

Request for Proposals

**Plat and legal descriptions
for proposed conservation easements within
Parcel 0297-071-08**



San Bernardino Valley Water Conservation District

Helping Nature Store Our Water

**Filing Deadline:
April 7, 2021 – 4:00 p.m.**

**San Bernardino Valley Water Conservation District
Attn: Daniel Cozad (909) 793-2503**

**Mailing Address/Street Address:
1630 W. Redlands Blvd., Ste. A Redlands, CA 92373-0581**

INTRODUCTION

Background and Project Description

The San Bernardino Valley Water Conservation District (Conservation District) was formed in January 1932 by the Clerk of the Board of Supervisors, San Bernardino County. It provides Groundwater Recharge for the Bunker Hill Basin. The District has a five-member Board of Directors elected by the voters living within the boundaries of the Conservation District.

The Conservation District is the owner of Parcel 0297-071-08 and needs a plat and legal descriptions for a number of proposed conservation easements within the property. The parcel is approximately 111.5 acres with the proposed easement areas totaling 4.2 acres. The parcel is located in Redlands, CA. and is bounded by other Conservation District properties that are used for water conservation (see attached exhibits). The Conservation District will provide the Preliminary Title Report for the property at a latter date.

The contract for the Plat and Legal Descriptions for Parcel 0297-071-08 will be an agreement between Conservation District and the consultant. A copy of the standard agreement is attached to this RFP. The consultant will work under the direction of the Conservation District General Manager. Funding for the consultant services will be provided by Conservation District utilizing local funding sources. The contract will be awarded after Board approval or by approval of the Conservation District General Manager.

PROPOSAL

The procurement schedule is as follows:

Date	Event
3/17/2021	Release of Request for Proposal
4/7/2021	Deadline for Receipt of Proposals
4/15/2021	SBVWCD Board of Directors Approval
4/16/2021*	Notice to Proceed

** Dates are estimated*

One (1) electronic copy submitted by email to efogerson@sbywcd.org must be submitted. Please submit proposals to:

San Bernardino Valley Water Conservation District
Daniel Cozad, General Manager
1630 W. Redlands Blvd., Ste. A
Redlands, CA 92373-0581
(909) 793-2503

Questions and Answers

Questions concerning this RFP shall be submitted via e-mail to efogerson@sbywcd.org. Answers to any questions posed in writing shall be provided to all known proposers by email.

SCOPE OF WORK/SERVICES

The consultant shall prepare a plat and legal descriptions for four (4) proposed conservation easements within Parcel 0297-071-08. The scope of work includes the following.

- A. Conduct research and investigation of existing record documents affecting the project. The Conservation District will provide the Preliminary Title Report of the property and CADD information for the proposed easements. A Record of Survey of the site is included in the RFP.
- B. Provide general project management and administration for project development. Monitor, coordinate, and communicate project progress.
- C. Provide field and office personnel to prepare a plat and legal descriptions with those documents prepared as described elsewhere in this RFP and per local and State requirements and guidelines. Work shall include supervision, coordinate, calculations, and analysis required to establish boundary lines of the parcel and prepare metes and bounds legal descriptions. The plat is to be used as an exhibit for a proposed conservation easement deed. The deed will be prepared and processed by the Conservation District. The plat exhibit will include items such as the property boundary, general site planimetrics, an easement geometry table, appropriate record data, parcel legal description, existing easements, north arrow, scale, and whatever other appropriate information not listed. The Conservation District will provide a CADD file of the easements based upon the State Plane Coordinate system. The consultant will be required to adjust the CADD data as needed to align with the parcel record data and respond to any District comments and revise if necessary.
 - a. If monumentation is needed and is not present, provide the Conservation District with a cost estimate for the placement of monumentation to complete the work. No additional services or costs will be incurred until written authorization has been provided by the Conservation District.
- D. Provide similar conservation easement related services on an on-call basis at agreed not to exceed prices or on a time and materials basis, both billed according to the submitted rate schedule.

SUBMITTAL REQUIREMENTS

The proposal is expected to be concise, direct and without excessive support material, such as general company information or extensive curriculum vitae. The following minimum information should be provided in each proposal and will be utilized in evaluating each proposal submitted.

- A. A brief summary of the firm's qualifications, including background and experience, focusing in particular with the firm's past undertaking of similar projects.
- B. A brief summary of the experience and qualifications of project manager and other key members of the project team, as well as the expected level of responsibility expected related to this project. List education, training, professional work experience, and a list of work performed which is

comparable to that described within this RFP. Indicate in your proposal any portion of work that would be performed by a subcontractor.

- C. The number of years the firm has been in business.
- D. Three (3) references with the name of the organization, job title, addresses and phone numbers. References should be for other similar public agencies for which the firm is currently or has previously provided compensation study services in the last five years.
- E. Describe your firm's understanding of the project and a detailed scope of services.
- F. Provide a time frame to do the work with a general available start date if awarded the contract.
- G. A fee schedule with an estimation of hours to do the work. In preparing the estimation of hours for this project, the Consultant shall take into consideration the following: the final contract compensation for services provided will be on a time and materials not to exceed amount. The Consultant's standard billing rates for all classifications of staff likely to be involved in the project shall be included with the fee proposal along with the markup rate for any non-labor expenses and subcontractors. The initial estimation of hours and the fee schedule will be used in the negotiation of the final contract amount.
- H. The Consultant shall review the District's attached sample contract agreement and insurance requirements. The proposal shall specify that Consultant will meet the insurance requirements and execute the contract if selected.
- I. The proposal is limited to five (5) pages including any transmittal pages or cover pages.

GENERAL CONDITIONS

Limitations

This Request for Proposal (RFP) does not commit Conservation District to award a contract, to pay any costs incurred in the preparation of the contract in response to this request, or to procure or contract for services or supplies. The Conservation District expressly reserves the right to reject any and all proposals or to waive any irregularity or information in any proposal or in the RFP procedure and to be the sole judge of the responsibility of any firm proposing and of the suitability of the materials and/or services to be rendered. The Conservation District reserves the right to withdraw this RFP at any time without prior notice. Further, Conservation District reserves the right to modify the RFP schedule described above. The Conservation District shall retain its authority to provide direction to the project, monitor the progress and recommend acceptance of final submissions to the Conservation District Board of Directors.

Consultant's Responsibilities

Execute the District's Professional Services Agreement. Maintain insurance at levels appropriated for the services being provided. Selected firms and/or individuals shall provide a certificate of coverage prior to the Conservation District issuing a notice to proceed. Conform to the District's Procurement Policy. Meet with District Staff and selected individuals to discuss the approach and method to proceed. Meet as needed with the General Manager, Administrative Staff, Managers, and selected individuals to review the progress

of the work, to discuss any changes in direction or needed details, and in general to ensure that work is proceeding as required. The Conservation District shall make available to the selected Consultant all relevant plans, studies, reports or documents, as appropriate, for background information and research purposes.

