



## **Rusk County**

### **Request for Proposal**

### **PLSS Corner Perpetuation and Maintenance for **East Half of T35N-R5W****

Due By: **June 11, 2019 at 12:00 p.m.**

#### **1) Introduction and Background**

Rusk County, Wisconsin is seeking proposals for contracted services of a Professional Land Surveyor registered in the State of Wisconsin to accurately establish and perpetuate PLSS section and quarter section corners as part of the county wide maintenance program. A total of **81 corners in the east half of T35N,R5W** have been selected for this RFP. Rusk County is seeking a lump sum bid for the scope of services detailed in this request for proposal. All proposers are responsible for researching authoritative information that is necessary to respond to this request for proposal.

#### **2) Scope of Services**

The contractor shall be required to perform the following duties:

- a) All work performed shall be under the direct supervision of, and certified by, a Wisconsin Registered Land Surveyor.
- b) The contractor shall follow procedures for determining corner locations as laid out by the United States and the State of Wisconsin, and all other rules and regulations pertaining to the re-tracement of original government surveys.
- c) All fieldwork shall be based upon the assembly of all authoritative information from Rusk County records such as title documents, private and public survey records, existing monumentation, testimonial evidence and occupation evidence that may be useful in determining the actual location of the PLSS corners. The County will provide the research of these records. Contact Elaine Borton, Survey Technician, to get tie sheets of record in this area. [eborton@ruskcountywi.us](mailto:eborton@ruskcountywi.us)
- d) Locations of work to be completed are included in Attachment B. Each corner listed in Attachment B shall have a monument, a sign post with sign set at the monument (off road corners only), four ties (set at required distances), which may include two bearing trees with signs. All corners must meet the requirements of the County Monuments ordinance section 12-24, 12-25, 12-26 and 12-27 – Attachment A.
- e) The County will furnish all corner monuments such as Berntsen aluminum monuments, steel survey nails, rebar for witness ties and monuments and witness signs and posts. All aluminum monuments shall be stamped with Section, Town, Range and the sections common to it.
- f) The contractor shall furnish all services, labor, transportation, lodging, per diem and other related expenses necessary to conduct and complete the work, and shall furnish all materials, equipment, vehicles and incidentals other than those which are provided by the County. The contractor shall be an independent contractor, not an employee or agent of the

County, and is responsible for all taxes, benefits, workers compensation insurance, etc, as required by law.

- g) The contractor shall be solely liable for any damage done to private land or property during the course of this project.
- h) The contractor is responsible to fill any hand excavations back with the same material that was removed.
- i) The County will bear the responsibility for all substantial excavations of road surfaces and sub-grades and for patching paved surfaces after the monument has been placed in a road surface. Contractor must coordinate with the county to maximize efficient use of County personnel and equipment. Contractor shall consult with the Land Conservation and Development Director before disturbing any road surfaces.
- j) Prior approval from the county must be obtained for any PLSS corner to be set by the lost method.
- k) The contractor shall provide coordinates of PLSS corners shown on Attachment B **and coordinates of calculated PLSS corners inundated by the flowage**. in a digital table format and a hard copy in Wisconsin County Coordinates, Rusk County Zone, Feet, NAD 83/2011. All points will be numbered by the Rusk County Corner Point Identification Number. Unique numbers will not be accepted. The type of monument is also required in the note or code of the point.
- l) PLSS corners with existing County Coordinates shall be verified by field measurement. If the coordinates measure vary from those on the existing U.S. Public Land Survey Monument Record, provide the county with an attachment for the existing Monument Record (A new tie sheet will be required if measurements to existing ties do not agree with the existing Monument Record on file, or the monument or ties were disturbed). The attachment shall be on 8.5" x 14" durable paper (CSM type paper, 24# minimum) and be titled Updated County Coordinates and include the coordinate of the PLSS corner, the datum of the coordinate and the county identification number and the section, town, range (i.s. S ¼ corner, Section 1, T33N, R8W) date, signature and seal.
- m) The contractor shall provide a new U.S. Public Land Survey Monument Record on 8.5" x 14" durable paper (CSM type paper, 24# minimum) and shall follow the guidelines provided in A-E 7.08 (3) (a) (b) (c) (d) (e) (f) (g) (h) and (i) for every corner maintained or perpetuated for this project. The corner record will show the coordinate of the PLSS corner location, the datum of the coordinate, the county identification number and the section, town and range (i.e. S ¼ corner, Section 1, T33N, R6W). The locations of the witness sign post(s) are required to be on the map portion of the tie sheet.
- n) The contractor shall provide a full section summary for all sections included in the RFP. Section summaries are required to be on durable (CSM type paper, 24# minimum) 8.5" x 14" paper. **Section summaries shall also include calculated positions of PLSS corners inundated by the flowage.**
- o) The contractor shall provide a photograph(s) of each PLSS corner listed in Attachment B. The photographs shall show the final monument in relation to the general area of the corner locations and/or a close up of the stamped monument. If the monument is not visible, a reference object shall be placed on or over the monument. The object of the photograph is to verify that the monument is in place. The photograph(s) will be attached to the tie sheet.
- p) The Land Records office may modify or waive product specifications when compliance therewith creates practical difficulty.
- q) The contractor shall complete the scope of services and supply the deliverables to the Land Records Office no later than 12:00 p.m. on **March 31, 2020**.

