



COUNTY OF MONROE

REQUEST FOR QUALIFICATIONS

PROFESSIONAL LAND SURVEYORS

REMONUMENTATION SERVICES

Request for Qualifications Issued: March 31, 2017
Qualification Statements Due: April 14, 2017 at 4:00 p.m.

Monroe County Finance Department



MONROE COUNTY

FINANCE DEPARTMENT

125 East Second Street · Monroe, Michigan 48161-2197

Telephone: (734) 240-7250 · Fax (734) 240-7266

March 31, 2017

Dear Land Surveyor:

The County of Monroe is seeking services from professional surveyors licensed in the State of Michigan to perform remonumentation services in accordance with Act 345 of 1990.

Surveyors shall submit a statement of their qualifications to perform these services, which are described in detail below. Statements of qualifications shall include the surveyors' license number, as well as a description of experience, in particular, of experience with remonumentation, the remonumentation peer group, corner excavation and research, installation of government monuments, and filing of Land Corner Recordation Certificates.

Four (4) projects consisting of a total of forty four (44) corners are proposed to be remonumented in 2017. Contract surveyors should indicate which of the specific remonumentation projects listed in this RFP they are interested in undertaking.

Statements of Qualifications shall be submitted to the Remonumentation Grant Administrator:

Mr. Robert Peven, Planning Director
County of Monroe
4th Floor, 125 East Second Street
Monroe, MI 48161-2197

or via e-mail as a separate Microsoft Word Document or pdf document to rpeven@monroemi.org. Indicate in the subject line that a Statement of Qualifications for Surveying Services is attached. The deadline for the receipt of Statements of Qualification shall be **Friday, April 14, 2017 at 4:00 p.m.** Questions may be addressed to Mr. Peven at telephone number (734)-240-7383 or e-mail at rpeven@monroemi.org.

The County of Monroe reserves the right to accept or to reject any and all proposals, to waive any irregularities and to make an award that is determined by the County of Monroe to be in the best interest of the County.

Sincerely,

Michael G. Bosanac
Administrator/Chief Financial Officer

I. SCOPE OF SERVICES

The purpose of this proposal is to provide for the orderly monumentation or Remonumentation of the public land survey corners (“corners”) which are a part of this proposal. The location of said corners shall be established in accordance with the procedures set forth in the “Manual of Instructions for the Survey of Public Lands of the United States”, 1973, prepared by the Bureau of Land Management of the United States Department of Interior (Technical Bulletin 6, or subsequent editions). The Surveyor, hereinafter referred to as “Contract Surveyor”, shall comply with the applicable rules established under Act 345, P.A. 1990; the approved *Monroe County, Michigan, Monumentation and Remonumentation Plan*; and rules heretofore established by the County Board of Commissioners.

A. RESEARCH

Note: Research will be conducted for all corners by the Remonumentation Coordinator (Scott Warnke) who will provide contract surveyors with the research upon request.

B. MONUMENTATION

1. The Contract Surveyor shall establish no less than four (4) accessories for each corner included in the proposal. The accessories selected shall be in accordance with the requirements of Act 74, P.A. 1970, as amended. If there are not four (4) satisfactory natural or man-made objects available within two hundred feet (200') of the corner, ½" by 36" pipe will be set. If possible, avoid fence posts unless they are exceptionally solid and durable. All accessory measurements shall be horizontal measurements.
2. In areas where the only information available is the original General Land Office survey data or where it is difficult to narrow down a corner search area, it may be advantageous to perform a corner search after a random traverse line has been surveyed along the section lines between known corners. The original line calls and corner locations can be calculated and field located from the random traverse, thus narrowing down the search area and maximizing the effort spent on the actual field search for original survey evidence and/or subsequent survey corner evidence. As the expense of conducting a search and traverse as described above may exceed the per corner amount as agreed upon in this proposal, additional compensation can be requested as provided for in Section III of this proposal.
3. For each corner in the proposal, the Contract Surveyor shall report to the Peer Group the nature of the physical conditions at the corner, and recommend the type of standard monument to set.
4. At each corner included in the proposal, the Contract Surveyor shall set in the ground the monument which has been previously approved by the Peer Group. Each monument shall be set at the location approved by the Peer Group and set in accordance with Monroe County Road Commission requirements for corner monumentation within public roadways.
5. For each corner in the proposal and after installation of the approved monuments, the Contract Surveyor shall prepare and record at the Register of Deeds office, a