The Consultant shall keep itself informed of all local, State and Federal laws and regulations, including but not limited to those pertaining to conflicts of interest, which in any manner affect those employed by it or in any way affect the performance of its duties under the scope of work. The Consultant shall at all times observe and comply with all such laws and regulations.

Selection Process

The Conservation District has the sole authority to select a Consultant or a team of Consultants for this project and reserves the right to reject any and all proposals. The Conservation District reserves the right to continue negotiations after submission of the proposals. The Conservation District reserves the right to retain all proposals submitted and to use any ideas in a proposal, regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the proposing Consultant of the conditions contained in this request for qualifications, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Conservation District and the Consultant selected.

All submittals will become the property of the Conservation District. Information in responses will become public property and will be subject to applicable public records laws. The Conservation District reserves the right to make use of any information or ideas in the responses, regardless of whether a proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals.

RFP finalists will present oral presentations regarding their firms and any special expertise in the necessary areas. All finalists may be required to participate in negotiations and submit pricing, technical, or other revisions of their proposals as may result from negotiations. Conservation District also reserves the right to award the contract without discussion, based upon the initial proposals or negotiation. Accordingly, each initial proposal should be submitted on the most favorable terms to the Conservation District.

Evaluation Process and Criteria

Evaluation of proposals shall be based upon a competitive selection process. Review and evaluation of the submitted proposals will be based upon the following criteria:

- A. Experience on similar projects for small and specialized agencies and of similar scope and complexity
- B. Approach to the project and demonstrated project understanding.
- C. Demonstrated ability to perform tasks efficiently and produce a cost-effective report that meets the needs and preferences of the District.
- D. Demonstrated success in preparing studies and plans agencies can implement.
- E. Responsive schedule and completion date
- F. Exceptions to the Standard Terms and Conditions in the Services Agreement (attached)
- G. Interview presentation and any responses to questions asked by the Conservation District in the proposal review process, should interviews be conducted or questions asked.

RFP Addendum

Any changes to the RFP requirements will be made by written addenda by Conservation District and shall

be considered part of the RFP. Upon issuance, such addenda shall be incorporated in the agreement documents and shall prevail over inconsistent provisions of earlier issued documentation.

Verbal Agreement or Conservation

No prior, current, or post-award verbal conversations or agreement(s) with any officer, agent, or employee of Conservation District shall affect or modify any terms or obligations of the RFP, or any contract resulting from this RFP.

Costs for Proposal Preparation and Pre-contractual Expenses

Pre-contractual expenses are defined as expenses incurred by applicants and the selected contractor in:

- 1) Preparing proposals in response to this RFP
- 2) Submitting proposals to Conservation District
- 3) Negotiations with Conservation District on any matter related to proposals
- 4) Other expenses incurred by a contractor or proposer prior to the date of award of any agreement.

In any event, the Conservation District shall not be liable for any pre-contractual expenses incurred by any applicant or selected contractor. Applicants shall not include any such expenses as part of the price proposed in response to this RFP. Conservation District shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

Signature

The proposal will also provide the following information: name, title, address, telephone number and email of the individual(s) with authority to bind the company and designated contact(s) during the period of proposal evaluation. The proposal shall be signed by an official authorized to bind the company and shall contain a statement to the effect that the proposal is a firm offer for at least a sixty (60) day period. Execution of the contract is expected about April 14, 2021.

Term

The term of the agreement is expected to be 90 days.

Fiscal Limitation Clause

The Agreement may be terminated at the end of any fiscal year, June 30th, without further liability other than payment incurred during such fiscal year, should funds not be appropriated by its governing body to continue services for which the agreement was intended.

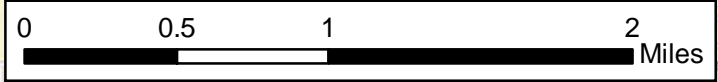
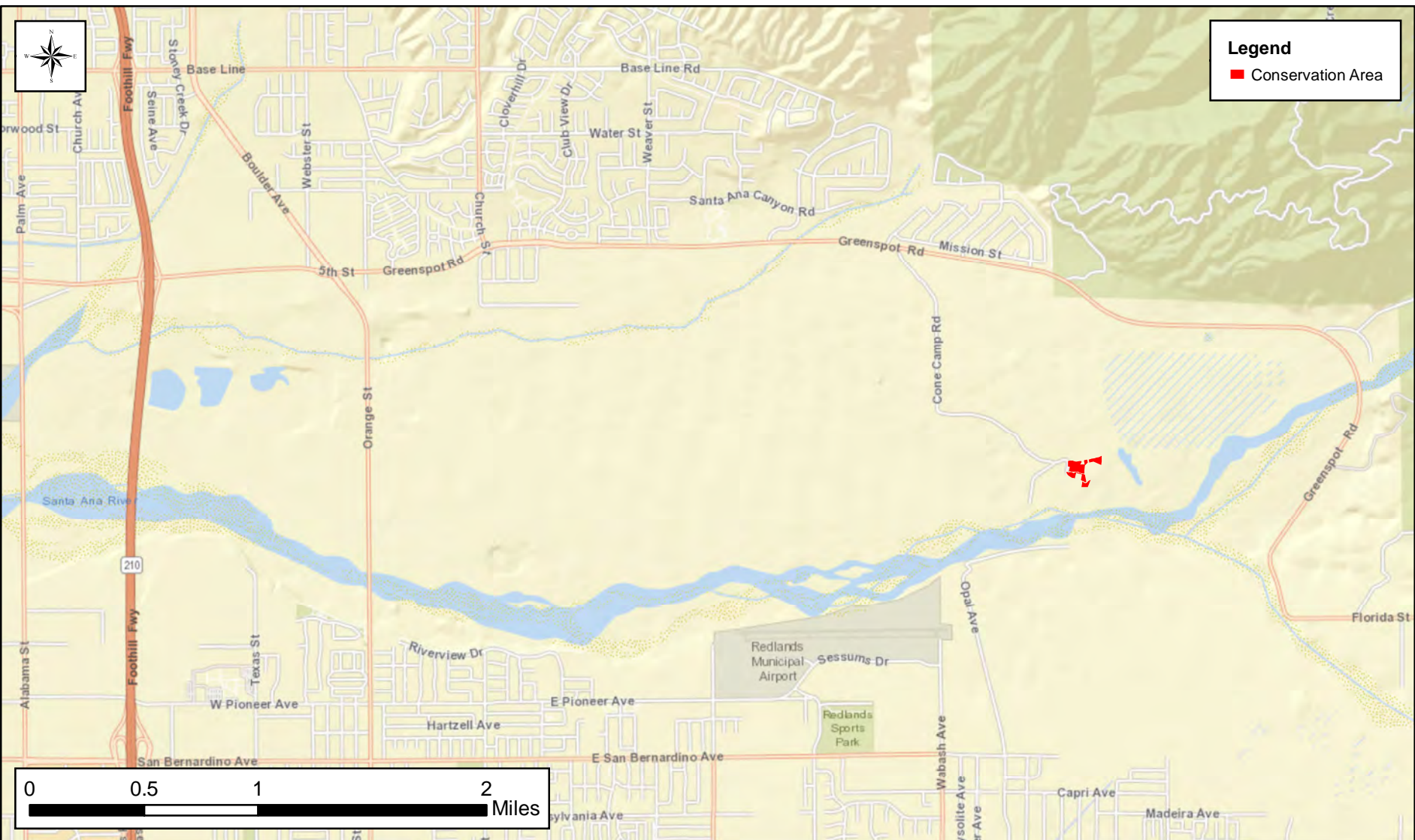
Payment Schedule

