

Request for Proposals for :

Land Surveying and Related Services

ISSUED: MARCH 11, 2010

THE ADMINISTRATIVE OFFICE OF THE COURTS, OFFICE OF COURT CONSTRUCTION AND MANAGEMENT SEEKS TO CONTRACT WITH A NUMBER OF LAND SURVEYORS DURING THE PERIOD BEGINNING JULY 1, 2010 THROUGH, JUNE 30, 2014.



**ADMINISTRATIVE OFFICE
OF THE COURTS**

OFFICE OF COURT CONSTRUCTION
AND MANAGEMENT



Judicial Council of California
ADMINISTRATIVE OFFICE OF THE COURTS

Office of Court Construction and Management
455 Golden Gate Ave., Floor 8
San Francisco, CA 94102-3688

REQUEST FOR PROPOSALS

Date

March 11, 2010

To

Land Surveying Services Providers

From

Administrative Office of the Courts (AOC),
Office of Court Construction and
Management

Subject

Request for Proposal for Land Surveying
Services

Action Requested

You are invited to review and respond to the
attached Request for Proposal

Project Title: Land Surveying and Related
Services RFP

RFP Number:

OCCM-2009-07-JMG

Deadline

See attached RFP Schedule

For further information, please write to:

OCCM_Solicitations@jud.ca.gov

GENERAL INFORMATION

The Judicial Council of California, chaired by the Chief Justice of California, is the chief policy making agency of the California judicial system. The California Constitution directs the Council to improve the administration of justice by surveying judicial business, recommending improvements to the courts, and making recommendations annually to the Governor and the Legislature. The Council also adopts rules for court administration, practice, and procedure, and performs other functions prescribed by law. The Administrative Office of the Courts (AOC) is the staff agency for the Council and assists both the Council and its chair in performing their duties. The Office of Court Construction and Management (“OCCM”) is responsible for site acquisition, planning, design, construction, and real estate and asset management for the Superior and Appellate Court facilities in California.

1. PURPOSE OF THIS RFP

The AOC seeks to identify and retain qualified Service Providers to provide Land Surveying Services at sites located throughout California. This RFP is the means for prospective Service Providers to submit their qualifications, a description of their services, and their prices to the AOC

The sites to be surveyed are located throughout the various counties of California. More than one Service Provider may be contracted with to provide the services.

2. DESCRIPTION OF SERVICES SOLICITED, LICENSE REQUIREMENTS, AND STANDARDS APPLICABLE TO THE PROVISION OF THE SERVICES

The AOC is seeking qualified Service Providers that can provide the following services.

Service Providers wishing to submit a proposal in response to this RFP must have appropriate licensure as a Licensed Surveyor or Registered Civil Engineer pursuant to the requirements of Chapter 15, California Business and Professions Code, beginning at section 8700 et. seq., as well as any other license(s) required under law to provide the service(s) contemplated by this RFP. The legal agreement which will be used to form the contractual relationship between the State and the service provider has been posted along with this RFP and contains additional licensing obligations. Prospective Service Providers are urged to familiarize themselves with these obligations.

Selected Service Providers will be required to contractually commit to the standards given below.

With regards to site(s) that shall be designated by the State, prospective Service Providers must be capable of providing the following:

- a. Standard Land Surveys with the following information and characteristics. Please note that in some cases survey might be just verification of information shown on title reports while in other cases a land parcel will be carved off from larger piece of land.
1. The written legal description of the property and Exhibit for recording purpose
 2. Legal description and Exhibits for any easements where required
 3. The date or time period of the survey
 4. Show boundary lines and found property corners necessary for boundary tracing. Provide and install missing, damaged or displaced monuments and tag them. Do not move, remove or replace any monuments or benchmarks before notifying the project manager and prior approval.
 5. Show dimensions and bearings of property boundaries, and plot all locatable title exceptions and easements on the survey map. Show existence or non-existence of any encroachments and right of way.
 6. Show location of above and below grade utilities including field-measured elevations of sanitary sewer and storm drains manholes
 7. Show significant trees and shrubs.
 8. Provide planning and zoning overlays
 9. Provide floodplain, landslide or liquefaction zone overlays.
 10. Provide an area measurement within boundary lines.
 11. All measurement tolerances provided on such surveys must be within readings for Urban Survey as specified on Accuracy Standards for ALTA / ACSM Land Title Surveys.
 12. Show Parking spaces count and types, road mapping, bore holes locations.
 13. When a significant discrepancy with the record maps and documents are found or if monuments are set, or if otherwise required by law, provide a “record of survey map” compliant with Section 8762 of the Land Surveyors Act (Chapter 15 of the State Business and Professions Code).
 14. Final Survey Report with 3 hard copies and a soft copy on CD in Auto-Cad format.
 15. Final documents shall including all of the required information and be certified in writing to the Judicial Council of California and Administrative Office of the Courts, and where by law and/or requested by the AOC OCCM, recorded with the County Recorder.
 16. All Land Surveys must be performed by, or under the direct supervision and with the review and approval of, a registered professional land surveyor who must at all times during which a survey is being performed be licensed in the State of California by the board for Professional Engineers and Land Surveyors under the Professional Land Surveyor’s Act amended and effective as of January 1, 2010. Prospective Service Providers shall provide a list of the names of all licensed individuals currently on its staff that prospective Service Provider intends to use to provide Land Surveys or any of the other related services cited in your Proposal.
 17. If applicable law dictates that the selected Service Provider itself be licensed in any form for the provision of any service contemplated under this RFP and proposed to the AOC via its Proposal, the selected Service Provider is required to provide proof of such licensing in its Proposal (see Attachment B). Validity of licensing will be checked prior to entry into a contract with the AOC.

18. A draft format of all documents shall be issued for customer's review and approval.

b. With regards to site(s) that shall be designated by the State, Service Providers may be requested to provide one or more of the following related services:

1. ALTA/ACSM Land Title Surveys (2005 minimum standard)
2. Surveys of Utility infrastructure above and below ground
3. Aerial photography/photogrammetry services
4. Elevation Certificate for Flood Insurance purpose (FEMA)
5. Coordination & documentation associated with Phase I and Phase II real estate.

All firms may not be capable of providing the above noted services. If your firm is capable and willing to provide any of the above services, a complete description of the nature of the service you provide must be provided in your Proposal.

c. All Selected Service Providers shall in addition be responsible:

1. For coordinating work with the AOC.
2. For keeping the AOC's Project Manager informed of all the activities being undertaken under a survey.
3. For minimizing disturbance to the users of the site surveyed throughout the survey process
4. For providing the Services in a safe manner and in accordance with Cal-OSHA guidelines.

d. The selected Service Provider shall provide the services hereunder in accordance with the requirements of the following agencies, laws, rules and regulations. In the event of conflict between these requirements, the most stringent requirement shall prevail:

- ALTA (American Land Title Association, 2005)/ ACSM (American Congress on Surveying and Mapping, 2005)
- NSPS (National Society of Professional Surveyors)
- CAL OSHA (Occupational Safety & Health Administration)
- CALTRANS (California Department of Transportation)
- DCA (California Department of Consumer Affairs)
- FGCS (Federal Geodetic Control Subcommittee)
- FEMA (Federal Emergency Management Agency)
- TSSS (Total Station Survey System-Caltrans)
- Professional Land Surveyors Act, State of California, Amended 2010

3. RIGHTS

The AOC reserves the right to reject any and all Proposals as well as the right to issue RFPs for similar services in the future. This RFP and your proposal in response to it in no

way forms an agreement, obligation, or contract and in no way is the AOC or the State of California responsible for any prospective Service Provider's costs or expenses incurred in the preparing of their Proposal in response to this RFP. A copy of your submitted Proposal will be retained for official files and may be distributed to the public upon request.