### 3) **Contacts**

All requests for further information should be directed as follows:

CeCe Tesky, Land Conservation and Development Director  
(715)532-2156 [ctesky@ruskcountywi.us](mailto:ctesky@ruskcountywi.us)

### 4) **Hold Harmless and Indemnification Clauses**

To the fullest extent permitted by law, the contractor shall protect, defend, and save Rusk County, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments (including the cost of defense and reasonable attorney fees) arising in favor of or asserted by third parties on account of damage to property, personal injury, or death which injury, death, or damage, arises out of services performed or omissions of services or in any way results from the negligent acts or omissions of the contractor, its agents, agents, or subcontractors, except the sole negligence of Rusk County.

### 5) **Closing Date**

Rusk County, Wisconsin will receive sealed proposals up to **12:00 p.m., June 11, 2019**. Proposals must be hand delivered or mailed to the Land Conservation and Development Office. Facsimile or E-mail of proposals are **not acceptable** means of delivery.

#### **Location of Office:**

Land Conservation and Development Department  
Rusk County Government Center  
311 E Miner Avenue, Suite N110  
Ladysmith WI 54848

#### **Mailing Address:**

Land Conservation and Development Department  
Attention: CeCe Tesky  
PROPOSAL FOR REMONUMENTATION  
311 E Miner Avenue, Suite N110  
Ladysmith WI 54848

### 6) **Contract Term**

The project completion date is 12:00 p.m. on **March 31, 2020**.

### 7) **Proposal Requirements**

Proposals must have the following information to be considered. Incomplete or failure to respond to each area below may be the basis for rejecting the proposal.

a. **A copy of this Request for Proposal**, completed and signed.

b. **Organizational Capabilities and Technical Requirements**

Describe your experience and capabilities in providing similar services to those required in the scope of services. Be specific and identify projects, dates, and results.

c. **Staff Qualifications**

Résumés of the staff from your company/organization that would perform the services listed in the scope of services.

d. **References**

Any references of past PLSS corner perpetuation and maintenance experience/projects, which the county can contact.

**8) Cost Proposal Portions and Payments**

Payment to Contractor for services rendered will be completed following receipt of any deliverables and approval by the Rusk County Land Information Office of work completed. Rusk County is requesting a lump sum bid for the scope of services detailed in this request for proposal. Rusk County understands that the actual cost of PLSS maintenance will vary, but has established the reimbursement rate to be based on the total cost (lump sum) of the work to be performed, divided by the total number of corners being maintained (81 corners).

**9) Award and Acceptance**

Rusk County openly solicits the best possible value on all requests for proposal. Bids will be opened at a meeting open to the public. Results will be compiled and available to the public. Rusk County reserves the right to accept or reject any or all proposals in whole or in part, and to negotiate the terms of a proposal with a proposer as deemed in the best interest of the County. The County will review the information presented to it by the contractors. If an award is made, it will be based upon price, ability, qualifications and experience of the contractor.

- a. This proposal request does not commit Rusk County to make an award or to pay costs incurred in the preparation of a proposal in response to this request.
- b. The proposals will become part of Rusk County’s files without any obligation on Rusk County’s part.
- c. Rusk County has the sole discretion and reserves the right to cancel this proposal and to reject any and all proposals received prior to award, to waive any or all informalities and/or irregularities, or to re-advertise with either an identical or revised specification.
- d. Rusk County reserves the right to request clarifications of any proposal.

