 | QUARTER CORNER |
| B/C-17 | PELICAN | 3 | 136 | 28 | MC# 27 |
| C-21 | PELICAN | 2 | 136 | 28 | QUARTER CORNER |
| A-7 | PELICAN | 5 | 136 | 28 | QUARTER CORNER |
| A-9 | PELICAN | 5 | 136 | 28 | NORTHEAST CORNER |
| A-11 | PELICAN | 4 | 136 | 28 | QUARTER CORNER |
| A-15 | PELICAN | 3 | 136 | 28 | QUARTER CORNER |
| A-19 | PELICAN | 2 | 136 | 28 | QUARTER CORNER |
| A-9/10 | PELICAN | 4 | 136 | 28 | MC #31 (S.C) |
| A-13/14 | PELICAN | 4 | 136 | 28 | MC# 34 (S.C) |
| A-14/15 | PELICAN | 3 | 136 | 28 | MC# 35 (S.C.) |
| A-15/16 | PELICAN | 3 | 136 | 28 | MC# 36 (S.C.) |
| A-18/19 | PELICAN | 2 | 136 | 28 | MC # 26 (S.C.) |
| V/W-1 | PELICAN | 31 | 136 | 28 | MC #46 (S.C.) |
| V-1 | PELICAN | 31 | 136 | 28 | NORTHWEST CORNER |
| R-1 | PELICAN | 30 | 136 | 28 | NORTHWEST CORNER |
| P-1 | PELICAN | 19 | 136 | 28 | QUARTER CORNER |
| T-13 | JENKINS | 27 | 137 | 29 | QUARTER CORNER |
| N-13 | JENKINS | 22 | 137 | 29 | NORTHWEST CORNER |
| P-21 | JENKINS | 23 | 137 | 29 | QUARTER CORNER |
| L-13 | JENKINS | 15 | 137 | 29 | QUARTER CORNER |
| G-13 | JENKINS | 10 | 137 | 29 | QUARTER CORNER |
| E-13 | JENKINS | 10 | 137 | 29 | NORTHWEST CORNER |
| E-15 | JENKINS | 10 | 137 | 29 | QUARTER CORNER |
| E-17 | JENKINS | 10 | 137 | 29 | NORTHEAST CORNER |
| E-19 | JENKINS | 11 | 137 | 29 | QUARTER CORNER |
| C-13 | JENKINS | 3 | 137 | 29 | QUARTER CORNER |
| C-17 | JENKINS | 3 | 137 | 29 | QUARTER CORNER |
| N-22/23 | JENKINS | 24 | 137 | 29 | MC #11 |
| R-21/22 | JENKINS | 25 | 137 | 29 | MC #7 |
| Q/R-21 | JENKINS | 23 | 137 | 29 | MC #6 |
| R-20/21 | JENKINS | 26 | 137 | 29 | MC #5 |
| J-25 | JENKINS | 13 | 137 | 29 | NORTHEAST CORNER |

GENERAL INSTRUCTIONS

The proposal shall include all of the following information. Failure to include the required information could result in disqualification of a Bidder.

- *Proposal Form & Signature Page* – the proposal form and signature page must be completed and signed by an individual authorized to bind the bidder. All proposals submitted without such proposal form and signature page may be deemed non responsive.
- *Human Rights Certificate* – Minnesota Statutes, Chapter 363, "Department of Human Rights", shall be complied with completing the Human Rights Certificate

- Workers Compensation Form – Complete and sign
- Independent Contractor Statement – Complete and sign
- References – Bidders shall include a list of three (3) professional references. The County reserves the right to contact references other than, and/or in addition to, those furnished by bidder.
- Resume – Bidder shall include a detailed resume for all personnel who will supervise or be performing the work on the project.
- Description of the Project – Bidder shall provide a detailed project approach to be used to complete the project.
- Description of the equipment- Bidder shall provide a detailed list and description of the equipment to be used on the project.
- Conflict of Interest – Bidder shall List any know possible conflicts of interest in entering into a contract with Crow Wing County.