4. RFP PROCESS

- 4.1. This RFP process and the RFP Schedule are subject to change at any time. Changes will be posted to the RFP website, and no other notifications of changes shall be transmitted. Prospective participants are urged to consult the website in a timely manner to remain apprised of any changes. Staying abreast of changes in the RFP is the sole responsibility of the prospective Service Provider and not the AOC.
- 4.2. Throughout this solicitation process, if there is any need for communication with the AOC with regards to any aspect of this RFP, such communication will be in writing.
- 4.3. With regard to the nature of the work being requested as well as this RFP itself, prospective Service Providers and their sub-consultants must not contact any AOC operational personnel involved in coordinating or managing such services for the AOC. Violation of this restriction may disqualify a firm from consideration.
- 4.4. Questions regarding the content of this RFP must be submitted no later than the date and time for submission of Questions specified in the RFP Schedule. Utilize the "Form for Questions" provided in Attachment D of this RFP as the vehicle to submit your questions.
- 4.5. The AOC will post answers to the questions submitted as well as any necessary clarifications and addenda to this RFP on the website for this solicitation in accordance with the date specified in the RFP Schedule.
- 4.6. Proposals must be submitted in accordance with the requirements of Section 6 of this RFP.
- 4.7. Following submission of the Proposals, no further questions regarding the RFP will be answered, with the exception of questions regarding the RFP process itself. Any question regarding the RFP process shall be directed in writing to the following e-mail address: OCCM_Solicitations@jud.ca.gov
- 4.8. Proposals are due on or before the date and time specified in the RFP Schedule or as said schedule is subsequently modified via changes posted to the website. It is the sole responsibility of the submitting Service Provider to ensure that the

Proposal reaches the AOC on or before the date and time specified. Submittals received after the deadline will be rejected without review. With the exception of Proposals delivered by hand, the AOC provides no receipts nor makes any notification of its receipt or failure to receive any Proposal, nor answers inquiries with regards thereto.

4.9. Proposals to be submitted may be sent by US mail, express mail, courier service of the prospective vendor's choice, or by hand delivery to the AOC. E-mail or fax submissions are not acceptable.

4.10. Submissions must be sent to:

Judicial Council of California
Administrative Office of the Courts
Attn: Ms. Nadine McFadden
455 Golden Gate Avenue, 7th Floor
San Francisco, CA 94102

(Indicate RFP Number and Name of Your Firm at lower left corner of outer packing of your Proposal)

If a Proposal is to be submitted by hand, it must be submitted only to the reception desk of the AOC on the 7th floor, 455 Golden Gate Avenue, San Francisco, CA 94102. Prospective Service Providers are advised to obtain a handwritten receipt for their Proposal from the AOC receptionist when submitting in this manner.

4.11. After an initial evaluation of the received Proposals for compliance with the submission requirements of this RFP (see Section 6), a short-list of qualified firms will be established. See Section 7 for additional details.

4.12. The AOC will notify the short listed firms which have been established solely via publication of a list to the website on which this RFP is published. This website posting will in addition provide those firms on the short-list with their interview time and location.

4.13. Following selection, the AOC's Business Services Department will contact the selected firms, provide the contract draft, and proceed with the execution of the contract.

4.14. If an agreement is not signed between the AOC and a selected Service Provider within thirty (30) calendar days following provision of the agreement draft by the AOC, the AOC has the right to assign the work to the next best qualified Service Provider, according to the results of the final ranking of firms.

5. PROPOSAL SUBMISSION:

- 5.1. Prospective Service Providers are hereby advised that in providing a Proposal to the AOC they are, by the act of providing said Proposal, agreeing to be subject to and bound by the AOC's Administrative Rules Governing Requests for Proposals, which are included in this RFP as Attachment A. Prospective Service Providers are advised to read and understand the rules before submitting a Proposal. If a prospective Service Providers has objections to the rules, said objections must be raised in accordance with, and will be settled according to the process for protesting the rules provided within the rules.
- 5.2. Proposals must be submitted as specified above. Proposals received after the deadline will be rejected without review.
- 5.3. When submitting, submit all of the following materials:
- a. Submit 5 written copies of your Proposal, in accordance with the all of the requirements specified in Attachment B.
 - b. Submit 1 CD or flashdrive with:
 - (1) The text of your entire Proposal (all information requested in Attachment B) posted as a single PDF file on the disk or drive plus an image of your completed and signed Payee Data Record Form (see below). Label the PDF file labeled with the name of your organization and the words "Complete Proposal - OCCM-2009-07-JMG".
 - (2) The text of your Fee Proposal (as specified in Attachment B) posted as a single MS Word file on the same disk or drive referred to above. Label the MS Word file with the name of your organization and the words: "Fee Proposal - OCCM-2009-07-JMG".


Label the disk or Flashdrive itself with the Name of your organization and the following words "RFP Number: OCCM-2009-07-JMG".
 - c. Accompanying the above materials, submit one written and signed Payee Data Record Form. A copy of this form can be found in Attachment E of this RFP. On the Vendor Data Form, indicate the exact legal name under which you propose to contract with the AOC.
 - d. NOTE: The AOC has a Disabled Veterans Business Enterprise (DVBE) participation goal. The AOC does not require that your DVBE forms be submitted with your Proposal. Submission of your DVBE forms will be required following notification of selection but prior to the signing of a

contract with the AOC. Forms are provided here to familiarize you with this requirement and for your later convenience. See Section 9 for additional details regarding DVBE participation.

6. PROPOSAL EVALUATION PROCESS, INTERVIEWS, AND SELECTION OF CONSULTANTS FOR A PROJECT

- 7.1 In order to evaluate the Proposals, an evaluation team consisting of AOC OCCM staff, as appropriate, will be assigned by the AOC.
- 7.2 The evaluation team will initially determine if the Proposal submitted conforms to the requirements of this RFP. Prospective Consultants that submitted Proposals failing to meet RFP requirements will, as soon as practicable, be notified in writing by e-mail.
- 7.3 The evaluation team will evaluate and grade the remaining Proposals with the qualifications being judged weighted as indicated below. In the process of grading the Proposals submitted, OCCM Staff may contact previous Clients whose names have been provided in the Proposals in order to verify the experience and performance of the prospective Consultant, their key personnel, and their key sub-consultants, as appropriate.
- 7.4 Qualifications to be evaluated:

WEIGHT	QUALIFICATIONS TO BE EVALUATED
15%	Demonstrated breadth of experience during the past 5 years in actually performing the land surveys and the other related services requested in this RFP that the prospective Land Surveyor proposes to actually provide to the State. Includes experience with commercial properties and, if any, with government entities.
50%	Price of the services offered.
15%	Demonstration that the prospective Land Surveyor has actually provided high quality accurate land surveys including maps and plats, and has in fact provided the other related services it proposes to provide in its Proposal.
10%	Demonstration that prospective Land Surveyor actually has an effective quality control program in place and operational.
10%	Breadth of Geographic Area in which prospective Service Providers will commit to providing Land Surveys and related services to the AOC.

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- 7.5. Based upon this initial evaluation, the AOC will select a list (estimated at 3 to 5 in number) of short listed firms. The selected firms will be invited for in person interviews.
- 7.6. Following the interviews, the evaluation team will re-grade the Proposals, taking the results of the Interview into consideration, and, using the assigned weights, determine the highest ranking Consultant(s).