separate Land Corner Recordation Certificate under Act 74, P.A. 1970, as amended. This certificate shall also state that the corner location was approved by the Peer Group of the Monroe County Survey Plan, and the date of that approval. Two copies of each recorded certificate shall be furnished to the County Representative. One copy shall be placed in the appropriate dossier, and the other copy shall be forwarded by the County Grant Administrator to the State Survey and Remonumentation Commission in accordance with Section VI, sub-section B, of the approved *Monroe County, Michigan, Monumentation and Remonumentation Plan*.

C. FIELD SURVEY

The Contract Surveyor shall conduct survey work to tie corners within a project together and to relate them to other controlling corners. The surveyor shall provide a sketch for evaluation of the position for all points submitted for Peer Group review. This would NOT include coordinates.

D. GEODETIC COORDINATES

1. The LCRC requires latitude and longitude values be reported to a minimum accuracy of 0.01 seconds of arc, which is equivalent to approximately one-foot and obtained either:
 - Directly from a Continuously Operating Reference Station (CORS), or
 - From supplemental control established from CORS, or
 - From supplemental control established from other passive NGS horizontal control stations
2. The following information must be published on a Land Corner Recordation Certificate for all corners.

Latitude: 00M00"00.00"

Longitude: 00M00"00.00"

Estimated Accuracy: 00.00" or 0.00ft or SD or PPM or RMS or etc.

Datum and Adjustment Year: AAAAAAA(####)

Epoch Date: DD-MMM-YYYY

Date of Observation: DD-MMM-YYYY

Method of Survey: Narrative explanation

E. 2017 WORK PROGRAM

The corners to be researched and monumented have been organized into "projects." The Contract Surveyor shall complete all of the corners in a project as well as a field survey to tie the corners together.

The Contract Surveyor, with prior approval of the Peer Group and the Grant Administrator may substitute other corners for any of the below listed corners or may omit corners from the project for valid reasons.

Note that some corners may be common corners. Surveyors are compensated for the reconnaissance, field survey, peer group presentation, and LCRC preparation for each individual corner in a set of common corners, but will only be compensated for the remonumentation of one of the corners.

PROPOSED 2017 REMON CORNERS FOR MONROE COUNTY, MI

Project 1

Town 5 South, Range 7 East (London Township) (11 corners)
C-3, C-4, D-3, E-3, F-3, G-3, H-3, I-3, J-3, K-3, L-5

Project 2

Town 5 South, Range 8 East (Exeter Township) (11 corners)
C-4, E-4, E-5, E-6, E-11, F-7, H-5, H-7, J-5, J-7, J-9

Project 3

Town 5 South, Range 9 East (Ash Township) (11 corners)
B-9, D-9, F-9, G-9, G-10, I-9, I-11, J-11, K-8, K-11, L-09

Project 4

Town 7 South, Range 6 East (Summerfield Township) (1 corner)
J-6

Town 6 South, Range 6 East (Summerfield Township) (1 corner)
K-12

Town 6 South, Range 6 East (Summerfield/Dundee Township) (2 corners)
K-11, L-11

Town 7 South, Range 7 East (Ida Township) (5 corners)
B-10, B-12, F-1, E-4, G-1*

Town 6 South, Range 7 East (Dundee Township) (2 corners)
F-13, G-13*

NOTES:

20 corners (which are in plain text) are thought to be located in hard surface pavement and will require a monument box.

17 corners (which are underlined) are thought to be located in a gravel road and will not require a monument box.

5 corners (*in bold italic*) are thought to be located outside of roadways and will need to be accessed on foot.

