

**SAUK COUNTY AGREEMENT FOR
PROFESSIONAL LAND SURVEYOR SERVICES – COUNTY SURVEYOR**

This Agreement for Professional Land Surveyor Services – County Surveyor (“Agreement”) is entered into between the County of Sauk, Wisconsin, a Wisconsin municipal corporation and EG Surveying & Mapping, LLC, a private business (“EG” or “Surveyor”).

WHEREAS Sauk County adopted Resolution No. 50-2023 to eliminate the elected surveyor and to have the duties assigned to a county employee or contracted employee; thus, the elected surveyor term ends on January 5, 2025.

WHEREAS, Sauk County advertised for a Request for Proposal on July 3rd, 2024, and three (3) proposals were received by the deadline established on August 15th, 2024, at 3:00 p.m.

WHEREAS, an evaluation of the proposals was conducted by appropriate Administration, Land Resources and Environment, and Land Information/GIS staff against the criteria specified in the RFP.

WHEREAS EG Surveying & Mapping, LLC was selected and approved by the Sauk County Board of Supervisors on September 17th, 2024, to serve as the Sauk County Surveyor.

NOW THEREFORE, this Agreement is made today, September 30, 2024, by and between Sauk County and EG Surveying & Mapping, LLC, which agree as follows:

1. AGREEMENT DOCUMENTS AND APPLICABLE PROPOSAL DOCUMENTS. The contract documents consist of this agreement, and any exhibits attached hereto (which exhibits are hereby incorporated and made a part of this Agreement); the Request for Proposal as prepared by the County – Exhibit A (dated July 3, 2024), the Proposal Response submitted by the Contractor – Exhibit B (dated August 15, 2024), and any fully executed Agreement amendments. These form the entire Agreement and are fully a part of this Agreement as attached to or repeated herein. The surveyor shall be bound to perform according to the terms of this Agreement.
2. SURVEYING SERVICES. The surveyor is responsible for providing the minimum services as outlined within Section 3.2 of the RFP; and as restated herein:
 - a. General County Surveyor Duties
 - Perform duties as specified under Wisconsin Statutes 59.45.
 - The County Surveyor will work in coordination with county staff to manage the surveyor recordkeeping responsibilities (filing and provision of records), including the filing of PLSS tie sheets, plats of survey, and other survey records. The County Surveyor will ensure that information is shared to comply with all statutory requirements.
 - Assist in the review of County subdivision plats and certified survey maps in cooperation with other County land departments to ensure compliance with Chapter 236 of the Wisconsin Statutes, A-E 7 of the Wisconsin Administrative Code, and all local ordinances.

- Serve as a resource for landowners, real estate agents, attorneys title and utility companies as well as other professional land surveyors.
- Serve on and regularly attend the Sauk County Land Information Council meetings, which are held quarterly.
- Attend Land Resources and Environment Committee meetings, as needed.
- Attend Wisconsin County Surveyor Meetings, when necessary.
- Maintain a minimum of four (4) consecutive in-person office hours per week at the Sauk County Land Information Office.

b. PLSS Re-monumentation, Perpetuation, & Maintenance

- Work with GIS/Land Information staff to identify project areas for re-monumentation.
 - Develop RFP/RFB for these activities to be completed by another registered land surveyor; and present to the appropriate Committee and/or County Board for awarding of a contract.
 - Administration and coordination of the bounty projects.
- Receive requests for PLSS re-monumentation and maintenance, review same and authorize if appropriate. (Self-authorization will not be permitted).
- Receive invoices for PLSS re-monumentation and maintenance by other registered land surveyors, review and authorize payments if appropriate. (Self-authorization will not be permitted.)
- Develop and maintain a monument maintenance system through which the public land survey (PLSS) corners are checked and perpetuated in compliance with State Statutes, Administrative Code, and local ordinances.
- Maintain data regarding maintenance activities, specific to each corner, in a format that can be integrated into the County GIS. Coordinate with County staff to establish how the data will be collected and entered.
- Coordinate the perpetuation of PLSS corner locations in preparation for proposed construction and other activities including street and highway projects that could otherwise lead to the destruction of corner monuments.

3. SURVEYOR EQUIPMENT AND MATERIALS. Any equipment necessary to carry out the duties and responsibilities of the county surveyor shall be provided by the surveyor, unless noted otherwise within this Agreement.