7. CONTRACT TERMS

The AOC intends to contract with the Service Provider using a master agreement that establishes the overall Statement of Work describing the services to be provided, the obligations of the parties, and the prices and fees to be charged. Each assignment will be authorized under the master agreement in a signed work authorization. Each such work authorization will include details about the nature of the particular assignment the service provider will perform for the AOC, the timeline(s) for the assignment(s), reporting guidelines, and other information, as well as the fixed price for the services authorized in that work authorization.

The master agreement that shall be used is provided as a separate document in the website posting of this RFP. The term of the Agreement will begin on , 2010, will run for 1 yearly period, and be subject to renewal for 3 additional yearly periods at the sole option of the AOC. The Agreement contains terms and conditions that will apply to your business transactions and legal obligations with the AOC. Prospective Service Providers are advised to become knowledgeable with the Agreement before providing a Proposal.

The AOC reserves the right to modify or update the standard agreement in whole or in part at any time up to the signing of the agreement.

8. DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION GOALS

The State of California requires contract participation goals of a minimum of three percent (3%) for disabled veteran business enterprises (DVBE's). The AOC is subject to this participation goal. Upon selection of a Service Provider for participation in a contract

with the AOC, the AOC requires that the selected Service Provider demonstrate DVBE compliance and complete a DVBE Compliance Form. If it would be impossible for the selected Service Provider to provide DVBE participation in its work effort, explanation of why and written evidence of a “good faith effort” to achieve participation must be provided (see Attachment C for details). Information about DVBE resources can be found on the Executive Branch’s internal website at <http://www.dgs.ca.gov/default.htm>. or by calling the Office of Small Business and DVBE Certification at 916-375-4940.

ATTACHMENT A

JUDICIAL COUNCIL OF CALIFORNIA ADMINISTRATIVE OFFICE OF THE COURTS

ADMINISTRATIVE RULES GOVERNING REQUESTS FOR PROPOSALS

A. General

1. This solicitation (the “RFP”) (including, without limitation, any modification made thereto in the course of the solicitation), the evaluation of materials to be submitted in response to this solicitation (the “Proposal(s)”), the award of any contract, and any issues to be raised with regards to this solicitation or to these Administrative Rules Governing Requests for Proposals themselves (the “Administrative Rules”) shall be governed by these Administrative Rules. By the act of submission of a Proposal, prospective consultants agree to be bound by these Administrative Rules. If a prospective consultant has objections to the Administrative Rules, they must be dealt with in accordance with the provisions of Section B.
2. In addition to explaining the Administrative Office of the Courts’ (AOC’s) requirements and needs for goods and/or services, the RFP includes instructions which prescribe the format, content, and the date and time due of Proposals that are being solicited. Consultants must adhere to all instructions provided in the RFP when submitting Proposals.

B. Errors in the RFP or Administrative Rules

1. If a prospective consultant who desires to submit a Proposal discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP; is of the opinion that the structure of the RFP does not provide a correct or optimal methodology for the solicitation of the goods and/or services sought; believes that one or more of the RFP’s requirements is onerous or unfair; believes that the RFP unnecessarily precludes less costly or alternative solutions; or has objections to these Administrative Rules, the prospective consultant must, at least 2 full AOC business days before the due date of the Proposals, provide the AOC with written notice of the same. The written notice shall be accompanied by a written explanation of why the prospective consultant is of the opinion that the RFP or the Administrative Rules should be changed, as well as a written description of the modification sought. Said written notice must be in the form of an e-mail submitted to the e-mail address established for the submission of questions in the RFP. Failure to provide the AOC with such written notice as

specified above on or before the time specified above forfeits the prospective consultant's right to raise such issues later in the solicitation process.

2. Without disclosing the source of the request, the AOC will evaluate the request and will, prior to the date established for submission of the Proposals, at its sole discretion determine if it chooses to modify the RFP. Any modification is made it will be published by the AOC to the AOC's website advertising the solicitation.
3. If a prospective consultant submitting a Proposal knows of (or if it can be reasonably demonstrated should have known of) an error in the RFP but fails to notify the AOC of the error as prescribed above, the prospective consultant is submitting a Proposal at its own risk, and, if awarded the work, shall not be entitled to additional compensation or time for performance by reason of such error later identified, or by reason of its later correction by the AOC.

C. Questions and Confidentiality

1. Prospective consultants are entitled to ask questions about the RFP and the nature of the goods and/or services being solicited in accordance with the procedure for the submission of such questions specified in the RFP. Except as otherwise specified below, the AOC's responses to questions submitted shall be published to the public website for the procurement.
2. Any material that a prospective consultant considers to be confidential but that does not meet the disclosure exemption requirements of the California Public Records Act may in fact be made available to the public as a public record, and prospective consultants are hereby advised not to include such information in their Proposals.
3. If a prospective consultant's question or a reasonably expected AOC response would reveal information that the prospective consultant considers to be proprietary, the prospective consultant should submit the question in writing, conspicuously marking it as "CONFIDENTIAL". Accompanying the question, the prospective consultant must submit a written statement explaining how the publishing of said question or the reasonably expected AOC response would damage the prospective consultant. If the AOC concurs that the disclosure of the question or the AOC's response would expose proprietary information, the question will be answered, but only to that prospective consultant, and both the question and answer will otherwise be kept in confidence. If the AOC does not concur that such information or its response would reveal information of a proprietary nature, the question will not be answered and the prospective consultant will be notified.

D. Addenda

1. In response to questions raised, or at its sole discretion, the AOC may modify the RFP website posting or any of any document(s) provided therein at any time prior to the date and time fixed for submission of Proposals. Such modification shall be made via a posting of such change(s) to the AOC's website.

E. Withdrawal and Resubmission of Proposals

1. A prospective consultant may withdraw its Proposal, but only in its entirety, at any time prior to the deadline for submitting Proposals by notifying the AOC in writing of its withdrawal. Any such notice of withdrawal must bear the signature of an individual and assert that that individual has the requisite authority from their organization to make such a withdrawal. Withdrawals must be made in writing, and must be submitted as a PDF document by e-mail to the e-mail address established for the submission of questions in the RFP document.
2. A prospective consultant who has withdrawn a Proposal may thereafter submit a new Proposal, provided that it is received at the AOC no later than the Proposal due date and time specified in the RFP.
3. Withdrawals made in any other manner, regardless of whether oral or written, will not be considered, and, if received, will not be accepted as valid.
4. Proposals cannot be withdrawn after the Proposal due date and time specified in the RFP.

F. Evaluation Process

1. In accordance with the provisions of the RFP, an evaluation will be made of all Proposals rightfully received, to determine if they are complete with regard to the materials required for submission by the RFP and to determine if they otherwise comply with the requirements established in the RFP.
2. If a Proposal submitted is incomplete with regards to the materials required for submission or fails to meet any other material requirement of the RFP, the Proposal will be rejected. A requirement will be judged to be material to the extent that it is not responsive to or is not in substantial accord with requirements of the RFP. Material deviations cannot be waived.

3. The AOC, at its sole discretion shall have the right to waive immaterial deviations of Proposals with regards to the materials submitted as well as other immaterial deviations from the requirements of the RFP.
4. The AOC's waiver of an immaterial deviation for one prospective consultant shall in no way act to excuse that prospective consultant from material compliance with any other RFP requirement. The AOC's waiver of an immaterial deviation for one prospective consultant shall in no way act to excuse other prospective consultant(s) from material compliance with that same requirement.
5. Proposals that make false or misleading statements or contain false or misleading information may be rejected, if, in the AOC's sole opinion, the AOC concludes that said statements and/or information were intended to mislead the AOC.
6. During the evaluation of the Proposal's, the AOC has the right to require a prospective consultant's representatives to answer questions with regard to the Proposal submitted. Failure of a prospective consultant to demonstrate that the claims made in its Proposal are in fact true may be sufficient cause for deeming a Proposal to be materially in non-compliance with the requirements of the RFP.