2 corners (with asterisk *) are thought to have monument boxes already in place

II. SERVICES NOT EXCLUSIVE TO CONTRACT SURVEYOR.

It is expressly understood and agreed by the Contract Surveyor that the performance of the services required in Section I and Appendix A - Scope of Services are not exclusive to the Contract Surveyor. The Board shall at all times be free to contract on behalf of the County with other surveyors licensed in the State of Michigan to perform the services described in Section I and Appendix A - Scope of Services.

III. COMPENSATION. The Contract Surveyor shall be compensated for the services performed under this Agreement at the following schedule of rates:

- Corner Reconnaissance:
\$250.00 per corner
- Field Survey:
\$110.00 per corner
- Geodetic Coordinates:
\$200.00 per corner
- Peer Group Presentation:
\$160.00 per corner
- Remonumentation:
\$290.00 per corner for corners in pavement requiring monument box
\$165.00 per corner for corners not requiring monument boxes
\$140.00 per corner (in addition to the above amounts) for corners which are outside of paved roads and for which there are an insufficient number of satisfactory accessories located within 200 feet.
- Preparation and Filing of Land Corner Recordation Certificate:
\$55.00 per corner

The Contract Surveyor may also be compensated for the remonumentation of private corners which have been researched independently of the Monroe County Remonumentation Program and which have been approved by the Peer Group. Submittal of private corners to the peer group shall receive prior approval of the Grant Administrator. The Contract Surveyor shall only be compensated for the installation of the monuments for private corners at following rate:

- Remonumentation of private corners approved by the peer group for a sum of \$280.00 per corner for corners not requiring monument boxes and \$395.00 for corners requiring monument boxes.

If after commencing the work, the Contract Surveyor determines that the total charge for any assigned corner, is expected to exceed the above per corner amount, the Contract

Surveyor may request the County Administrator to either: a) remove that corner from this Agreement; or b) approve additional compensation for this corner.

The County Representative **will** take the Contract Surveyor's request before the Monroe County Peer Group. If the Peer Group recommends a specific amount of additional compensation, the County Representative **will** petition the County Board of Commissioners for that increase in the maximum compensation which will be paid the Contract Surveyor under this Agreement. If the Peer Group recommends removal of the corner from this Agreement, that corner may be removed by written mutual consent between the Contract Surveyor and the County Representative, in accordance with the requirements of Section XVI, **MODIFICATION OF AGREEMENT**.

The Contract Surveyor may, after the peer group approval, submit a bill to the Monroe County Grant Administrator for the research, reconnaissance, field survey, and peer group approval portion of the contract. Each bill shall include a description of services provided and the total amount due Contract Surveyor for the work accomplished. Upon the verification of the accuracy of a bill, each bill and the sum due thereunder shall be processed and paid in accordance with the County's expenditure procedure for Accounts Payable.

IV. HOURS OF WORK. The Contract Surveyor shall have control over determining the days and hours in which he performs work under this Agreement.

V. CONTRACT SURVEYOR'S OFFICE, TOOLS AND EQUIPMENT. The Contract Surveyor shall maintain and utilize his own office while performing services required by this Agreement. The Contract Surveyor shall also at his own expense, supply all tools, equipment, supplies, and vehicles he needs to perform the services required by this Agreement.

The following supplies and materials incurred while performing services required by this agreement shall be reimbursable to the Contract Surveyor upon submittal of valid receipts:

- Land Corner Recordation Forms (at the rate of \$0.35 each)
- Recording fees (at the rate of \$14 per corner for the first page and \$3 for each additional page)
- Permit fees

The County shall provide the Contract Surveyor with the following supplies and materials necessary for performing the services required by this Agreement:

- Office supplies and printing services, such as: paper, file folders, envelopes, duplication, etc.
- Monument boxes, monument caps, and iron pipes to be installed in approved corners.