Fees for eligible services rendered shall be billed on a monthly or hourly basis. Payment will not be authorized for services rendered and/or expenses incurred prior to award. The consultants(s) should forward a copy of all invoices for payment for work performed and associated expenses, by the fifteenth (15th) day of each month for prior month's work.

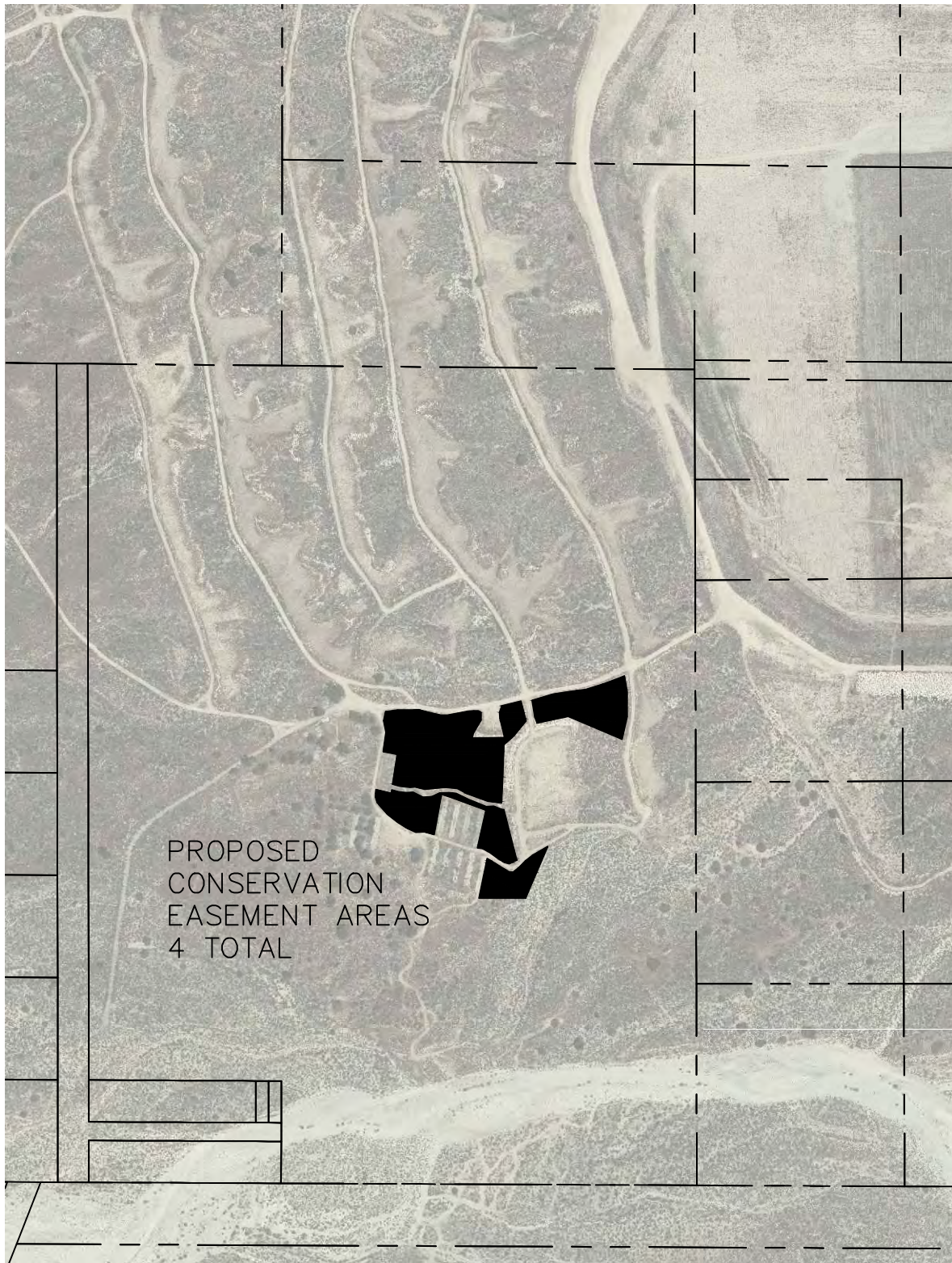


Legend

- Conservation Area

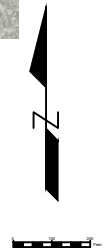


CONSERVATION AREA EXHIBIT



PROPOSED
CONSERVATION
EASEMENT AREAS
4 TOTAL

PARCEL LEGAL DESCRIPTION:
W 1/2 SE 1/4 SEC 7 TP 1S R 2W AND CHICAGO SUB
TO REDLANDS LOTS 9 10 11 12 13 14 AND 15 AND
PTN CONE CAMP RD AND OPAL AVE VACATED



**CONTRACT SERVICES AGREEMENT
FOR
PROFESSIONAL SERVICES**

THIS PROFESSIONAL SERVICES AGREEMENT FOR PREPARATION OF _____ SAN BERNARDINO COUNTY ("Agreement") by and between the **SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT**, a California Special District ("SBVWCD" or "District"), and _____ ("Consultant"), is effective upon the later date on which this Agreement is signed by District and Consultant ("Effective Date").

NOW THEREFORE, the parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall _____, San Bernardino County in accordance with the Scope of Work and proposal shown as Attachment A. Consultant warrants that all work and services will be performed in a competent, professional, and satisfactory manner.

1.2 Authorization to Begin, Schedule and Retention Term. Consultant's term to begin work or services, shall initiate upon receipt of a Notice to Proceed by District. Further, no work or services other than that described in the Scope of Work Tasks ___ shall be initiated by the Consultant without written authorization of the District and documented as a Change Order to this agreement.

1.3 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with applicable ordinances, resolutions, statutes, rules, and regulations of the District and any Federal, State, or local governmental agency of competent jurisdiction.