4. COUNTY RESPONSIBILITIES. The County shall provide the following:

- a. The County shall issue a laptop and cellphone for all County related business. Costs associated with the programs or services needed to operate such devices will be billed to the County for payment.
- b. A designated office or workspace will be provided within the Land Information Office for all scheduled office hours for the County Surveyor.
- c. The County will budget separately for payment to land surveyors that participate in the Sauk County Bounty Program, in accordance with Resolution No. 44-06, as amended from time to time.
- d. The county shall budget separately for any materials that may be necessary for the County surveyor to carry out the duties and responsibilities defined within this Agreement.

5. TERM. The term of this Agreement shall commence on January 5, 2025. The Agreement shall expire on December 31, 2027; with the option for automatic renewal of three (3) three-year contract extensions with mutually agreed upon terms.
6. COMPENSATION AND EXPENSES. The County shall pay, and the surveyor agrees to accept up to the amount shown below as full compensation for the services performed under this Agreement. The basis of the compensation for services is based on the "Budget Summary by Fiscal Calendar Year" provided in Exhibit B on page 12.

The maximum amount payable under this Agreement, without modification is \$66,690 per year (compensation cap), provided that any amounts paid or payable shall be solely pursuant to the services outlined within this Agreement. In no event may the aggregate amount of compensation authorized exceed the compensation cap. The compensation cap shall be revised equitably only by written contract amendment executed by both parties in the event of a change in scope of the services set forth in this Agreement.

The compensation cap may be adjusted for the Additional Surveying Services requested and performed only if mutually approved by the Oversight Committee for the Department in need of the additional services. Costs for those services must be based on the hourly rate as provided on the "Budget Summary by Fiscal Calendar Year" provided in Exhibit B on page 12.

The surveyor shall prepare and submit to the County monthly progress reports in sufficient detail to support the progress of the services and to support the invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to the County. Satisfactory progress of services shall be an absolute condition of payment.

7. METHOD OF PAYMENT. The surveyor shall prepare and submit to the Land Resources and Environment Director and Land Information Officer, once a month, a progress report as noted in Item #6. Such progress report shall state the number of hours dedicated to the various required services, the date on which the services occurred, and a brief description of the service provided, during the billing period.

In addition to the progress report, the surveyor shall provide the following documentation to the Land Resources and Environment Director and Land Information Officer in a format acceptable to the County:

- a. One (1) original certified invoice.
- b. One (1) original complete packet of supporting documentation and timesheets detailing hours worked with descriptions of the work performed based upon the approved "Budget Summary by Fiscal Calendar Year" set forth in Exhibit B on page 12.

For additional services performed pursuant to this Agreement, a separate invoice or itemization of the additional services must be presented with the same requirements, as previously noted within this Agreement.

Payments shall be made by the County based upon actual work performed. Upon timely receipt of a complete invoice package and approval thereof, the County shall make a good faith effort to pay the amount which is due and payable within forty-five (45) days of receipt. Failure to submit the complete invoice package may delay payment. The County reserves the

right to reasonably hold payment pending verification of services provided. The surveyor is responsible for submitting proof to the County, both adequate and sufficient in its determination, that tasks were completed.

Prior to submittal of the first invoice, the contractor shall provide the County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number.

8. INSURANCE. During the term of this Agreement, the surveyor shall maintain the following insurance:

Worker's Compensation. as prescribed by the laws of the State of Wisconsin:

- a. Coverage A: Limits – Statutory
- b. Coverage B: Employer's Liability Limits
- c. Bodily Injury by Accident - \$100,000 each accident minimum
- d. Bodily injury by Disease - \$100,000 each employee minimum
- e. Bodily injury by Disease - \$500,000 policy limit minimum

General Liability:

- a. General Aggregate - \$1,000,000
- b. Products-Comp/OP Agg - \$1,000,000
- c. Personal & Adv. Injury - \$1,000,000
- d. Each Occurrence - \$1,000,000

Automobile (Combined single limit) - \$1,000,000

Excess Liability (Umbrella) - \$1,000,000

(Each occurrence and aggregate)

Certificates of insurance are required for all policies. The Certificates of General and Automobile Liability Insurance must name the County as an additional insured on the policy and must require that a thirty (30) day cancellation notice be given to the County. An updated copy of the Certificate must be provided anytime a change is made to any policy.