The following resources are available for use in remonumentation projects (prior arrangements for use of resources shall be made with GB Warnke & Assoc.):

- Generator, core drill

- GLO notes and microfilm reader/printer
- dossiers on previously researched corners
- LCRC forms

VI. LICENSING. Throughout the term of this Agreement, the Contract Surveyor must maintain a license as a Professional Land Surveyor in the State of Michigan. If, for any reason, the Contract Surveyor's license is revoked, suspended, or otherwise not in effect, such shall be deemed to be an immediate and material breach of this Agreement. This Agreement shall be deemed terminated on the date that the Contract Surveyor is no longer licensed as a surveyor in the State of Michigan.

VII. APPLICABLE LAW AND VENUE. This Agreement shall be construed according to the laws of the State of Michigan. It is expressly understood and agreed that in the event any actions in law or in equity arising under this Agreement are brought by either party against the other party, the venue for such actions shall be Monroe County, Michigan.

VIII. COMPLIANCE WITH THE LAW. The Contract Surveyor shall render the services required by this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations. Failure to comply with the provisions of this section shall be regarded as a material breach of this Agreement, and grounds for its immediate termination by the County.

IX. PROTECTION OF PERSONS AND PROPERTY. The Contract Surveyor shall ensure that all precautions are exercised at all times for the protection of persons and property. The safety provisions of all applicable laws and codes shall be observed. The Contract Surveyor shall comply with all Federal and State laws and municipal ordinances and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The Contract Surveyor 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.

X. NONDISCRIMINATION. The Contract Surveyor, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual preference, height, weight, marital status, political affiliation or beliefs or handicap which is unrelated to the individual's ability to perform the duties of a particular job or position.

The Contract Surveyor shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to the following:

- A. The Elliott Larsen Civil Rights Act, 1976 P.A. 453, as amended.
- B. The Michigan Handicappers Civil Rights Act, 1976 P.A. 220, as amended.
- C. Section 504 of the Federal Rehabilitation Act of 1973, P.A. 93-112, 87 Stat 394, as amended, and regulations adopted thereunder.

D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 328 (42 USCA Sec. 12101 et seq), as amended, and regulations promulgated thereunder.

E. Title VI of the Civil Rights Act of 1964.

Breach of this section shall be regarded as a material breach of this Agreement. In the event the Contract Surveyor is found not to be in Compliance with his section, the County may terminate this Agreement effective as of the date of delivery of written notification to the Contract Surveyor.

XI. INDEPENDENT CONTRACTOR. It is expressly understood and agreed that the Contract Surveyor is an independent contractor. The Contract Surveyor and any persons employed by him shall in no way be deemed to be and shall not hold themselves out as employees, servants or agents of the County or the State of Michigan and shall not be entitled to any fringe benefits of the County or the State of Michigan, such as, but not limited to, health and accident insurance, life insurance, longevity, paid sick or vacation leave. The Contract Surveyor shall be responsible for paying the wages of his personnel and for the withholding and payment of all income and social security taxes to the proper Federal, State and local governments. The Contract Surveyor shall also be responsible for providing his personnel with workers' compensation and unemployment compensation coverage, as required by law.

XII. INDEMNIFICATION AND HOLD HARMLESS. The Contract Surveyor shall, at his own expense, protect, defend, indemnify and hold harmless the County, the County Grant Administrator, the County Representative, the Deputy County Representative, the State of Michigan and their elected and appointed officers, employees and agents from all claims, damages, costs, law suits and expenses, including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that they may incur as a result of any acts, omissions or negligence of the Contract Surveyor or any of his officers, employees or agents which may arise out of this Agreement.

XIII. LIABILITY INSURANCE.

A. The Contract Surveyor shall procure, pay the premium on, keep and maintain during the term of this Agreement, liability insurance coverage with limits of not less than the following:

1. Workers' Compensation: When and as required by law.
2. Employers' Liability: When and as required by law.
3. General Liability (occurrence basis only) with the following coverage inclusions:
 - a) Broad Form General Liability Endorsement or equivalent, if not in policy proper.
 - b) Independent Contractor Coverage.
 - c) Contractual Liability.
4. Vehicle Liability Coverage, and Michigan No-Fault Coverages including all owned, non-owned, and hired vehicles.