G. Proposals: Rejection, Negotiation, Selection Rights

1. In accordance with the provisions of the RFP, the AOC may reject any or all Proposals.
2. The AOC reserves the right to negotiate the content of the Proposal proposed with individual prospective consultants if it is deemed in the AOC's best interest.
3. The AOC reserves the right to make no selection if Proposals are deemed to be outside the fiscal constraints of, or against the best interest of, the State of California.

H. Award of Contract

1. Award of contract, if made, will be in accordance with the provisions of the RFP except to the degree that any immaterial deviation(s) have been waived by the AOC.
2. The actual execution of contracts is subject to availability of the funds necessary to pay for the good and services by the State of California through its budgeting

and appropriations methods. The AOC makes no guarantee of funding through its solicitation for goods and/or services via an RFP.

I. Execution of contracts

1. The AOC will make a reasonable effort to execute a contract for the goods and/or services solicited in the RFP within the time specified in the RFP, or, if no time has been specified in the RFP, thirty (30) calendar days following the date of publication of award. Exceptions to the contract documents posted with the RFP that are raised by a prospective consultant may delay the execution of contracts. If the negotiation of exceptions raised results in a delay of the planned time of execution past the time period allowed for as specified above (unless otherwise extended in writing by the AOC), the AOC, at its sole discretion, shall have the right disqualify the award made.
2. By submitting a Proposal, a prospective consultant consents to the use of the form of contract posted with the RFP rather than its own contract form. Questions about and major exceptions to the contract form should be submitted as questions in accordance with the provisions for the raising and answering of questions as given in the RFP, and not following notification of an award. The AOC will make reasonable attempts to answer such questions, however, the contract will not be negotiated until after the award is made, and prospective vendors shall not construe the AOC's responses to questions as the AOC's final position on a question raised, nor rely on the AOC's answers as a guarantee of a later successful negotiation of terms.

J. Protest procedure

1. All protests are subject to, and shall follow, the process provided below.
2. Failure of a prospective consultant to comply with any of the requirements of the protest procedures set forth in this Section K will render a protest inadequate and will result in rejection of the protest by the AOC. Such failure and subsequent rejection shall act to further forfeit the right of the prospective consultant to continue the protest, and is not appealable under this protest procedure.
3. A protest may only be based upon allegedly restrictive requirement in the RFP or upon alleged improprieties in regard to the AOC's execution of its responsibilities with regard to receipt and evaluation of the Proposals, or grant of award(s) but only as such responsibilities are specified in the RFP document.

A. Protests Based On Allegedly Restrictive Requirements:

Protests alleging restrictive requirements in the RFP must be submitted and will be subject exclusively to the provisions of Section B of these Administrative Rules. Any protest alleging restrictive requirements in the RFP raised later than as specified in Section C will not be considered a valid protest, will be rejected by the AOC, and the prospective consultant shall have no further recourse under this procedure, including no further right of appeal.

B. Protests Based on Alleged Improprieties in Regard to the AOC's Execution of its Responsibilities:

A prospective consultant who has actually submitted a Proposal may protest the AOC's rejection of its RFP for failure to comply with the requirements of the RFP, or upon the basis of an allegation of improprieties with regard to the AOC's responsibility to fairly and impartially evaluate the RFPs and make awards, but only insofar as such responsibilities are specified in the RFP document. In order to be accepted as valid, such protests must meet at least one of the following conditions and must be submitted in writing with the required documentation specified below:

- a. If a Proposal is rejected because of an alleged failure to provide the Proposal to the AOC on or before the date and time due, and/or to the place required, and/or to otherwise properly provide the Proposal with regard to any other requirement necessary to make a correct submission as specified by the RFP, the prospective consultant may file a protest. Said protest must provide verifiable documentation that it has submitted a Proposal in compliance with all the RFP's directives regarding timeliness, place of delivery and/or other required aspects necessary to make a submission. Such protests must be filed within (5) full AOC business days following the date of dispatch of the notice of rejection.
- b. If a Proposal is rejected because the Proposal submitted is incomplete with regards to the materials required to make a submission, or fails to meet any other material requirement of the RFP, the prospective consultant may file a protest. Said protest must provide a written explanation which alleges to reasonably demonstrate that the Proposal submitted was in fact complete and/or is in fact in compliance with the RFP requirement(s) in question. Such protests must be filed within (5) full AOC business days following the date of dispatch of the notice of rejection.
- c. If a Proposal fails to win an award or qualify the prospective consultant for a short listing for further evaluation and the prospective consultant alleges that said failure was due to a failure of the AOC to fairly and impartially execute its

responsibilities with regard to evaluation and award of the work as such responsibilities were specified in the RFP, the prospective consultant may file a protest. Said protest must provide a written explanation which alleges to reasonably demonstrate in what manner the AOC has failed to fairly and impartially execute said responsibilities. Such protests must be filed within (5) full AOC business days following the date of posting of award notices to the AOC website for the RFP.

In order to be considered valid, all such protests to be submitted:

1. Must be submitted by e-mail to the e-mail address established for the submission of questions in the RFP document. PDF documents may accompany the e-mail as further detailed below.
2. Must include the name, address, telephone and facsimile numbers, and email address of the party protesting or their representative.
3. Must provide the title of the solicitation document under which the protest is submitted.
4. Must provide a detailed description of the specific legal and/or factual grounds for the protest and all supporting documentation and evidence available to the protesting party. PDF files of documents are acceptable, but the AOC reserves the right to require originals if it so deems necessary. If the protestor fails to include documentation or evidence which could have reasonably been provided at the time the protest is made, such failure shall act to restrict the introduction of such evidence at a later date.
5. Must provide a detailed description of the specific ruling or relief requested.
6. Must cite **all** protests that the prospective consultant intends to make. Failure to raise a protest in the initial protest submittal shall act to disqualify the raising of that protest at a later date.

Any protest failing to meet or provide the appropriate requirements as noted above shall not be considered valid and will be rejected as non-compliant by the AOC and the prospective consultant shall have no further recourse under this procedure, including any right of appeal.

If the course of investigation of a protest and when the AOC deems necessary, the AOC may request and protestor shall make best efforts to provide further evidence or documentation as requested by the AOC.

The existence of a protest will in no way act to restrict the right of the AOC to proceed with the procurement. The AOC, at its sole discretion, may elect to withhold the contract award(s) until the protest is resolved or denied or may proceed with the award as it deems in the best interests of the State of California.

K. Protest Decisions

The protest will be forwarded to the appropriate Contracting Officer at the AOC, who will assess the protest submission for compliance with the requirements of these Administrative Rules, and, if deemed a valid protest under said rules, shall examine the issues raised and materials provided. Invalid protests shall be returned accompanied with a statement detailing the aspects of the protest submitted that failed to comply with the Administrative Rules.

If the protest submission is deemed valid, the AOC will consider the relevant circumstances surrounding the procurement in its prescription of a fair and reasonable remedy.

The Contracting Officer will endeavor to provide the protesting prospective consultant with a written judgment within ten (10) AOC business days following the day of receipt of the protest. The judgment shall include a description of any relief or remedy that shall be provided.