The cost of all insurance required herein must be secured and maintained by the surveyor. The surveyor shall be responsible the cost for insurance coverage.,

9. PROGRESS REPORTS AND EVALUATIONS. The surveyor shall from time to time, present and provide information to the Land Resources and Extension Committee regarding the services provided or initiatives undertaken by the County Surveyor.
10. ADDITIONAL SURVEYING SERVICES. Additional services may be needed by County Departments, which exceed the duties and responsibilities of the County Surveyor position. Theses tasks will only be provided if requested by County staff and may include, but are not limited to:
- a. Surveying of county owned lands
 - b. Preparation of legal descriptions
 - c. Preparation of certified survey maps
 - d. Surveying of county owned boundaries
 - e. Preparing assessor plats

f. Other miscellaneous items

The inclusion of these services does not grant the surveyor an exclusive agreement to perform these optional tasks. The County may hire another firm to perform these other technical surveying duties.

11. REVIEW OF SURVEYING SERVICES. Any work completed by the surveyor for an outside party, associated with their private business and submitted to Sauk County, must be reviewed by other County personnel or a different licensed land surveyor. The appropriate reviewer must be approved by the County.
12. AGREEMENT AMENDMENTS. The terms set out in this agreement may be modified by a written fully executed agreement amendment. Changes and modifications to the agreement are subject to the approval by the Sauk County Board of Supervisors.
13. COMPLIANCE WITH LAWS. The Surveyor shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules, and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including without limitation, licensing laws and regulations. The contractor shall furnish the County with satisfactory proof of compliance. The contractor shall obtain all permits or license required in the performance of the services outlined within this agreement, if needed.
14. SEVERABILITY. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement or any Task Order. Any void provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if it did not contain the portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
15. ASSIGNMENT. Neither party shall assign any rights or duties under this Agreement without the prior written consent of the other party.
16. STATUTORY PROTECTIONS. It is agreed by the parties that nothing in this Agreement, including but not limited to indemnification and hold harmless clauses, shall in any way constitute a waiver on the part of the County of any immunity, liability limitation, or other protection available to the County under any applicable statute or other law. To the extent that any provision of this Agreement is found by any court of competent jurisdiction to conflict with any such legal protection, then whichever protections, either statutory or contractual, provide a greater benefit to the County shall apply, unless the County elects otherwise.
17. OPEN RECORDS LAW COMPLIANCE. The surveyor understands and agrees that, because the County is party to this Agreement, provisions of the Wisconsin Open Records Law and other laws relating to public records may apply to records kept by the surveyor. Surveyor agrees to

fully comply with such laws, and to cooperate with the County in its compliance with such laws. Cooperation shall include, but not be limited to, the provision of records, or copies of records to the County or other upon request of the County. Compliance and cooperation of the surveyor shall be at its sole cost and expense.

18. STANDARD OF CARE. The same degree of care, skill, and diligence shall be exercised by the surveyor in performance of its duties as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances.
19. STANDARD TERMS AND CONDITIONS. All standard terms and conditions as provided in Exhibit A of the Request for Proposal apply unless special provisions have been outlined separately within this Agreement.
20. VIOLATION OF AGREEMENT TERMS/BREACH OF CONTRACT. Violation of the agreement terms or breach of contract by the surveyor shall be grounds for termination. Any increased costs arising from the surveyor's default, breach of contract, or violation of agreement terms may be paid by the surveyor.
21. TERMINATION. The agreement may be terminated as set forth below:
 - a. By mutual agreement and consent, in writing, of both parties.
 - b. By the County, by notice in writing to the surveyor, because of failure by the surveyor to perform the duties as set forth within this Agreement in a satisfactory manner.
 - c. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
 - d. By the County, for reasons of its own and not subject to the mutual consent of Surveyor, upon not less than thirty (30) days written notice to the surveyor.

Should the County terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the surveyor.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have signed, and sealed this agreement.

COUNTY OF SAUK, WISCONSIN

By: Brent Miller Date: 10/2/2024
Brent Miller, County Administrator

ATTEST:
By: Becky Evert Date: 10/2/2024
Becky Evert, County Clerk

505 Broadway
Baraboo, WI 53913
(608) 355-4830
Lisa.wilson@saukcounty.wi.gov

EG SURVEYING & MAPPING, LLC

By: Matthew M Filus

Digitally signed by Matthew M Filus
DN: cn=Matthew M Filus, o=Matthew M Filus, c=US, email=Matthew.M.Filus@eg-wi.com
Reason: Location: Reedsburg, WI
Date: 2024.09.30 16:49:00

Date: September 30th, 2024

Matthew M. Filus, Owner

Matthew M Filus

Typed or Printed Name

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