5. The Contract Surveyor shall name as an Additional Insured the County, the County Grant Administrator, the County Representative, the State of Michigan and their elected and appointed officials on the Insurance coverages required in the above Items 3 and 4. It is expressly understood and agreed that the Contract Surveyor's General Liability coverage required by this subsection shall be primary to the Additional Insured and not contributing with any other insurance or similar protection available to the Additional Insured, whether said other available coverage be primary, contributing or excess.

In the event the Contract Surveyor is unable to meet the Additional Insured coverage requirements of this section, he shall advise the County of such inability and provide the County with a letter from his insurance agent verifying his inability to provide such Additional Insured coverage.

6. Limits of Liability for Items 3 and 4 above shall not be less than \$1,000,000.00 per occurrence, and/or aggregate, combined single limit for Personal Injury, Bodily Injury and Property Damage.
- B. The Contract Surveyor shall, during each year in which this Agreement is in effect, provide the Monroe County Grant Administrator with certificates of insurance showing the acquisition of the insurance coverage required by this section. The certificates of insurance shall contain a provision stating that coverages afforded under the policies will not be changed or canceled until at least thirty (30) days prior written notice has been given to the County.
 - C. In the event that the Contract Surveyor's insurance coverage is at any time reduced or terminated during the duration of this Agreement, the County may terminate this Agreement effective immediately upon delivery of notice of termination to the Contract Surveyor.
 - D. The Contract Surveyor may maintain such other insurances as he deems appropriate for his own protection.

XIV. REPORTS REGARDING STATE RETIRED EMPLOYEES. The Contract Surveyor shall report to the County's Grant Administrator at 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 under this Agreement during the month.

No report is required for any month during which the Contract Surveyor had no employee(s) as described above assigned to work performed under the provisions of this Agreement.

XV. WAIVERS. No failure or delay on the part of either the County or the Contract Surveyor in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege. No modification, amendment, or

waiver of any provision of this Agreement, nor consent to any departure from any provision of the Agreement by either party hereto, shall in any event be effective unless the same is in writing and signed by the other party, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.

XVI. MODIFICATION OF AGREEMENT. Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.

XVII. ASSIGNMENT OR SUBCONTRACTING. The Contract Surveyor may assign, subcontract or otherwise transfer his duties and/or obligations under this Agreement. Any subcontractor shall be subject to prior approval by the Grant Administrator. Any subcontracting services shall be performed or supervised by a Surveyor licensed by the State of Michigan. Any subcontractor shall be bound by the terms of this agreement. The selected contract surveyor will be required to assume full responsibility for all services. Further, the County of Monroe will consider the selected contract surveyor to be the sole point to contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The contractor shall be responsible for the coordination and supervision of all employees and subcontractors employed under this contract. This coordination and supervision shall include the quality and timeliness of the work.

XVII. DISREGARDING TITLES. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

XVIII. COMPLETENESS OF THE AGREEMENT. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

XIX. AGREEMENT PERIOD. The Contract Surveyor shall commence performance of the services and obligations required of it hereunder immediately upon execution of a contract or other agreement and continuing through the 31st day of December, 2017, or until all funding is exhausted, whichever occurs first, at which time this Agreement shall terminate.

Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by the County upon thirty (30) days' written notice to the Contract Surveyor, in the sole discretion of the County. In the event of early termination of this Agreement, the County shall reimburse the Contract Surveyor for the services rendered by the Contract Surveyor up to the effective date of termination.

XX. SEVERABILITY OF INVALID PROVISIONS. If any part of this Agreement is declared by any Court having jurisdiction to be invalid, unconstitutional, or beyond the authority of either party to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provisions was found invalid, unconstitutional or beyond the authority of the

parties and the Contract Surveyor shall be reimbursed for all services which it has provided under this Agreement up to the date of termination.

XXI. FREEDOM OF INFORMATION ACT. Information submitted in vendor proposals becomes public information and as such is subject to public disclosure and review under the Michigan Freedom of Information Act. Information contained in the surveyor's proposal which is company confidential must be clearly identified in the proposal itself.

End of RFP