**10) Insurance Requirements**

The contractor shall provide a Certificate of Insurance to the County. The limits of coverage shall meet or exceed the following requirements:

- Workers Compensation
 

State	Statutory
Applicable Federal	Statutory
Employers Liability	\$1,000,000
Benefits as required by Union or State	As Applicable
- Commercial General Liability
 

Bodily Injury & Property Damage	
Combined single limit	\$1,000,000 Each Occurrence
	\$1,000,000 Aggregate

Contractual Liability (hold harmless Coverage) for bodily injury and Property damage combined single limit \$1,000,000 Each Occurrence

- Personal injury with Employment Exclusion deleted \$2,000,000 Aggregate
- Commercial automobile liability; owned, Non - owned, hired
  - Bodily injury & Property Damage \$1,000,000 Accident
  - Combined Single Limit \$2,000,000 Aggregate
- Umbrella \$2,000,000
- Professional Liability(E & O) \$1,000,000

The County shall be given thirty (30) days advance notice of cancellation, modification or non-renewal of any such policy during the term of this agreement.

### **11) Method of Procurement**

The method of procurement is competitive proposal. After submission of the written proposal, qualified proposers may be requested to make an oral presentation to Rusk County for making final recommendation. This process allows for confidential negotiations and revisions.

The contract term is contingent upon authorization and funding of and by Wisconsin and federal laws or budgets. This agreement will be void if sufficient funds to pay for its obligations are no longer available.

Any material amendment or repeal of the same affecting relevant funding or authority of Rusk County shall serve to terminate the contract except as further agreed to by the parties hereto. The contract can be terminated by a 30-day written notice by either party.

### **12) Equal Opportunity, Affirmative Action Employer**

Rusk County is an Equal Opportunity, Affirmative Action Employer. Qualified females, minorities, disabled, and other qualified veterans are encouraged to submit proposals.

**Request for Proposal (RFP)**  
**PLSS Corner Perpetuation and Maintenance**  
**East Half of T35N, R5W – 81 corners**  
**Date of RFP: June 11, 2019**

**Contact:**

CeCe Tesky, Land Conservation and Development Director  
(715)532-2156 [ctesky@ruskcountywi.us](mailto:ctesky@ruskcountywi.us)

**Bidder's Name of Company** \_\_\_\_\_

**Address** \_\_\_\_\_

**Phone and Fax** \_\_\_\_\_

**E-mail** \_\_\_\_\_

**Contact Person** \_\_\_\_\_

The bidder, having examined the Request for Proposal and referenced specifications and documents, and the site of the proposed work, and being familiar with all conditions surrounding the proposed project, including the availability of material and labor, hereby propose to furnish all labor, equipment, material and supplies, and to complete the project in accordance with the Request for Proposal within the time set forth therein and at the price set forth below. Said price to cover all of the expenses incurred in performing the work required under the Request for Proposal. The bidder hereby agrees to complete the project by **March 31, 2020**. The bidder understands that the County reserves the right to reject any and all bids, to waive informalities in the bidding process and to accept the bid most advantageous to the County. It is agreed that this bid may not be withdrawn for a period of forty-five (45) days from the date of bidding.

**Proposed Cost:**

The bidder proposes to complete the work described in the Request for Proposal for a lump sum of

\_\_\_\_\_ (\$\_\_\_\_\_)

Authorized Agent

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

## ATTACHMENT A - Page 1

### ARTICLE II. - CORNER MONUMENTS

#### Sec. 12-21. - Purpose and intent.

The purpose of this article is to perpetuate locations of government corners by monumenting and documenting them. Only corners perpetuated as part of the cost of a private survey will be covered by this article. The county shall pay for perpetuating corners after they are located. The cost of finding corners is borne by the landowner requiring a survey.

#### Sec. 12-22. - Surveyors eligible to participate.

Surveyors eligible to participate in the policy established in this article include any licensed Wisconsin land surveyor.

#### Sec. 12-23. - Corners to be perpetuated.

Any unperpetuated corner monumented by the original federal survey such as a section corner,  $\frac{1}{4}$  corner, or meander corner may be perpetuated. New meander corners may be perpetuated where section lines intersect manmade flowages, if adjoining original corners are already perpetuated and tied to the new meander corner with bearings and distances.