1.4 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, the Consultant shall be paid at time and material per the attached fee schedule and at an amount not to exceed a total payment of _____ dollars (\$_____).

2.2 Method of Payment. Provided that Consultant is not in default under the terms of this Agreement, the Consultant shall be paid monthly for Tasks _____ described in the Scope of Work, under submission of an invoice, provided that prior to payment of the final invoice, all work authorized by the District shall be completed including delivery of final documentation.

2.3 Content of Invoices. Each invoice submitted by the Consultant shall reflect the amount of time; a detailed narrative description of the work performed within that time by each employee or sub-consultant for each task, and any materials or other direct costs. Invoices without this information

shall not be paid.

3.0 COORDINATION OF WORK

3.1 Representative of Consultant _____ is hereby designated as the principal representative of the Consultant, authorized under all applicable laws to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith.

3.2 Contract Officer. The General Manager is hereby designated as the representative of the District, authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith ("Contract Officer"). The District also designates _____ as Project Manager, who is authorized to direct work of the Consultant.

3.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part Consulting Work required of Consultant herein without the prior express written approval of the District. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of the District. Any such prohibited assignment or transfer shall be void.

3.4 Independent Consultant. Consultant shall perform all work and services required herein as an independent contractor of the District and shall remain under only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of the District.

4.0 INSURANCE AND INDEMNIFICATION

4.1 Insurance. The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to District, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

4.1-01 Workers' Compensation Insurance. By signature hereunder, Consultant certifies that Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Consultant will comply with such provisions before commencing the performance or the work of this Agreement.

4.1-02 Workers' Compensation and Employer's Liability Insurance. The Consultant and all sub-consultants shall cover or insure under the applicable laws relating to workers compensation insurance, each of their employees involved in any way in carrying out the work contemplated under this Agreement, all in accordance with the Worker's Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The Consultant shall provide employer's liability insurance in the amount of, at least, \$1,000,000 per accident for bodily injury and disease.

4.1-03 Liability Insurance. The Consultant shall provide and maintain at all times

during the performance of this Agreement, the following commercial general liability insurance:

4.1-03.01 Coverage. Coverage shall be at least as broad as the following:

Commercial General Liability Commercial General Liability coverage (Occurrence Form CG 0001) in the amount of one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2501 or insurer's equivalent endorsement provided to the District) or the general aggregate limit shall be twice the required occurrence limit.

Professional Liability. Professional Liability appropriate to the Consultant's profession covering Consultant's wrongful acts, negligent actions, errors or omission in the amount of one million dollars (\$1,000,000) per claim and annual aggregate.

4.1-03.02 Required Provisions. The policies specified in Section 4.1-03.01 is to state or be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days (10 days for nonpayment of premium) prior written notice by U.S. mail has been given to the District.

4.1-03.03 Required Format. All of the liability insurance shall be provided on policy forms satisfactory to the District. All insurance correspondence, notations, certificates, or other documents from the insurance carrier or agent/broker shall each separately reference the District project number.

4.1-03.04 Deductibles and Self-Insured Retention. Any deductible or self- insurance retention must be declared to and approved by the District. At the option of the District, the insurer shall reduce or eliminate such deductibles or self-insured retention.

4.1-03.05 Acceptability of Insurers. Insurance is to be placed with insurers having a current A.M. Best's rating of no less than A-:VII or equivalent or as otherwise approved by the District.

4.1-03.06 Evidences and Cancellation of Insurance. Prior to execution of the Agreement, the Consultant shall file with the District evidence of insurance satisfactory to the District. The insurer will give by U.S. mail written notice to the District at least thirty (30) days prior to the effective date of any cancellation, except for nonpayment of premium for which ten (10) days prior written notice will be given. The Consultant shall, upon demand of the District, deliver to the District all such policy or policies of insurance and the receipts of payment of premiums thereon.

4.1-03.07 Errors and Omissions/Professional Negligence. Consultant shall procure and maintain errors and omissions insurance, or professional liability insurance, at all times this Agreement is in effect, covering the services to be provided hereunder in the amount of one million dollars per claim and annual aggregate.

4.1-03.08 Sub-Consultants. In the event that Consultant employs other consultants as part of the services covered by this Agreement, consistent with Section 3.3 above, it shall be the

Consultant's responsibility to confirm that each sub-consultant meets the minimum insurance requirements specified above.

4.2 Indemnification. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless and defend the District, its directors, officers, employees, or designated volunteers, and each of them from and against:

4.2-01 Any and all claims, demands, lawsuits, or causes of action, damages, costs, expenses, losses, or liabilities, in law or in equity, of every kind and nature whatsoever for, but not limited to, injury to or death of any person including District and/or Consultant, or any directors, officers, employees or designated volunteers of District or Consultant, and damages to or destruction of property of any person, including but not limited to, District and/or Consultant and their directors, officers, employees or designated volunteers, arising out of or in any manner directly or indirectly connected with the work to be performed under this Agreement, due to the Consultant's negligent acts, errors or omissions committed or alleged to have been committed, except in those cases where the District is liable.

4.2-02 Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind of nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Consultant, except in those cases where the District is liable.

4.2-03 Consultant shall defend, at its own cost, expense and risk, with Counsel of District's choice, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District or District's directors, officers, employees or designated volunteers.

4.2-04 Consultant shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officers, employees or designated volunteers, in any and all such aforesaid suits, actions or other legal proceeding.

4.2-05 Consultant shall reimburse District and its directors, officers, employees or designated volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

4.2-06 Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, or its directors, officers, employees or designated volunteers.

4.3 Laws, Regulations and Permits. The Consultant shall exercise all professional care to give all notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of the work. The Consultant shall be liable for all negligent or intentional violations of the law in connection with work furnished by the Consultant. If the Consultant negligently or intentionally performs any work contrary to such laws, ordinances, rules and regulations, the Consultant shall bear all costs and penalties, civil or criminal, arising therefrom.

4.4 Safety. The Consultant shall execute and maintain Consultant's work so as to avoid injury or damage to any person or property. In carrying out the work, the Consultant shall at all times,

exercise all necessary precautions for the safety of its employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all federal, state and local statutory and regulatory requirements including State of California, Division of Industrial Safety (Cal/OSHA) regulations, and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act (as applicable).

5.0 TERM OF AGREEMENT

5.1 Term. This Agreement shall be effective from date of signature of both parties and shall continue in full force and effect until completion and approval of the work and services described hereunder, unless extended by mutual consent, or until otherwise terminated under Section 6.11 below.

6.0 MISCELLANEOUS

6.1 Covenant Against Discrimination. The Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through it, that there shall be no discrimination against, or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement.