If awarding a remedy, the AOC shall, at its sole discretion, choose to employ any or a combination of the following remedies:

- Award the contract consistent with the RFP
- Extend an additional award to the protesting prospective consultant
- Terminate the already existing contract that resulted from the RFP and award the contract to the protesting prospective consultant
- Terminate the already existing contract that resulted from the RFP for convenience and re-solicit the RFP
- Refrain from exercising options to extend the term of the contract that resulted from the RFP and re-solicit sooner than originally planned
- Other such remedies as the AOC may deem necessary and appropriate.

While the AOC will endeavor to investigate the protest and provide a written response to the prospective consultant within ten (10) AOC business days, if the AOC requires additional time to review the protest and is not able to provide a response within said period of time, the AOC will notify the prospective protesting consultant of the expected time within which it shall provide a response.

L. Appeals Submission

The Contracting Officer's ruling and any relief specified in the ruling shall be considered the final judgment and adequate relief regarding the protest unless the protesting consultant thereafter seeks an appeal of the ruling or relief prescribed.

All appeals are subject to, and shall follow, the process provided below.

The protestor may seek an appeal of the ruling and/or relief by filing a request for appeal addressed to the AOC's Senior Manager, Business Services, at the same address noted for the submission of questions in the RFP. In order to be accepted as valid, any such appeal must be received by the AOC within five (5) AOC business days following the date of issuance of the AOC Contracting Officer's decision.

The justification for an appeal is specifically limited to the following.

- a. Facts and/or information related to the protest, as previously submitted, that were not reasonably available at the time the protest was originally submitted; or
- b. Allegation(s) that the Contracting Officer's decision regarding the protest contained errors of fact, and that such errors of fact were significant and material factors in the Contracting Officer's decision; or
- c. Allegation(s) that the decision of the Contracting Officer with regards to the protest was in error of law or regulation.

Appeals raising other justifications for appeal shall be rejected as non-compliant and the prospective consultant shall have no further recourse under this procedure, including any further right of appeal.

In order to be considered valid, all requests for appeal must be:

1. Submitted by e-mail to the e-mail address established for the submission of questions in the RFP document and addressed to the AOC's Senior Manager, Business Services. PDF documents may accompany the e-mail as further detailed below.
2. Must include the name, address, telephone and facsimile numbers, and email address of the appealing party or their representative.
3. Must provide the title of the solicitation document under which the appeal is submitted.
4. Must provide a detailed description of the specific legal and/or factual grounds for the appeal and all supporting documentation and evidence available to the protesting party. PDF files of documents are acceptable, but the AOC reserves the right to require originals if it so deems necessary. If the appeal fails to include documentation or evidence which could have reasonably been provided at the time the appeal is made, such failure shall act to restrict the introduction of such evidence at a later date.
5. Must provide a detailed description of the specific ruling or relief requested.
6. Must cite **all** appeals that the protesting prospective consultant intends to make. Failure to raise an appeal in the initial appeal submittal shall act to disqualify the raising of that appeal at a later date.

M. Appeals Decisions

The AOC's Senior Manager, Business Services will assess the appeal submission for compliance with the requirements of these Administrative Rules, and, if deemed a valid appeal under said rules, shall examine the issues raised and materials provided. Invalid appeals shall be returned accompanied with a statement detailing the aspects of the appeal submitted that failed to comply the Administrative Rules.

If the appeal submission is deemed valid, the AOC will consider the relevant circumstances surrounding the procurement in its prescription of fair and reasonable remedy,

The AOC Senior Manager Business Services will endeavor to provide the appealing prospective consultant with a written judgment within ten (10) AOC

business days following the day of receipt of the appeal. The judgment shall include a description of any relief or remedy that shall be provided.

While the AOC will endeavor to investigate the appeal and provide a written response to the prospective consultant within ten (10) AOC business days, if the AOC requires additional time to review the appeal and is not able to provide a response within said period of time, the AOC will notify the appealing prospective consultant of the expected time within which it shall provide a response.

The judgment of the AOC Senior Manager Business Services and any relief or remedy specified shall be final and are not subject to further appeal.

N. News Releases

News releases pertaining to the existence or disposition of a protest or appeal may not be made without prior written approval of the AOC Senior Manager, Business Services.

O. Disposition of Proposal Materials Submitted

All materials submitted in response to the RFP will become the property of the State of California and will be returned only at the AOC's option and at the expense of the prospective consultant submitting the Proposal. One copy of a submitted Proposal will be retained for official files and become a public record.

P. Payment and Withholding

1. Payment terms will be specified in the contract document that will be executed as a result of an award made under this RFP, however, prospective consultants are hereby advised that AOC payments are made by the State of California, and the State does not make any advance payment for services. Payment by the State is normally made based upon completion of tasks as provided for in the agreement between the AOC and the selected consultant.
2. The AOC may withhold ten percent of each invoice until receipt and acceptance of the final good or service procured. The amount of the withhold may depend upon the length of the project and the payment schedule provided in the agreement between the AOC and the awarded consultant.

Attachment B – PROPOSAL CONTENT

Firms shall include all of the following information in their written Proposal. The Proposal should contain the information in the order as set forth below. Responsive proposals should provide straightforward, concise information that addresses the requirements noted below. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on providing materials that conform to the state's instructions, and to completeness and clarity of content.

1. Description of supplementary Standard Land Survey Services:

All service providers are expected to provide Standard Land Survey Services as described in Section 3 of the RFP. If your organization includes additional services as part of the Standard Land Surveys you provide, describe them here.

2. Description of related services offered:

All firms may not be capable of providing the below noted related services. If your firm is capable and willing to provide any of the above services, a complete description of the nature of the service you provide must be provided in your Proposal.

1. ALTA/ACSM Land Title Surveys (2005 minimum standard)
2. Surveys of Utility infrastructure above and below ground
3. Aerial photography/photogrammetry services
4. Elevation Certificate for Flood Insurance purpose (FEMA)
5. Coordination & documentation associated with Phase I and Phase II real estate.

3. Geographic Breadth of Your Services:

Provide a list of all California counties in which you will commit to provide the services you offer to provide in your Proposal.

Provide a list of all California counties in which you have actually provided each service you are offering in your Proposal during the last 36 months including: the name(s), addresses, and telephone numbers of your clients in those counties and the name and telephone number of individual within the client's organization who can be contacted to confirm that the service was provided.

4. Licensing:

Provide a list of the names and copies of the licenses of all licensed individuals currently on your staff that you intend to use to provide Land Surveys or any of the other related services you propose to provide.

If applicable law dictates that the selected Service Provider itself be licensed in any form for the provision of any service contemplated under this RFP and proposed to the AOC via its Proposal, the selected Service Provider is required to provide proof of such licensing, including the licensing entity and license numbers, here in its Proposal.

5. References, Summary of Business Activity, and Examples of Completed Projects:

1. Names, addresses, and telephone numbers of five (5) references/clients for whom the Service Provider has provided the services being offered to the AOC at some point in the last 12 months. The AOC will speak with the references/clients listed by the Service Provider. By virtue of submission of the Service Provider's Proposal identifying said clients, Service Provider thereby releases the AOC and said clients from any liability for any and all claims of harm caused to Service Provider's reputation by virtue of said discussions.
2. Business Activity information as requested.
3. Examples of Completed Projects as requested

6. Land Survey Prices:

The proposal must include the Service Provider's proposed price schedule for each type of survey as described in the pricing matrix which can be found in Attachment B. Prices given must be actuals that you will contractually commit to and cannot be described as estimates. Prices must be quoted according to the characteristics of the survey to be performed and in the form of the table provided in Attachment B of this RFP. Do not provide pricing in other formats.