Bidder's Insurance Requirements – A copy of Crow Wing County's Insurance Requirements are attached to the Request for Proposal.

Proposal Period – Proposal prices are to be firm for ninety (90) days. No proposal may be withdrawn for a period of thirty (30) days from the date of the proposal opening.

Interpretations - Request for interpretation on the specifications or digital survey record data can be directed to Paul Herkenhoff, Survey Coordinator, (218) 824-1124 or e-mail: paul.herkenhoff@crowwing.us

Company Contact – Provide a description of your firm/company including; name, year established, address, phone number, and e-mail address.

Contract Documents – Contract documents in order of priority; the County's Contract, the County's Request for Proposal, and the Contractor's response.

Term and Renewal – The term of the Contract shall commence June 30, 2017 to June 30, 2018 unless earlier terminated. The Contract may be terminated by either party with a ninety (90) day written notice. The Contract may be terminated by either party with or without cause in less than ninety (90) days by mutual agreement or in the event of substantial failure to perform in accordance with the terms set forth in the Contract.

Performance Bond– the Contractor awarded the contract will be required to post a performance bond or irrevocable letter of credit in an amount equal to the contract amount. The contract will be released from the bond or letter of credit at the time all deliverables have been submitted to the County and meet the County's standards.

SPECIFICATIONS

Bidder Qualifications:

- Bidder must perform maintenance on or establish the designated PLS corners within the requested townships for those sections containing private or county managed lands only in addition to the northeast corner of each township as required by MN State Statute 381.13.
- Bidder must provide X and Y coordinates out to the third decimal place (0.xxx) for each PLS corner monument reset or visited within the project area on the appropriate Crow Wing County coordinate system.
- Bidder must provide five (5) or more photographs of each corner visited or reset will be required. Photographs will consist of four (4) cardinal directional photographs, one (1) overhead photograph of any existing monument, and one (1) overhead photograph of any monument reset by the contractor. Cardinal direction is defined as the four principal compass points (north, south, east, and west). In those areas where surface plugs have been set in roads, photographs of the plug and the monument below it will be required.
- Bidder requests for qualifications will be evaluated by a selection committee. Finalists may be invited to an interview. The selection committee's final recommendation will be based upon an analysis of the offering, not just the lowest price. Preference will be given to those contractors providing demonstrated capability and experience in related services.
- The Crow Wing County Board of Commissioners reserves the right to increase or decrease the scope of services, revise the anticipated working agreement or otherwise modify the working arrangement during the course of the services. Fees for services beyond the scope of services herein defined will not be allowed without written approval of Crow Wing County.
- The Contractor shall keep fully informed of all federal and state laws; all regulation pertaining to the occupational and safety hazards act (OSHA); all local laws, ordinances and regulations; and all orders and decrees of bodies and tribunals having any jurisdiction or authority, which in any manner affect the conduct of work. The Contractor shall at all times observe and comply with all applicable laws, ordinances, regulations, orders and decrees, and shall protect and indemnify Crow Wing County and its representatives against all claims and liabilities arising from or based on contractor or employee violations.

Responsibilities of the Contractor

Delivery Terms: The successful Contractor will perform the following services and will present the following delivery details to the County Surveyor with the final delivery of items no later than June 30, 2016.

The project will commence on June 30, 2015 and to ensure the project continues to progress in a timely manner and the contracted corners completed to the County's standards the following schedule must be met:

50% - Completed on or before **February 28, 2018**

100% - Completed by **June 30, 2018**

Scope of Service: The successful Contractor will provide the following scope of service:

- Research and review existing COLOGC forms and other archived information located at the Land Services office and within the county's property portal relating to the designated corners.
- Inform landowner of need to access property.
- Contractor will be responsible for contacting the appropriate road authority for permission in the event that excavation needs to take place within the road right-of-way. The contractor is responsible for any equipment needed and all materials necessary to return the road to its original condition.
- Maintenance of existing corners:
 - Document the type, size, a distance above or below the ground surface, stamp, and the condition of an existing monument.
 - If the monument exists as indicated on the existing COLOGC form, measurements to all previously existing accessories shall be measured and indicated in the field notes both in the

form of a drawing sketch and informational text. Accessories shall be semi-permanent in nature and may include such items as trees, power poles, buildings or other identifiable natural or artificial features from which a reliable distance could be measured to locate or relocate the corner. All bearing trees in rural, remote areas will be double blazed. Reference monuments will be required when no natural accessories exist. It is preferable to have four (4) accessories per corner in four (4) separate quadrants.