6.2 Non-liability of District Officers and Employees. No officer or employee of the District shall be personally liable to Consultant, or a successor in interest, in the event of any default or breach by the District or for any amount that may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

6.3 Conflict of Interest. No director, officer, agent, employee or designated volunteer of the District shall have any financial interest, direct or indirect, in this Agreement, nor shall any such person participate in any decision relating to the Agreement which affects his or her financial interest or the financial interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give, any third party any money or other consideration for obtaining this Agreement.

6.4 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the District, to the General Manager and to the attention of the Contract Officer, San Bernardino Valley Water Conservation District, 1630 W. Redlands Boulevard, Suite A, Redlands, CA 92373-0581, and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement.

6.5 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement.

6.6 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties and none shall be used to interpret this Agreement. This Agreement may be amended at any time only by

the mutual consent of the parties and only by an instrument in writing.

6.7 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or inability to enforce shall not affect any of the remaining portions of this Agreement, which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

6.8 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

6.9 Attorney's Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

6.10 Ownership of Work. All work performed by the Consultant hereunder shall be the exclusive property of the District, and shall be kept confidential by the Consultant unless otherwise directed by the District. The Consultant shall provide to the District all notes, maps, schedules, graphs, worksheets, reports, computer databases and programs, or any other analysis or analytical tools created or produced by the Consultant in connection with its work performed hereunder ("work"), no later than the time of the completion of the Consultant's work or earlier termination of this Agreement under Section 6. 11 below. The Consultant shall not disclose or utilize its work under this Contract in any other assignment or for any other purpose, or otherwise disclose or utilize such work, without the prior written consent of the District, which consent shall not be unreasonably withheld.

6.11 Termination. This Agreement may be terminated by either party giving 30 days' notice in writing to the other party and sent by registered mail to the principal place of business that such notice is addressed. The right, duties, and responsibilities of the District shall continue in full force during the period of this 30-day notice, including the ordering and billing of all promotional materials and advertising in the media whose closing dates fall within such period. After the expiration of the 30-day interval following notice, no rights or liabilities shall arise out of this relationship, regardless of expenses which may have been made for future governmental affairs endeavors, except that the indemnification provisions of Section 4.2 above shall survive termination, and any task undertaken by Consultant on written District authorization, and still uncompleted at the expiration of the notice period, shall be carried to completion by Consultant and paid for by District at rates provided hereunder, unless mutually agreed in writing to the contrary, in accordance with the provisions herein.

6.12 Mediation. In the event of disagreement as to termination procedures, the Consultant and District shall meet and confer in an attempt to resolve the issue. If the meet and confer process fails to resolve any controversy or claim arising out of or related to work performed under this Agreement, within 10 business days after written notice by one party to the other identifying the nature of the dispute and requesting a meet and confer conference, such claim or controversy shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The submission to non-binding mediation shall be upon such terms, conditions, and procedures as the parties might mutually agree, and shall not preclude the initiation or exercise of any other remedy, legal, equitable, or otherwise, available to any party. The mediation proceedings shall take place in San Bernardino County, California.

6.13 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement and by signature below:

SAN BERNARDINO VALLEY WATER
CONSERVATION DISTRICT

By: _____
Daniel Cozad, General Manager

Date: _____

CONSULTANT: _____

By: _____

Date: _____

RECORD OF SURVEY

SHEET 1 OF 3

BEING A SURVEY OF A PORTION OF SECTION 6 AND ALL OF SECTION 7, T.1 S., R.2 W., S.B.M., PARTLY IN THE CITY OF HIGHLAND, PARTLY IN THE CITY OF REDLANDS AND PARTLY IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

PSOMAS AND ASSOCIATES
DONALD L. WHITELEY, P.L.S. 6422

SURVEYOR'S NOTES:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, NAD 83, ZONES 5 AND 8, BASED LOCALLY BETWEEN U.S. COAST & GEODETIC BENCH MARK POINT "4449 1949", STATE OF CALIFORNIA DIVISION OF HIGHWAY, "CENTER LINE WABASH 655-02.69 P.O.T.", CENTER LINE RSVLT 649+40.75 P.O.T.", AND SAN BERNARDINO COUNTY SURVEYOR'S BRASS DISK, STAMPED "S.B. COUNTY R3W R2W T1S 16 12 7" AS SHOWN ON THE MAP FILED IN BOOK 100, PAGES 48 THROUGH 84, INCLUSIVE, OF RECORDS OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY.

DISTANCES SHOWN HEREON ARE GROUND DISTANCES, UNLESS OTHERWISE NOTED. GRID DISTANCES MAY BE OBTAINED BY MULTIPLYING GROUND DISTANCES BY 0.99990897, (AVERAGE ELEVATION = 1641, AVERAGE LATITUDE = N34°06'16", AVERAGE LONGITUDE = W117°07'50", ZONE 5 AVERAGE CONVERGENCE ANGLE = 00°29'41").

ALL COORDINATES AND BEARINGS SHOWN HEREON ARE BASED ON GRID VALUE.

● INDICATES FOUND MONUMENTS AS DESCRIBED.

□ INDICATES SET 1" IRON PIPE WITH 1/4" BRASS TAG STAMPED L.S. 6422, UNLESS OTHERWISE NOTED.

SURVEYOR'S STATEMENT:

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE LAND SURVEYOR'S ACT AT THE REQUEST OF THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA IN JUNE AND JULY, 1994.

Donald L. Whiteley
DONALD L. WHITELEY, P.L.S. 6422
MY LICENSE EXPIRES: DECEMBER 31, 1998



COUNTY SURVEYOR'S STATEMENT:

THIS MAP HAS BEEN EXAMINED IN ACCORDANCE WITH SECTION 8765 OF THE LAND SURVEYOR'S ACT THIS 6th DAY OF MARCH, 1995.

KEN A. MILLER, COUNTY SURVEYOR
COUNTY OF SAN BERNARDINO

BY *Ken A. Miller* DEPUTY L.S. 2675
EXP. DATE 9-30-95



STATEMENT OF PURPOSE:

THE PURPOSE OF THIS SURVEY IS TO UTILIZE THE CALIFORNIA HIGH PRECISION GEODETIC NETWORK (HPCN, CRSS80, NAD83, 1991.35) IN ORDER TO DELINEATE AND MONUMENT PROPERTY TO BE TEMPORARILY OR PERMANENTLY ACQUIRED BY MWD FOR CONSTRUCTION OF THE INLAND FEEDER PIPELINE. IT ALSO PROVIDES FUTURE HORIZONTAL CONSTRUCTION CONTROL AND IS THE BASIS OF ALL LAND ACQUISITION AND RIGHT-OF-WAY MAPPING BY MWD.

"JFA" MON. INDICATES 3 1/4" BRASS CAP STAMPED "FOR LA DISTRICT CORPS OF ENGINEERS AND COUNTY OF ORANGE BY JOHNSON-FRANK ASSOC. L.S. 4215" WITH ADDITIONAL STAMPING AS INDICATED IN SEPARATE MONUMENT NOTES AS SHOWN.