The State will not be reimbursing Service Providers for travel and living expenses incurred in the cost of providing a Service, or for hours spent traveling to and from a jobsite.

Prices will be fixed for the first two annual periods of the contract. Prices are subject to escalation in option years 3 and 4. Escalation must be based on a single percentage increase applicable to all services and hourly rates. Quote the escalation percentage you are willing to commit to in your Proposal, but provide pricing tables with your Proposal that show the fixed prices for each service for all 4 yearly periods.

7. Proposal Exercise and Cost Out:

Please see attachment F for a sample survey work and provide price to complete the work.

8. Sample Completed Survey Work:

Provide a sample of a completed Land Survey as described in the attached form.

Format for Submission of Proposals:

1. Description of supplementary Standard Land Survey Services

2. Description of related services offered

3. Geographic Breadth of Your Services

4. Licensing:

Provide a list of the names and copies of the licenses of all licensed individuals currently on your staff that you intend to use to provide Land Surveys or any of the other related services you propose to provide.

5. References, Summary of Business Activity, and Examples of Completed Projects:

References:

Name of firm Telephone & Fax Numbers	
Name of Parent Company (if any)	
Former Parent Company Name (if any)	
Years in Surveying Business	
Names of Subcontractors (if any)	
Names of 2 Principals to Contact (please provide contact numbers)	1. 2.
Present Offices City/State/Telephone No.	
No. of personnel in each office	

Summary of Business Activity

Summary of Professional Services Fees received in the last 5 years:	2009	2008	2007	2006	2005
Federal & State Contract work:	\$				
All other Domestic Work:	\$				

Examples of Completed Projects Include contact name and phone numbers for reference

Project Name & Location	Owner's Name & Address	Total Cost of Work	Completion Date

6. Land Survey Pricing Information

Pricing Proposals shall be provided in the format of this table.

Submit 3 Separate Tables: (1) Years 1 and 2; (2) Year 3; and (3) Year 4.

Indicate the percentage increases applied to calculate your year 3 and 4 increases atop the tables submitted for those years.

Lot (parcel) size in acres to be transferred to or purchased by AOC	Firm fixed price for parcel with existing legal description	Firm fixed price for parcel carved off of larger parcel with one new legal description	Additional cost if Topographic survey is requested	Additional cost for each additional legal description for easements.
0.1 to 2				
2.1 to 4				
4.1 to 6				
6.1 to 8				
8.1 to 10				

7. Proposal Exercise and Cost Out:

Please see attachment F for a sample survey work and provide price to complete the work. Provide price to carve off Parcel 1 shown with total area of 58,421 SF which includes environmental set backs on the Exhibit attached. There is an access easement on adjacent parcel from Sierra Park Road. Provide breakdown of price showing field work and survey cost, printing, reproduction and recording etc.

Job location is Mammoth Lake, Mono County.

Refer to attached sketches and preliminary title report in Attachment F for details.

8. Sample of Completed Survey Work:

Furnish one complete set of a completed survey job that was performed during past 12 months. Location address and owners name may be deleted to keep the information confidential. Include map, exhibit and legal description. This information may help AOC in evaluation of the surveyor. This sample survey set may be retained by AOC.

ATTACHMENT C

DVBE PARTICIPATION FORM

Propser Name: _____

RFP Project Title: _____

RFP Number: _____

The State of California Executive Branch’s goal of awarding of at least three percent (3%) of the total dollar contract amount to Disabled Veterans Business Enterprise (DVBE) has been achieved for this Project. *Check one:*

Yes _____ (*Complete Parts A & C only*)

No _____ (*Complete Parts B & C only*)

“Contractor’s Tier” is referred to several times below; use the following definitions for tier:

0 = Prime or Joint Contractor;

1 = Prime subcontractor/supplier;

2 = Subcontractor/supplier of level 1 subcontractor/supplier

PART A – COMPLIANCE WITH DVBE GOALS

Fill out this Part ONLY if DVBE goal has been met; otherwise fill out Part B.

INCOMPLETE DOCUMENTATION MAY RESULT IN DISQUALIFICATION FROM FURTHER PARTICIPATION IN SELECTION PROCESS FOR THIS SOLICITATION

PRIME CONTRACTOR

Company Name: _____

Nature of Work _____ Tier: _____

Claimed Value: DVBE \$ _____

Percentage of Total Contract Cost: DVBE _____%

SUBCONTACTORS/SUBCONTRACTOR/PROPOSERS/SUPPLIERS

1. Company Name: _____

Nature of Work: _____ Tier: _____

Claimed Value: DVBE \$ _____

Percentage of Total Contract Cost: DVBE _____%

2. Company Name: _____

Nature of Work: _____ Tier: _____

Claimed Value: DVBE \$ _____

Percentage of Total Contract Cost DVBE _____%

3. Company Name: _____

Nature of Work: _____ Tier: _____

Claimed Value: DVBE \$ _____

Percentage of Total Contract Cost DVBE _____%

GRAND TOTAL: DVBE _____%

I hereby certify that the "Contract Amount," as defined herein, is the amount of \$_____. I understand that the "Contract Amount" is the total dollar figure against which the DVBE participation requirements will be evaluated.

<i>Firm Name of Proposer</i>	
<i>Signature of Person Signing for Proposer</i>	
<i>Name (printed) of Person Signing for Proposer</i>	
<i>Title of Above-Named Person</i>	
<i>Date</i>	

PART B – ESTABLISHMENT OF GOOD FAITH EFFORT

Fill out this Part ONLY if DVBE goal will not be met but you have made a good faith effort to meet such goal.

INCOMPLETE DOCUMENTATION MAY RESULT IN DISQUALIFICATION FROM FURTHER PARTICIPATION IN SELECTION PROCESS FOR THIS SOLICITATION

1. List contacts made with personnel from state or federal agencies, and with personnel from DVBEs to identify DVBEs.

<i>Source</i>	<i>Person Contacted</i>	<i>Date</i>

2. List the names of DVBEs identified from contacts made with other state, federal, and local agencies.

<i>Source</i>	<i>Person Contacted</i>	<i>Date</i>

3. If an advertisement was published in trade papers and/or papers focusing on DVBEs, attach proof of publication.

<i>Publication</i>	<i>Date(s) Advertised</i>

4. Solicitations were submitted to potential DVBE contractors (list the company name, person contacted, and date) to be subcontractors. Solicitation must be job specific to plan and/or contract.

<i>Company</i>	<i>Person Contacted</i>	<i>Date Sent</i>

5. List the available DVBEs that were considered as subcontractors or suppliers or both. (Complete each subject line.)

<i>Company Name:</i>	
<i>Contact Name & Title:</i>	
<i>Telephone Number:</i>	
<i>Nature of Work:</i>	
<i>Reason Why Rejected:</i>	

<i>Company Name:</i>	
<i>Contact Name & Title:</i>	
<i>Telephone Number:</i>	
<i>Nature of Work:</i>	
<i>Reason Why Rejected:</i>	

<i>Company Name:</i>	
<i>Contact Name & Title:</i>	
<i>Telephone Number:</i>	
<i>Nature of Work:</i>	
<i>Reason Why Rejected:</i>	

PART C – CERTIFICATION

I hereby certify that I have made a diligent effort to ascertain the facts with regard to the representations made herein and, to the best of my knowledge and belief, each firm set forth in this bid as a Disabled Veterans Business Enterprise complies with the relevant definition set forth in section 1896.61 of Title 2, and section 999 of the Military and Veterans Code, California Code of Regulations. In making this certification, I am aware of section 10115 *et seq.* of the Public Contract Code that establishes the following penalties for State Contracts:

Penalties for a person guilty of a first offense are a misdemeanor, civil penalty of \$5,000, and suspension from contracting with the State for a period of not less than thirty (30) days nor more than one (1) year. Penalties for second and subsequent offenses are a misdemeanor, a civil penalty of \$20,000 and suspension from contracting with the State for up to three (3) years.