- If the monument is missing or damaged, re-establish it using measurements from accessories shown on the existing COLOGC form or other historical survey documentation if possible. Document a description of the monument set for the corner. Measurements to accessories shall be measured and indicated both in the sketch and in the field book documentation. Complete and thorough documentation regarding the methodology used to reset the monument will be included in the field book.
- All monuments will be occupied. Plugs in blacktopped roads will be removed and the monument below will be occupied. Plugs will be replaced in the correct location above the monument. The contractor is responsible for any equipment needed and all materials necessary to return the road to its original condition. A minimum depth of six (6) inches of packed bituminous will be required to secure placement of the plugs.
- Excavation for monuments in roads or ditch grades that have not been certified will go to the depth of natural ground. Width and length of the excavation will be determined by the contractor. Photographs of all excavations will be required.
- Remonumentation of original corners:
 - If a corner has never been remonumented, monuments will be set in accordance with the Bureau of Land Management manual of surveying instructions accessible at www.casastral.com/73manl-1.htm. All bearing trees in rural, remote areas will be double blazed. Reference monuments will be required when no natural accessories exist. It is preferable to have four (4) accessories per corner in four (4) separate quadrants.
 - Any work performed beyond that which is provided for in this contract without a prior written amendment signed by the County, will be deemed voluntary and Contractor will not be entitled to compensation for the extra work.
- Positioning of the Monuments:
 - All monuments within the project area, found, re-established from the accessories as described in the maintenance of existing corners section above, or initially set shall have X and Y coordinate values out to the third decimal place (0.xxx) based on the appropriate Crow Wing County coordinate system established on them. The datum to be used shall be NAD83 (1986 adjustment).
 - The horizontal accuracy standard for these positions shall be similar to those defined in the 2005 version of the accuracy standards for ALTA/ACSM land title surveys 9appendix 1. County standards will require 0.05 feet for positional accuracy.
 - Static GPS, RTK GPS and terrestrial survey equipment are acceptable methods of position as well as a combination of these methods on the judgment of the surveyor supervising the project. Positions shall be taken at two (2) separate times.
 - All terrestrial survey methods shall be accomplished by closed and least squares adjusted traverses in those instances where more than one (1) leg is needed to tie into a monument.
- Digital Photographs:
 - Five (5) or more photographs of each corner visited or set will be required. Photographs will consist of four (4) cardinal directional photographs, one (1) overhead photograph of any existing monument, and one (1) overhead photograph of any monument reset by the Contractor. Cardinal direction is defined as the four principal compass points (north, south, east, and west).
 - Photographs will be submitted in a JPG or PDF format and shall have a pixel resolution of at least 4 megapixels (2464 x 1631) with a maximum print size of 8.21" x 5.44" at 300dpi to ensure true

photo quality. Images will also follow the County's naming conventions (i.e. t146-r34-a-7-n.jpg). All photos will contain a date stamp on the actual image.

- Delivery Details:
 - Copies of any least square adjustments performed during the course of the survey.
 - One (1) paper copy of the printout listing of the point number, northing, easting and descriptor for each designated monument within the project area.
 - A comma delimited ASCII file containing point number, northing, easting and descriptor of each designated monument and control point located in the project area. All coordinate values will be carried out to the third decimal place (0.xxx)
 - Original and separate field books for each township survey.
 - If utilizing Trimble products, a copy of the DC file or equivalent data collection file from other products.
 - Five (5) or more photographs of each corner visited or set will be required. Photographs will consist of four (4) cardinal directional photographs, one (1) overhead photograph of any existing monument, and one (1) overhead photograph of any monument reset by the contractor. Cardinal direction is defined as the four principal compass points (north, south, east, and west).