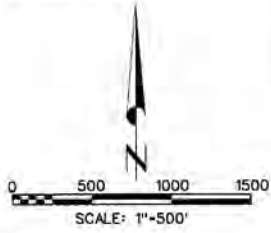
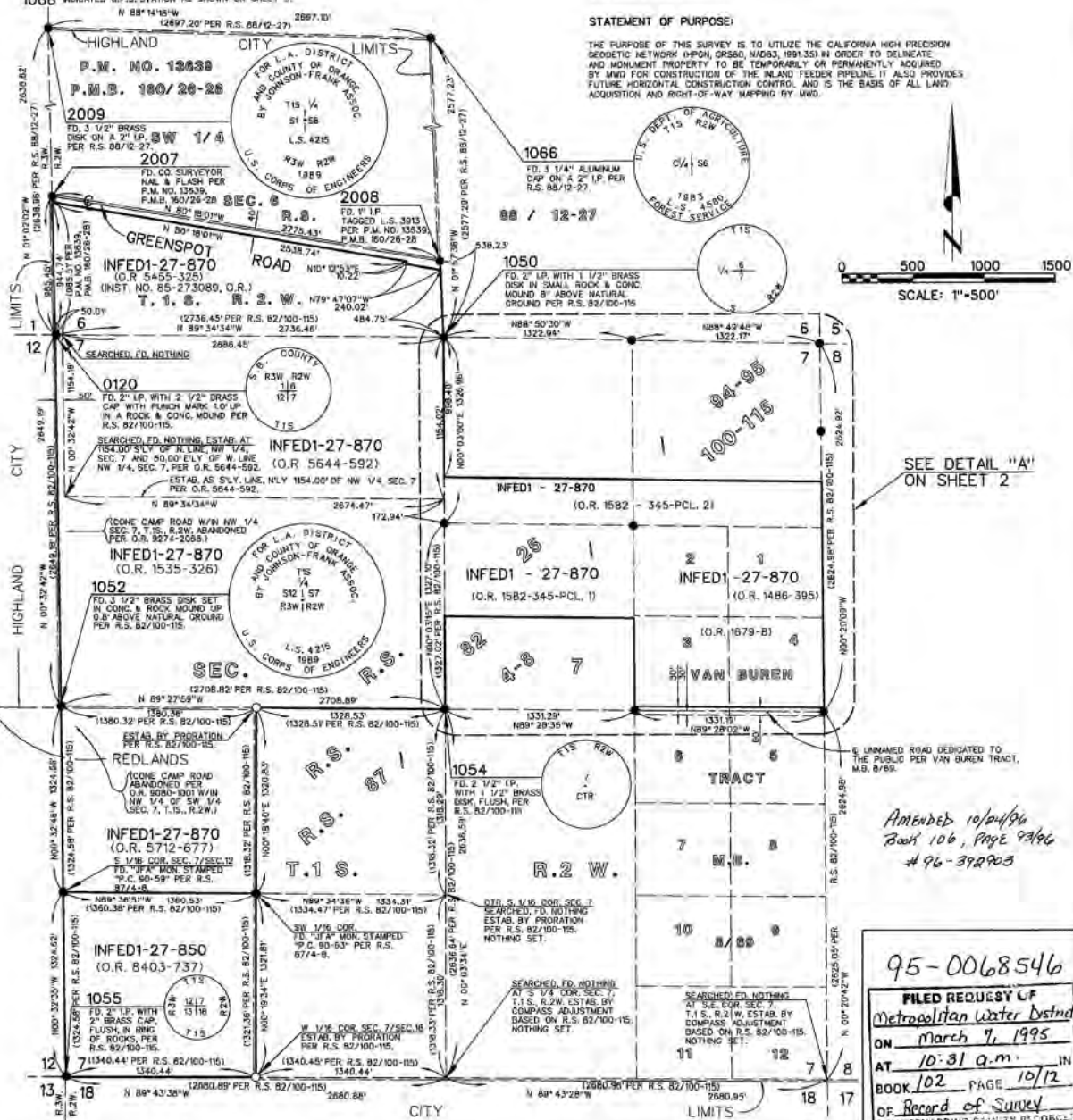
MWD INDICATES THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA.

INFED1-XA-XXX INDICATES MWD RIGHT-OF-WAY REFERENCE NUMBER.

SEE SHEET 3 FOR G.P.S. SURVEY NOTES AND G.P.S. NETWORK.

SEE MWD FIELD BOOK NO'S 4055-10, PAGES 080, 081, 082, 053, 054, 055, 063 AND 066 AND 4055-24, PAGES 007, 008, 009, 013, 014, 025 AND 028 AND 4055-32, PAGES 031, 032, 034, 051, 078, 085 AND 086 AND 4055-33, PAGE 013 ON FILE IN THE L.A. SURVEY DIVISION OFFICE OF THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, FOR RECONNAISSANCE AND MEASUREMENT INFORMATION.

1066 INDICATES G.P.S. STATION AS SHOWN ON SHEET 3.



SEE DETAIL "A" ON SHEET 2

Amended 10/24/96
Book 102, Page 2346
96-392903

95-0068546

FILED REQUEST OF
Metropolitan Water District
ON March 7, 1995
AT 10:31 a.m. IN
BOOK 102 PAGE 10/12
OF Record of Survey
SAN BERNARDINO COUNTY RECORDER
FEE 00

102/10

102/10

RECORD OF SURVEY

SHEET 2 OF 3

BEING A SURVEY OF A PORTION OF SECTION 6 AND ALL OF SECTION 7, T.1 S., R.2 W.,
S.B.M., PARTLY IN THE CITY OF HIGHLAND, PARTLY IN THE CITY OF REDLANDS
AND PARTLY IN THE UNINCORPORATED TERRITORY OF THE
COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

PSOMAS AND ASSOCIATES
DONALD L. WHITELEY, P.L.S. 6422

SURVEYOR'S NOTES:

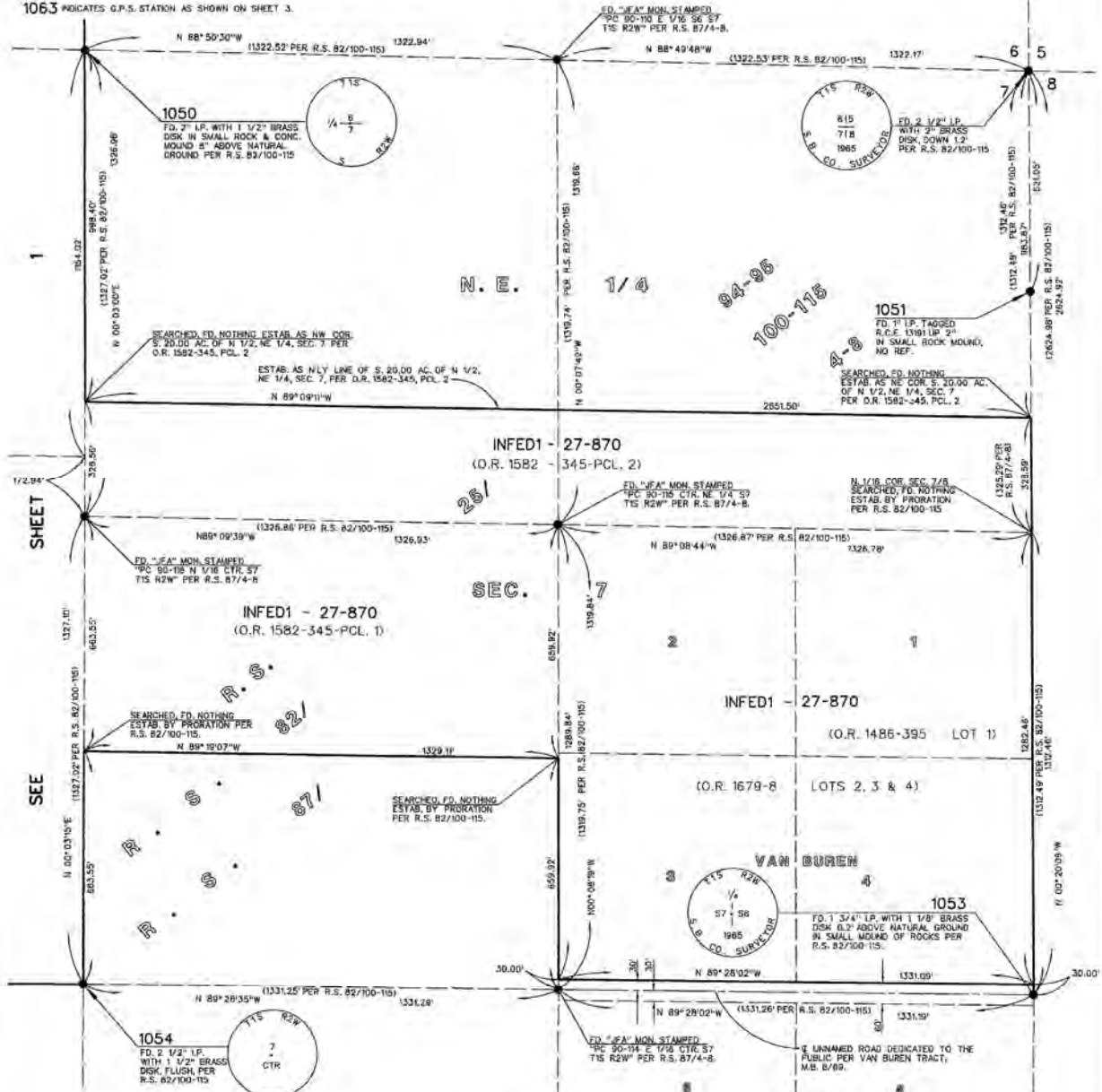
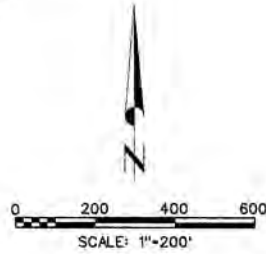
● INDICATES SET 1" IRON PIPE WITH 1/4" BRASS TAG STAMPED
L.S. 6422, UNLESS OTHERWISE NOTED.

SEE MWD FIELD BOOK NO'S. 4055-10, PAGES 050, 051, 052, 053, 054, 055, 063 AND 066 AND 4055-24,
PAGES 007, 008, 009, 013, 014, 025 AND 026 AND 4055-02, PAGES 031, 032, 034, 051, 076, 085 AND 086
AND 4055-03, PAGE 013 ON FILE IN THE L.A. SURVEY DIVISION OFFICE OF METROPOLITAN WATER
DISTRICT OF SOUTHERN CALIFORNIA FOR RECONNAISSANCE AND MEASUREMENT INFORMATION.

SEE SHEET 1 FOR SURVEYOR'S NOTES AND OVERALL SURVEY.
SEE SHEET 3 FOR G.P.S. SURVEY NOTES AND G.P.S. NETWORK.

"JFA" MON. INDICATES 3/4" BRASS CAP STAMPED "FOR LA DISTRICT CORPS OF ENGINEERS
AND COUNTY OF ORANGE BY JOHNSON-FRANK ASSOC. L.S. 4215" WITH ADDITIONAL STAMPING
AS INDICATED IN SEPARATE MONUMENT NOTES AS SHOWN HEREON.

106.3 INDICATES G.P.S. STATION AS SHOWN ON SHEET 3.



DETAIL "A"
SCALE: 1" = 200'

SEE

SHEET

1

102/11

102/11

RECORD OF SURVEY

102/12

BEING A SURVEY OF A PORTION OF SECTION 6, AND ALL OF SECTION 7, T.1 S., R.2 W.,
S.B.M., PARTLY IN THE CITY OF HIGHLAND, PARTLY IN THE CITY OF REDLANDS
AND PARTLY IN THE UNINCORPORATED TERRITORY OF THE
COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

PSOMAS AND ASSOCIATES
DONALD L. WHITELEY, P.L.S. 6422

PLANE COORDINATES: CALIFORNIA COORDINATE SYSTEM OF 1983, ZONES 5 & 6
HORIZONTAL DATUM: NORTH AMERICAN DATUM 1983 (NAD83) 8991351