#### Sec. 12-24. - Monuments.

The county shall provide the monuments for perpetuating government corners. The monuments shall be kept at the county surveyor's office where they may be picked up during county surveyor's office hours or by appointment. Flanged corner monuments cannot be driven in the ground so they must be dug in. In gravel roadways monuments must be at least six inches below the road surface. In wooded areas, monuments should be somewhere between flush and six inches above the ground. In cultivated areas, monuments must be 12 inches below ground. A county issued aluminum warning sign and post shall be placed next to the monument. The participating surveyor shall furnish their own irons for the witness monuments required. Of the four required witness monuments, at least two shall be iron monuments. The other two can be either iron monuments or bearing trees (or other suitable fixed post) as described in Sec 12-27. Witness monuments are to be sledge driven until flush with the ground, except in cultivated areas where they must be at least 12 inches below ground. Witness monuments should be at least 50 feet from the corner where possible to protect them from whatever accident may befall the corner and shall be kept out of highway rights-of-way whenever possible.

[\(Res. No. 13-08, 2-26-2013 \)](#)

#### Sec. 12-25. - Continuing or replacing existing monuments.

Any existing monument in relatively good shape need not be replaced unless it is wooded or is nonmagnetic. Whenever a new county monument is used to replace an old monument, it will precisely replace it. The old monument may be left alongside as evidence, but the new marker shall be the corner.

#### Sec. 12-26. - Monuments in hard surface roads.

In cases of concrete or blacktop roads, the surveyor has the option of using a Berntsen Survey Mark nail, chiseled cross, or other suitable material.

[\(Res. No. 13-08, 2-26-2013 \)](#)

#### Sec. 12-27. - Supplementary reference monuments.

## ATTACHMENT A – Page 2

Warning signs shall be provided by the county. Signs shall be attached to bearing trees on the side of the tree facing the corner and situated so the bearing to the sign will be the same as to the center of the tree at the root crown. A bearing tree shall be measured to a nail driven into the side of the tree with the nail so situated that the distance to the nail will be the same as to the tree center at the root crown. Bearing to these trees are to center of the tree at the root crown, measured to the nearest degree with a compass. Distances to nearby features such as road centerline or fences will be required.

Sec. 12-28. - Application for payment.

The surveyor wishing to collect county payment for corner perpetuation must furnish a completed standard U.S. Public Land Survey Monument Record form along with a copy of the private survey which required these corners to be located to the county surveyor for his approval. Monument record forms must be completed in ink and be legible. The surveyor shall provide coordinates of the corner in Wisconsin County Coordinates, Rusk County Zone, Feet NAD 83/2007.

Sec. 12-29. - Form approval.

Upon receipt of the corner form, LCDD personnel will examine it and may make spot checks of the monumentation and measurements. They may require additional information which may require the surveyor to recheck notes, revisit the corner or do other additional work. A disapproval by personnel does not indicate the corner location or any survey related to it is faulty, but means the corner will not be perpetuated at county expense until further information is provided. In case of disapproval, LCDD personnel will return the form, indicating the additional information required, and the private surveyor can obtain the information and resubmit the form for automatic approval. There is no recourse for disapproval other than obtaining the required additional information. Approval indicates a corner location has apparently been perpetuated in accordance with available information and applicable laws, but such approval cannot guarantee the location. Any approved corner is subject to relocation if proven faulty.

Sec. 12-30. - Liability for negligence.

The private surveyor is an independent contractor and remains liable for the negligent perpetuation of government corners.

Sec. 12-31. - Payment.

For approved corner perpetuation forms, the county will pay the private surveyor such amounts as the county board may from time to time determine by resolution. Payment amounts shall be \$200.00 per corner. The above amounts will be paid by the county for approved corner forms during the year until the amount determined by the county board for this payment has been exhausted. This payment policy will apply to all corners perpetuated on or after January 1, 1991.

(Code 1987, § 1.43; Res. No. 90-97, 11-13-1990; Res. No. 90-97, 2-6-1996)