IT IS MANDATORY THAT THE FOLLOWING BE COMPLETED ENTIRELY;
FAILURE TO DO SO WILL RESULT IN IMMEDIATE REJECTION.

<i>Firm Name of Proposer:</i>	
<i>Signature of Person Signing for Proposer</i>	
<i>Name (printed) of Person Signing for Proposer</i>	
<i>Title of Above-Named Person</i>	
<i>Date</i>	



ADMINISTRATIVE OFFICE
OF THE COURTS

OFFICE OF COURT CONSTRUCTION
AND MANAGEMENT

Attachment D:

Request for Proposals Form for Submission of Question

RFP Number: OCCM-FY-2009-07-JMG

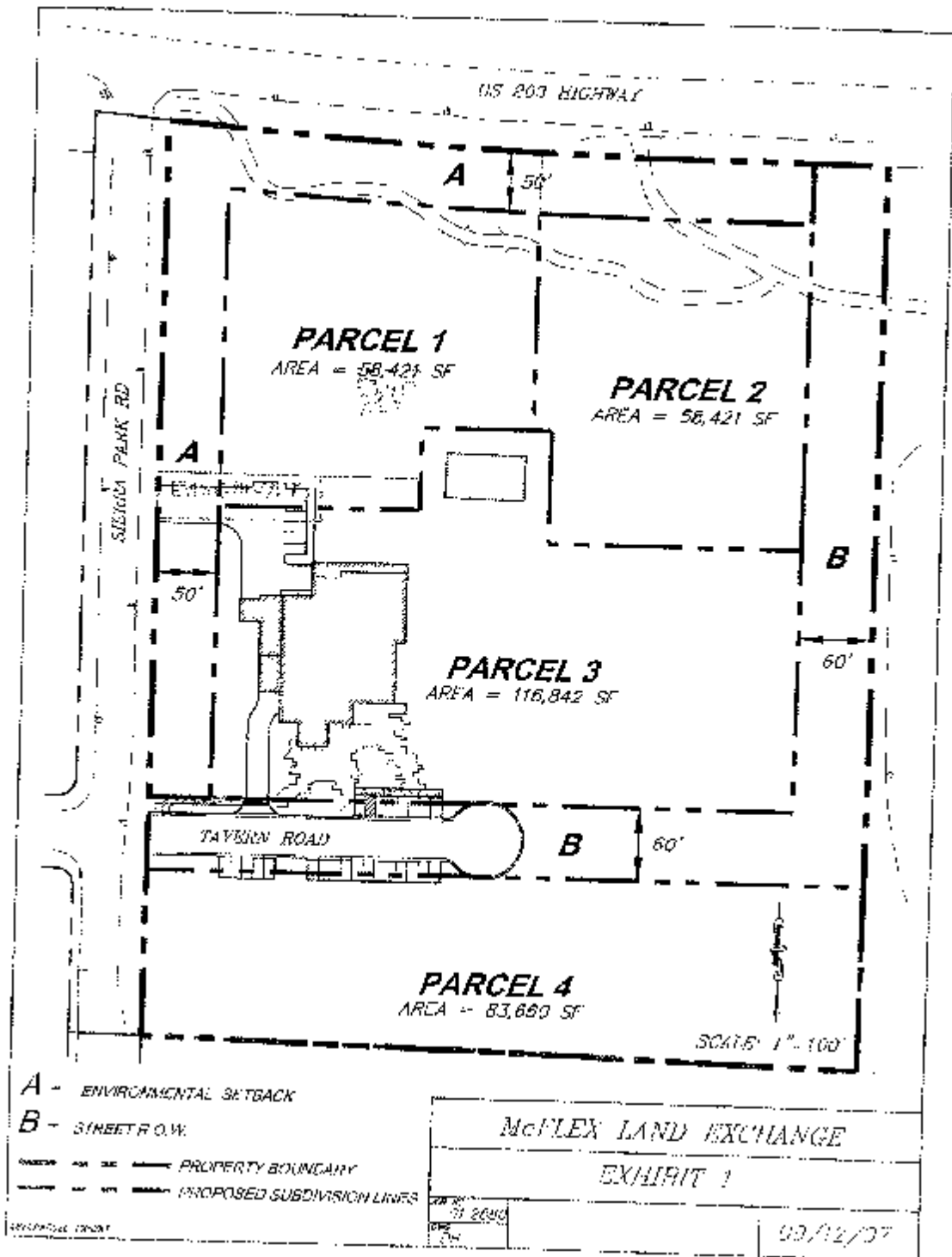
	Your Organization's Name:		
#	Solicitation Reference	Question	Response
1			
2			
3			
4			
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10			
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14			
15			