Responsibilities of the County

Crow Wing County will provide the access to the following information and material supplies to the successful contractor:

- Access to archived hard copy records for the purpose of researching additional roll files, ditch records, right-of-way plans or other documents not yet imaged.
- Cast iron monuments will be supplied for use within roads and the northeast corner of each township. Aluminum plugs for use within bituminous roads will be provided by the county. The contractor will be responsible for providing the necessary rebar and cold mix required to set the plugs and repair the road to its previous condition. All other monuments will be supplied by the contracting firm and will include a cap with the registered land surveyor's number stamped on it. Minimum length of monuments to be supplied by the contracting firm shall be 30 inches with longer monuments as needed in areas for stability.
- Notification letters went to property owners whose land is adjacent to section lines involved in the remonumentation process of contracted townships informing them of the remonumentation project.
- A required meeting will be held with all of the contractor's field personnel and county staff to review the contract requirements and county standards before any field work will be allowed to begin.
- All COLOGC forms (front and back) and final certificates of survey will be completed by Crow Wing County and will require the signature of the contracted surveyor.

Payment Schedule

Under no circumstance will any payment under this contract be made until 50% of the contracted corners are completed at which time a detailed invoice for 50% of the contracted price may be submitted. If the County deems that all deliverables for these specific corners have been received and that the work has been completed to the standard specifications set within the contract, the request will be approved and submitted for payment following an internal review process not to exceed more than 30 days from the date the invoice is received. An additional invoice can be submitted once 50% of the corners have been completed and deliverables received. The remaining 50% of the contract will be payable in 2016 and an additional invoice can be submitted once 75% of the contracted corners have been completed. Final payment will be made within 60 days of a completed submittal of all the final delivery items deemed acceptable by the County and as listed herein.

Contract Award

The contract for First Assessment, Nisswa and Lake Edward will be awarded to the selected firm deemed advantageous as determined by the evaluation criteria of a lump-sum, per corner by township award. The Crow

Wing County Board of Commissioners reserves the following rights (in addition to those accorded Crow Wing County by policy and statutory laws):

- The right to negotiate with one or more Contractors to arrive at a final selection.
- The right to negotiate all submitted elements to ensure the best possible consideration be afforded to all parties concerned (this includes the right to approve or disapprove subcontractor's proposal after award).
- The right to reject any and all proposals, to consider alternatives, to waive any minor irregularities and technicalities, and to re-solicit a request for proposal.
- The right to award the contract to a contractor who is not the lowest cost contractor.

CROW WING COUNTY BIDDER INSURANCE REQUIREMENTS

Bidder's Insurance requirements are as follows:

The Contractor shall not commence work under the Contract until it has obtained at its own cost and expense all insurance required herein. All insurance coverage is subject to approval of the County and shall be maintained by Contractor until final completion of the work.

The further agrees that is shall at all times during the term of the Contract have and keep in force the following insurance policies.

Workers Compensation. *Insurance covering all employees meeting statutory limits in compliance with the applicable state and federal laws.*

Comprehensive General Liability. *A single limit or combined limit or excess umbrella general liability insurance policy of an amount of not less than \$500,000.00 per claim and \$1,500,000.00 for any number of claims arising out of a single occurrence. If the claim arises out of the release or threatened release of a hazardous substance, the insurance must be for an amount of not less than \$1,000,000.00 per claim and \$3,000,000.00 for any number of claims arising out of a single occurrence.*

Business Auto Liability. *A single limit or combined limit or excess umbrella automobile liability insurance policy for all vehicle used regularly in the provision of services under this contract for an amount of not less than \$500,000.00 per accident for property damage, \$500,000.00 for bodily injury and/or damage to any one person, and \$1,500,000.00 for total bodily injuries and/or damage arising out of a single occurrence.*

Special Requirements:

Crow Wing County is to be included as an **Additional Insured** on both the Comprehensive General Liability and Business Auto Liability Policies.