Corner	Rusk Co Corner ID	Tie sheet	Coord	Comments
NE Sec. 1	N3500W0400	X		
N 1/4 Sec. 1	N3500W0402	X	X	Note 2
NE Sec. 2	N3500W0410	X	X	Note 2
N 1/4 Sec. 2	N3500W0412	X	X	Note 2
M.C. LT. BANK N. Line Sec. 2	N3500W0412.25			
M.C. RT. BANK N. Line Sec. 2	N3500W0412.50			
NE Sec. 3	N3500W0420	X	X	Note 2
N 1/4 Sec. 3	N3500W0422			
NE Sec. 4	N3500W0430	X		
E 1/4 Sec.4	N3452W0430	X		
E 1/4 Sec. 3	N3452W0420	X	X	Note 2
E 1/4 Sec. 2	N3452W0410			
E 1/4 Sec. 1	N3452W0400	X		
NE Sec. 12	N3450W0400	X		
N 1/4 Sec. 12	N3450W0402	X	X	Note 2
NE Sec. 11	N3450W0410			
M.C. LT. Bank N. Line Sec. 11	N3450W0411.75			
M.C. RT. Bank N. Line Sec. 11	N3450W0412.25			
NE Sec. 10	N3450W0420	X	X	Note 2
N 1/4 Sec. 10	N3450W0422			
NE Sec. 9	N3450W0430	X		
E 1/4 Sec. 9	N3442W0430	X		
M.C. LT. Bank E. Line Sec. 9	N3440.75W0430			
M.C. RT. Bank E. Line Sec. 9	N3441.50W0430			
E 1/4 Sec. 10	N3442W0420	X		
M.C. RT. Bank E. Line Sec. 10				
M.C. LT. Bank E. Line Sec. 10				
E 1/4 Sec. 11	N3442W0410	X		
E 1/4 Sec. 12	N3442W0400			
NE Sec. 13	N3440W0400	X	X	
N 1/4 Sec. 13	N3440W0402	X	X	
NE Sec. 14	N3440W0410	X	X	
N 1/4 Sec. 14	N3440W0412			
NE Sec. 15	N3440W0420	X	X	
W.C. to the N 1/4 Sec. 15, LT. Bank				
W.C. to the N 1/4 Sec. 15	N3440W0422	X		
NE Sec. 16	N3440W0430	X		
E 1/4 Sec. 16	N3432W0430	X		
E 1/4 Sec. 15	N3432W0420	X		
E 1/4 Sec. 14	N3432W0410	X		
E 1/4 Sec. 13	N3432W0400	X	X	Note 2
NE Sec. 24	N3430W0400	X	X	Note 2
N 1/4 Sec. 24	N3230W0402	X	X	Note 2
NE Sec. 23	N3230W0410			
N 1/4 Sec. 23	N3230W0412			
NE Sec. 22	N3430W0420			
N 1/4 Sec. 22	N3430W0422	X		

NE Sec. 21	N3430W0430	X		
E 1/4 Sec. 21	N3422W0430			
E 1/4 Sec. 22	N3422W0420	X		
E 1/4 Sec. 23	N3422W0410			
E 1/4 Sec. 24	N3422W0400	X	X	Note 2
NE Sec. 25	N3420W0400	X	X	Note 2
N 1/4 Sec. 25	N3420W0402	X		
NE Sec. 26	N3420W0410	X		
N 1/4 Sec. 26	N3420W0412	X		
NE Sec. 27	N3420W0420	X		
N 1/4 Sec. 27	N3420W0422	X		
NE Sec. 28	N3420W0430			
E 1/4 Sec. 28	N3412W0430			
E 1/4 Sec. 27	N3412W0420	X		
E 1/4 Sec. 26	N3412W0410	X		
E 1/4 Sec. 25	N3412W0400	X		
NE Sec. 36	N3410W0400	X		
N 1/4 Sec. 36	N3410W0402	X		
NE Sec. 35	N3410W0410	X		
N 1/4 Sec. 35	N3410W0412	X		
NE Sec. 34	N3410W0420	X		
N 1/4 Sec. 34	N3410W0422	X		
NE Sec. 33	N3410W0430			
E 1/4 Sec. 33	N3402W0430	X		
E 1/4 Sec. 34	N3402W0420	X		
E 1/4 Sec. 35	N3402W0410	X		
E 1/4 Sec. 36	N3402W0400	X		
SE Sec. 36	N3400W0400	X		
S 1/4 Sec. 36	N3400W0402	X		
SE Sec. 35	N3400W0410	X		
S 1/4 Sec. 35	N3400W0412	X		
SE Sec. 34	N3400W0420	X		
S 1/4 Sec. 34	N3400W0422	X		
SE Sec. 33	N3400W0430	X		

NOTE 2. These corners are being included with this remonumentation project as a corner maintenance measure. If corner ties and coordinates are all in good condition, no tie sheet is required, although, a section sheet will still be required and the coordinates will need to be included in the .CVS file.

# GOVERNMENT LAND CORNER INDEX MAP

## EAST 1/2 OF THE TOWN OF DEWEY

### T.35.N,R.5 W.

LEGEND

- ◆ NO CORNER RECORD
- ◆ TIE SHEET WITHOUT COUNTY COORDINATES
- ◆ TIE SHEET WITH RUSK COUNTY COORDINATES
- ◆ INUNDATED CORNER POSITION REQUIRING CALCULATED COORDINATES