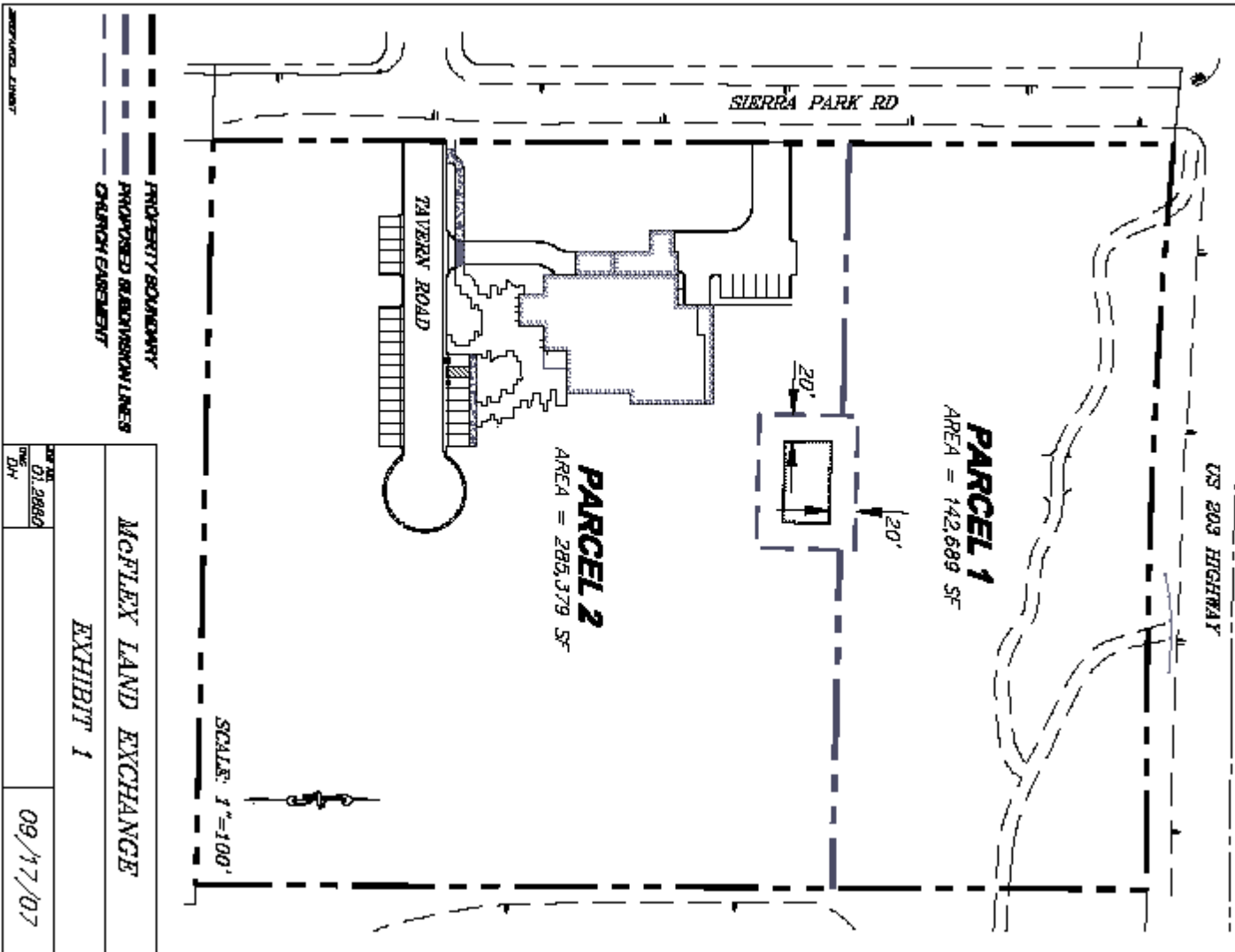
Attachment E

Payee Data Record Form

This form is provided only in the PDF file posting of this RFP.

Attachment F – Pricing Project Details







TITLE SUPPLEMENT

SERVING INYO AND MONO COUNTIES
SINCE 1913

INYO-MONO TITLE COMPANY
873 NORTH MAIN STREET
BISHOP, CA 93514
PHONE (760) 872-1741 FAX (760) 873-8835

CHICAGO TITLE COMPANY
ATTN: MARK E. RASKIN
700 S. H. OWLER STREET #810
LOS ANGELES, CA 90017

DATE ISSUED: APRIL 11, 2007

YOUR REFERENCE: 80602684
OUR FILE NO.: 129600

THE ABOVE NUMBERED REPORT, INCLUDING ANY SUPPLEMENTS OR AMENDMENTS THERETO IS HEREBY MODIFIED AND/OR SUPPLEMENTED IN ORDER TO REFLECT THE FOLLOWING ITEMS RELATING TO THE ISSUANCE OF A CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE FORM POLICY OF TITLE INSURANCE AS FOLLOWS:

OUR REPORT NO. 129600 DATED JANUARY 2, 2007 HAS BEEN AMENDED WITH THE LEGAL DESCRIPTION NOW READING AS FOLLOWS:

THAT PORTION OF THE SOUTHEAST QUARTER SECTION 35, TOWNSHIP 3 SOUTH, RANGE 27 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE TOWN OF MAMMOTH LAKES, COUNTY OF MONO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL GOVERNMENT PLAT THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BLM BRASS CAP AS SHOWN ON BLM DEPENDENT RESURVEY PLAT 44 219-D AT THE CENTER OF SAID SECTION 35; THENCE ALONG THE CENTER SECTION LINE OF SAID SECTION NORTH 00°16'48" EAST 165.44 FEET TO A BLM BRASS CAP AT A 1/2" CORNER PER SAID PLAT, THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID CENTER SECTION LINE NORTH 00°16'48" EAST 759.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF HIGHWAY 203 AS DESCRIBED IN HIGHWAY EASEMENT DEED FROM THE USA TO CALIFORNIA DEPARTMENT OF TRANSPORTATION RECORDED IN BOOK 518 PAGE 328 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID POINT BEING A NON-TANGENT 5000.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY THROUGH WHICH A RADIAL LINE BEARS SOUTH 35°54'41" WEST; THENCE EASTERLY ALONG SAID RIGHT OF WAY LINE AND CURVE AN ARC LENGTH OF 495.37 FEET THROUGH A CENTRAL ANGLE OF 65°36'00"; THENCE CONTINUING ALONG SAID RIGHT OF WAY SOUTH 89°41'29" EAST 160.43 FEET TO A POINT ON A LINE PARALLEL TO AND DISTANT EASTERLY 845.00 FEET MEASURED AT RIGHT ANGLES FROM SAID CENTER SECTION LINE; THENCE ALONG SAID PARALLEL LINE SOUTH 00°16'48" WEST 746.31 FEET MORE OR LESS TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER SOUTH HALF SOUTHWEST QUARTER SOUTHWEST QUARTER NORTHEAST QUARTER OF SAID SECTION 35 PER SAID PLAT; THENCE ALONG SAID NORTH LINE NORTH 85°40'09" WEST 845.11 FEET TO THE TRUE POINT OF BEGINNING

5

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO:
California Department of Transportation
600 South Main Street
Bishop, California 93514

STATE BUSINESS - NO RECORDING FEE
(Gov. Code 27303)

BY: NANCY ESCALLER
Field Office Chief, R/W

Doc # 20020803495
Page 1 of 6
Date: 3/6/2002 1:46:56 PM
Filed by: BTW/EBF (A)
Filed & Recorded in Official Records
of KING COUNTY
KING COUNTY
KING-COUNTY
Fee: \$8.18

State Above the Title for Recorder's Use

HIGHWAY EASEMENT DEED

THIS DEED, made this 04th day of April, 2002, by and between the UNITED STATES OF AMERICA, acting by and through the DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION, hereinafter referred to as the Department, and the STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the Grantee:

WITNESSETH:

WHEREAS, the Grantee has filed application under the provisions of the Act of Congress of August 27, 1958, as amended (23 U.S.C. Section 317 and/or Section 307), for the right-of-way of a highway over certain federal land in the State of California under the jurisdiction of the United States Department of Agriculture, Forest Service, which land has been appropriated by the Department, and

WHEREAS, this transfer is further authorized under the provisions of the Act of Congress approved October 15, 1966, (80 Stat. 931, 937, Section 6 (a)(1)(A)), and

WHEREAS, the Federal Highway Administrator, pursuant to delegation of authority from the Secretary of Transportation, has determined that an easement over the land covered by the application is reasonably necessary for a right-of-way for the construction, operation and maintenance of State Route 09-MNDG-203, Federal Aid Primary Route 203 in Mono County, and

WHEREAS, the United States Department of Agriculture, acting by and through the Forest Service, in its consent to the appropriation of the federal land, has agreed to the transfer by the Department of an easement over the land to the Grantee, and

WHEREAS, the Grantee with respect to activities related to the Property, agrees that (a) no person shall, on the grounds of race, color, national origin, sex, age, disability, or religion be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to the Grantee's operations, programs, or activities conducted on the Property, (b) that the Grantee shall use said land so conveyed in compliance with all requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964 (42 U.S.C. section 2000d to 2000d-4) and all applicable civil rights provisions of other Federal statutes.

1 of 6

03/06/02



TITLE SUPPLEMENT

SERVING INYO AND MONO COUNTIES
SINCE 1913

INYO-MONO TITLE COMPANY
873 NORTH MAIN STREET
BISHOP, CA 93514
PHONE (760) 872-1741 FAX (760) 872-8835

CHICAGO TITLE COMPANY
ATTN: MARK E. RASKIN
700 S. FLORENCE STREET #810
LOS ANGELES, CA 90017

DATE ISSUED: APRIL 11, 2007

YOUR REFERENCE: 80502684
OUR FILE NO.: 129600

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