Current, valid insurance policies meeting the requirements herein identified shall be filed with the County before the contractor commences a project and maintained during the named project's duration. Renewal Certificates shall be sent to the County within thirty (30) days prior to any expiration date. There shall also be a thirty (30) days notification to the County in the event of cancellation or modification of any stipulated insurance coverage.

It shall be the responsibility of the Contractor to insure that all subcontracts comply with the same insurance requirements that he/she is required to meet.

The County shall not accept any insurance coverage provisions under which Contractor or its insurer attempt or purport to avail themselves or any governmental right of immunity available to the County as a municipal corporation pursuant to any common law doctrine, Minnesota Statute 466 or other statutory authority.

Limit as set forth herein will automatically increase with amendments to Minnesota Statute §466.04 and Contractor will be required to maintain, as a minimum, policies with limits matching the municipal liability limits as provided for in that statute as amended.

PROPOSAL FORM

REQUEST FOR PROPOSAL
#01012017

PUBLIC LAND SURVEY CORNER REMONUMENTATION
For
CROW WING COUNTY

PROPOSAL DUE: May 1, 2017 AT 4:00 P.M.

Bidders are required to provide a total project cost for the Public Land Survey Corner Remonumentation for Crow Wing County.

TOTAL PROJECT COST: \$ _____

BIDDERS CONTACT INFORMATION

Company Name: _____

Company Address: _____

By: Name & Title: _____

Signature: _____

Phone: _____

E-Mail Address: _____

HUMAN RIGHTS CERTIFICATE

I hereby certify that _____ is in compliance with the standards of equal
(Name of Firm)

Employment and anti-discrimination as cited in the Civil Rights Act of 1964 as amended in 1972 by the Equal Employment Opportunity Act. Also, with Minnesota Statutes Section 363 as amended.

Therefore, I certify that it is the policy and intent of _____ to provide
(Name of Firm)

Equality of opportunity in all phases of employment to all persons. This policy prohibits discrimination because of race, color, religion, national origin, place of residence, political affiliation, disability, marital status, status with regard to public assistance, sex, or age in all aspects of its personnel policies, programs, practices, and operations.

NAME: _____

OFFICIAL ADDRESS: _____

SIGNATURE IN INK BY: _____

TITLE and/or POSITION: _____

DATE: _____

INDEPENDENT CONTRACTOR STATEMENT

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the Contractor as the agent, representative or employee of the County for any purpose or in any manner whatsoever. The Contractor is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

The Contractor represents that it is, has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Contractor or other persons, while engaged in the performance of any work or services required under the Agreement, shall have no contractual relationship with the County, shall not be considered employees of the county and any and all claims that may or might arise under the Unemployment Compensation Act or the Workers' Compensation Act of the State of Minnesota on behalf of said personnel arising out of employment or alleged employment including, without limitations, claims of discrimination against the Contractor, its officers, agents, contractors or employees, shall in no way be the responsibility of the County; and the Contractor shall defend, indemnify, and hold the County, its officers, agents, and employees harmless from any and all such claims irrespective of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay and PERA.

COMPANY NAME: _____

OFFICIAL ADDRESS: _____

SIGNATURE IN INK BY: _____

TITLE AND/OR POSITION: _____

DATE: _____

WORKER'S COMPENSATION CERTIFICATION

I hereby certify that effective the date of my Contract with the County of Crow Wing and at all times in the performance of such Contract that:

- I have and will maintain in full force and effect policy of Workers Compensation Insurance in compliance with the Laws of the State of Minnesota with the following insurance company:

COMPANY NAME

AGENT'S NAME, ADDRESS AND TELEPHONE NUMBER

POLICY NUMBER

(EFFECTIVE DATE)

OR

- I will perform said Contract myself alone and do not have and will not have any employee or employees assisting me with the performance of the Contract and am not required by the Laws of the State of Minnesota to obtain and maintain a policy of Worker's Compensation Insurance in the performance of this Contract.

I understand that this statement is made as a material part of the Contract, which I have contemporaneously made with the County of Crow Wing.

Date

Signature