STATION	LATITUDE	LONGITUDE	ZONE 5				ZONE 6			
			NORTHING U.S. SURVEY FEET	EASTING U.S. SURVEY FEET	CONVERGENCE	COMBINED FACTOR	NORTHING U.S. SURVEY FEET	EASTING U.S. SURVEY FEET	CONVERGENCE	COMBINED FACTOR
0116	N34°02'03.60885"	W117°08'19.67038"	1935985.39	6822589.09	0°29'27.224765"	0.99991236	2231148.25	6292376.98	0°29'18.275110"	0.99994130
0118	N34°03'46.20109"	W117°07'17.76737"	1846410.94	6827705.41	0°30'02.498818"	0.99990979	2331475.21	6291671.73	0°28'44.269308"	0.99990993
0120	N34°08'53.11358"	W117°06'20.43971"	1862226.83	6822299.65	0°29'26.766238"	0.99991042	2347391.91	6292535.91	0°29'18.697871"	0.99997033
1050	N34°05'25.61988"	W117°07'47.30331"	1862206.59	6825034.78	0°29'40.311946"	0.99990615	2347314.96	6292511.47	0°29'00.818862"	0.99996602
1051	N34°08'16.77779"	W117°07'16.48480"	1861331.86	6827682.75	0°30'03.241121"	0.99990251	2346595.04	6291707.67	0°28'43.583511"	0.99996136
1052	N34°05'56.90887"	W117°08'20.40884"	1859577.98	6822323.85	0°29'26.803236"	0.99991161	2346510.94	6292510.64	0°29'18.681465"	0.99996860
1053	N34°05'55.95680"	W117°07'16.55344"	1859528.21	6827694.50	0°30'03.202038"	0.99990925	2344551.37	6291785.16	0°28'43.591190"	0.99996062
1054	N34°05'56.42865"	W117°07'48.20577"	1859552.76	6825032.37	0°29'45.159862"	0.99990808	2344661.42	6292223.69	0°29'00.984752"	0.99996481
1055	N34°05'30.70465"	W117°08'20.38028"	1859539.15	6825149.02	0°29'26.820083"	0.99991332	2342083.61	6292495.74	0°29'15.655191"	0.99996704
1063	N34°05'35.49021"	W117°07'55.20845"	1857422.80	6824461.85	0°29'41.168292"	0.99991074	2342541.41	6291816.81	0°29'06.832834"	0.99996495
1066	N34°05'46.16403"	W117°07'48.68731"	1854782.06	6824946.52	0°29'44.863391"	0.99990710	2349811.74	6292527.34	0°29'01.249258"	0.99996001
2007	N34°06'32.86113"	W117°08'20.55100"	1863212.03	6822280.87	0°29'26.722804"	0.99991053	2348367.48	6292524.93	0°29'18.790331"	0.99991167
2008	N34°06'28.00251"	W117°07'48.08758"	1862744.44	6825016.39	0°29'49.238746"	0.99990629	2347853.18	6292522.27	0°29'03.908715"	0.99996679
2009	N34°06'49.21448"	W117°08'20.75744"	1864864.37	6822251.04	0°29'26.616528"	0.99990938	2350020.80	6292533.38	0°29'18.861478"	0.99997242

G.P.S. SURVEY NOTES:

ALL STATIONS SHOWN ON THE G.P.S. NETWORK ON THIS SHEET WERE ESTABLISHED BY G.P.S. EQUIPMENT METHODS. NO OTHER CONVENTIONAL METHODS WERE UTILIZED.

ALL BEARINGS AND DISTANCES SHOWN ON THE G.P.S. NETWORK ARE GRID VALUES AND ARE CALCULATED INVERSES BASED UPON CALIFORNIA COORDINATE SYSTEM ZONES 3 AND 6, STATE PLANE COORDINATES. ALL DISTANCES ARE IN U.S. SURVEY FEET.

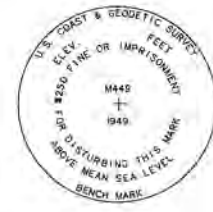
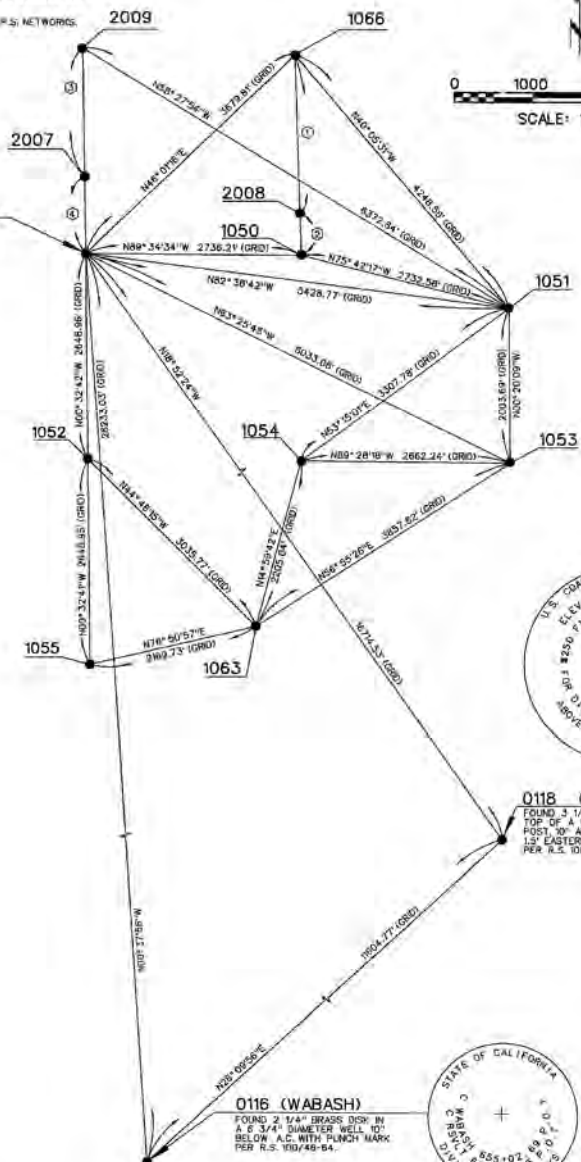
G.P.S. STATIONS WERE ESTABLISHED BY FAST-STATIC RELATIVE POSITIONING USING 3 TRIMBLE 4000SSE RECEIVERS, SERIAL NUMBERS 3302A0233, 3302A02327 AND 3302A02330, TO STANDARDS SPECIFIED BY THE CALIFORNIA GEODETIC CONTROL COMMITTEE (10000) PREFERRED SPECIFICATIONS FOR HIGH-PRODUCTION GPS SURVEILING TECHNOLOGY VERSION 102, PUBLISHED IN OCTOBER, 1993.

GEOSURV'S GEOLAB SOFTWARE VERSION 2.6A WAS USED TO ADJUST THE G.P.S. NETWORKS. SEE SURVEYOR'S NOTES ON SHEET 1 OF 3.

1066 INDICATES G.P.S. STATION (TYPICAL).



D120 (NESEC12)
FOUND 2" IRON PIPE WITH BRASS CAP WITH PUNCH MARK 1.0" UP IN A BOOK AND CONCRETE MOUND PER R.S. 100/46-64



D118 (M449)
FOUND 3 1/2" BRASS DISK IN THE TOP OF A 2" DIAMETER CONCRETE POST 20" ABOVE NATURAL GROUND, 13" EAST OF 7" DIAMETER WITNESS POST PER R.S. 100/46-64.

LINE DATA	BEARING	DISTANCE (GRID)
①	N01°57'40"W	2038.81'
②	N01°57'31"W	536.17'
③	N01°02'02"W	953.21'
④	N01°02'01"W	985.30'

D116 (WABASH)
FOUND 2 1/4" BRASS DISK IN A 6 3/4" DIAMETER WELL 10" BELOW A.C. WITH PUNCH MARK PER R.S. 100/46-64.



GPS NETWORK FOR SECTIONS 6 AND 7, T.1 S., R.2 W.

102/12